



22 E. Weber Avenue, Room 301 | Stockton, CA 95202 | (209) 937-7900 | www.sjafca.com

BOARD OF DIRECTORS

Jesús Andrade, Director
Steve Dresser, Director
Mark Elliott, Director
Elbert Holman, Director

**ACTING
EXECUTIVE DIRECTOR**

Roger Churchwell

BOARD OF DIRECTORS

Katherine M. Miller, Director
Mike Morowit, Director
Tom Patti, Director
Gary Singh, Director

SPECIAL BOARD MEETING

SAN JOAQUIN AREA FLOOD CONTROL AGENCY AGENDA

MONDAY, FEBRUARY 26, 2018

1:00 P.M.

425 N. El Dorado Street, City Hall, Second Floor, Council Chambers

- 1. CALL TO ORDER / ROLL CALL**
- 2. PLEDGE TO FLAG**
- 3. ELECTION OF OFFICERS**
- 4. CONSENT AGENDA**

4.1) Approve minutes of the Board meeting of November 16, 2017

4.2) Contract Amendments with Independent Panel of Experts for the Smith Canal Gate Project

4.3) Adopt 2018-2019 Board Meeting Schedule

4.4) Ratification of Scott Shapiro as Acting Executive Director

4.5) Adopt Guidelines for Preparing Board Meeting Minutes

5. **DISCUSSION OF BY-LAW PRINCIPLES**

6. **WORKSHOP**

6.1) History of Mossdale Tract Basin (Nomellini / Neudeck / Peterson) (15 - 20

- Early Actions by Reclamation District 17
- FEMA accreditation
- History of lack of flooding
- Levee Seepage Improvement Project Phases 1 – 3 / Mossdale Tract
- SB 5 Requirements
- Lathrop & Manteca Approach to SB 5 Compliance

6.2) Three Potential Paths to Success (200-Year Flood Protection for Urban / Urbanizing Area) (20 Min)

- Locally led 200-Year Project (Doesn't yet reflect any climate change estimate); or (Peterson)
- State UFRR Study & Design (to include DWR climate change estimate); or (Peterson)
- Federal Lower San Joaquin River Feasibility Study – Phase 2 (Shapiro)

6.3) Medium and Long-Term Funding Approach (Wurzel) (10 Minutes)

- Development Impact Fee Program; and
- Overlay Assessment District; and
- Enhanced Infrastructure Financing District

6.4) Short Term Local Funding Approach (Shapiro/Wurzel)

6.5) Workshop Discussion (All) (45 Minutes)

7. Proposed Actions to Advance Flood Protection for the Mossdale Tract (Budget Amendment; Advance Funding Agreement with Members) (Shapiro) (15 Minutes)

- Budget Amendment & Advance Funding Agreement with Members
- Contract actions
 - Acceptance of Assignment of State UFRR Agreement
 - Contracts with PBI
 - State UFRR Study SOW Assignment
 - General Assistance to Financing / ULOP *Work*
 - Contract with LWA
 - Development of Regional Impact Fee program
 - Prepare Overlay Assessment District RFP

- Prepare 2018 Adequate Progress Report Update
- Create Mossdale Tract Ad-Hoc Committee

8. ORAL REPORT FROM EXECUTIVE DIRECTOR

9. PUBLIC COMMENTS

10. BOARD QUESTIONS, COMMENTS, ACTIONS

11. CLOSED SESSION

- Conference with Legal Counsel and Recruiter Regarding Public Employment Pursuant to Government Code Section 54957

Title: Executive Director

12. ADJOURNMENT

ATTACHMENTS – WRITTEN COMMUNICATIONS (Information Only)

- Letter from FEMA dated December 15, 2017, regarding the Calaveras River Levee System FEMA Re-Accreditation
- Letter from FEMA dated December 15, 2017, regarding the Bear Creek Levee System FEMA Re-Accreditation
- Letter from FEMA dated January 23, 2018, regarding the Smith Canal Conditional Letter of Map Revision (CLOMR)

TENTATIVE BOARD MEETING DATES AT 9:00 A.M.:

March 29, 2018
May 17, 2018
July 19, 2018
September 20, 2018
November 8, 2018
January 17, 2019

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Board's office at (209) 937-7900 or (209) 937-7115 (fax). Requests must be made one full business day before the start of the meeting.

Agenda Item 3

February 26, 2018

TO: San Joaquin Area Flood Control Agency

FROM: Scott L Shapiro, General Counsel

SUBJECT: **ELECTING A CHAIRPERSON AND VICE-CHAIRPERSON FOR THE SJAFC A BOARD OF DIRECTORS**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency approve and adopt a SJAFC A resolution electing a Chairperson and Vice-Chairperson for the SJAFC A Board of Directors.

DISCUSSION

Background

SJAFC A Bylaws adopted May 25, 1995, state the Board of Directors shall be presided over by the Chairperson who shall be a member of the Board elected among its members. In the absence of the Chairperson, the Board shall be presided over by a Vice-Chairperson elected from among its members.

On May 20, 2009, the Board adopted a resolution amending the term of office of the Chairperson and the Vice-Chairperson to start at the first meeting of the Board as soon as they are elected.

Traditionally, the selection of Chair and Vice Chair rotates each year between the City of Stockton and the County. During 2017, County Supervisor Kathy Miller was elected as Chair and City Councilman Jesus Andrade as Vice-Chair.

Present Situation

At its first meeting of 2018, the Board will look fundamentally different than in the past, and will now also include representatives of both the City of Lathrop and the City of Manteca. Due to the changing nature of the organization, it appears that a new rotation will need to be developed among the four entities.

Because 2018 is a transition year, after consultation with the Chair, staff recommends that the Chair and Vice-Chair each be reelected for a further one year term. This will ensure continuity of leadership at a time of transition. During 2018 the Board can decide upon a new rotation and that rotation can be implemented for 2019. The Chair and the

**RESOLUTION APPOINTING A CHAIRPERSON AND VICE-CHAIRPERSON FOR THE
SJAFCA BOARD OF DIRECTORS**

(Page 2)

Vice Chair will hold office for one year from the date of their respective election until the first Board meeting of the following year.

A handwritten signature in blue ink, appearing to read "Scott L. Shapiro", is written over a horizontal line.

APPROVED:
SCOTT L SHAPIRO
GENERAL COUNSEL

SLS:MD:dc

Agenda Item 4.1

**MINUTES
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MEETING OF NOVEMBER 16, 2017**

CITY COUNCIL CHAMBERS, STOCKTON, CALIFORNIA

1. CALL TO ORDER / ROLL CALL 9:07 AM

Roll Call

Present:

Director Holman

Director Miller

Director Andrade

Absent:

Director Patti

2. PLEDGE TO FLAG 9:07 AM

3. CLOSED SESSION 9:08 AM

Legal Counsel Scott Shapiro announced Closed Session.

- 3.1) Dominick Gulli v. San Joaquin Area Flood Control Agency; ICF International, Inc.; Peterson and Brustad, Inc; Moffat and Nichol. Case No. STK-CV-UWM-2015-0011880
- 3.2) Atherton Cove Property Owners Association v. San Joaquin Flood Control Agency. Case No. STK-CV-UWM-2015-0011847

PUBLIC COMMENT

Chair Miller called for public comment regarding the Closed Session topics.

Dominick Gulli commented that he submitted written comments to the Board.

Upon return from Closed Session, Chair Miller asked Legal Counsel Scott Shapiro to give a report out. He stated the Board had the opportunity to comment on Items 3.1 and 3.2, including status updates of the cases. No direction was given by the Board. There is nothing further to report.

4. CONSENT AGENDA 9:45 AM

Director Holman requested to pull Item 4.4 from the Agenda.

Chair Miller stated that Item 4.4 would be pulled for discussion. She then called for public comment regarding all Consent Agenda Items other than 4.4.

PUBLIC COMMENT

Roseanna Ward commented and submitted written comments to the Board.

Katya Evanhoe commented and submitted written comments to the Board.

Dominick Gulli commented and submitted written comments to the Board.

Motion: Approve Consent Agenda, Excluding Item 4.4
Moved by: Director Holman, seconded by Director Andrade
Vote: Motion carried 3-0
Yes: Director Holman, Director Miller, Director Andrade
Absent: Director Patti

CONSENT AGENDA ITEM 4.4 – 10:01 AM

Legal Counsel Kathryn Oehlschlager provided an overview of the process for the Smith Canal project changes and the Environmental Impact Report Addendum. She then clarified that the issues before the Board today were as follows:

1. Whether to approve the Project as amended; and,
2. Whether to approve the Addendum that was prepared by staff and the consulting team.

Director Holman clarified that there is no change in the circumstances. He then asked whether the new information that may be derived from this is enough to trigger subsequent supplemental review under CEQA?

Legal Counsel Kathryn Oehlschlager replied that the Addendum lays out the specific legal standards and type of information that would trigger a subsequent or supplemental Environmental Impact Report under Public Resources Code Section 21166 and CEQA Guidelines Section 15162, and in this case an Addendum is what is called for under CEQA.

The Addendum takes each change and looks at the impact of those changes in each area one-by-one identifying whether there is a change and whether that change is significant.

Chair Miller called for public comment regarding Consent Agenda Item 4.4.

PUBLIC COMMENT

Dominick Gulli commented and submitted written comments to the Board.

Chair Miller asked Counsel to clarify that Item 4.4 only covered environmental impacts or was cost something that was supposed to be analyzed?

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MEETING OF NOVEMBER 16, 2017

Legal Counsel Kathryn Oehlschlager responded that CEQA only requires that the Board/lead agency look at environmental impacts of the project. There is no requirement that you consider the prospective financial costs associated with the options.

Chair Miller continued to clarify that this is only within this particular framework because cost is something that the Board is always looking at and financial projections are reviewed on a regular basis.

Acting Executive Director Roger Churchwell agreed and stated that cost would be evaluated and there would be a good understanding of cost increases as the Project proceeds.

Chair Miller then clarified that the action being taken today was strictly for the Environmental Impact Report and the Addendum to it.

Legal Counsel Kathryn Oehlschlager responded that this is correct. It would be approving the Addendum but also approving the revised Project based on that Addendum.

Motion: Approve Consent Agenda Item 4.4
Moved by: Director Holman, seconded by Director Andrade
Vote: Motion carried 3-0
Yes: Director Holman, Director Miller, Director Andrade
Absent: Director Patti

5. PRESENTATIONS 10:12 AM

Acting Executive Director Roger Churchwell gave a PowerPoint presentation titled Smith Canal Gate & The Delta.

6. ORAL REPORT FROM EXECUTIVE DIRECTOR 10:21 AM

Acting Executive Director Roger Churchwell gave an oral report on the following:

DC Update

- Appropriations
 - Request for \$5 million for reimbursement for Stockton Metro Project
 - Request for \$100,000 for design agreement for LSJRFS

WRDA 2018

- Trip to DC will need to be considered once new Board is seated

LSJRFS

- Senior Leadership Panel is set for December 7
- Signed Chief's Report is scheduled for April 6

7. PUBLIC COMMENTS 10:25 AM

Shelly provided comment with regards to dredging the Smith Canal.

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MEETING OF NOVEMBER 16, 2017

Christina Ramsey provided comment and thanked Chair Miller for acknowledging the amount of money that is being spent for the Gate and for acknowledging those who are caught in the middle between the two sides.

Dominick Gulli commented and submitted written comments to the Board.

8. BOARD QUESTIONS, COMMENTS, ACTIONS 10:29 AM

Chair Miller requested that the Independent Panel of Experts on this project provide a presentation in the future.

She also requested that a staff report be submitted and added to the Agenda for action at the next Board meeting for the following topics:

- 1) Calling of a Special Meeting after the Board Meeting on January 18, 2018 - This Special Meeting will be for the purpose of education as a study session with both the public and the new SJAFCA Board members once appointed. She would like this Special Meeting to be held before the next trip to Washington, D.C.
- 2) Moving to Action Minutes for all SJAFCA Board Meetings

Vice-Chair Andrade commented that he wanted to acknowledge that Lathrop, Manteca and the areas of Stockton not previously included will soon be joining SJAFCA. It's going to be a good development and he believes in the partnership and acting/thinking regionally to provide the flood protection that all of our areas need. It's a big momentous decision and he looks forward to working together and really crafting what the new JPA is going to look like for the future of SJAFCA.

Chair Miller commented that she wanted to acknowledge all of the staff work that has gone into forming this new partnership. She feels it is very positive to start the new year with the expanded JPA and new Board members.

Director Holman commented that it says a lot about the future and there was a lot going on behind the scenes in bringing all these agencies together to hammer out in detail how this JPA is going to work. To be able to put something on paper in such a reasonably short time and come to consensus on how to move forward says a lot about the future and how we are going to operate as a regional flood control agency. He looks forward to the task and agrees it will be good for the region in terms of how we deal with flood control.

Acting Executive Director, Roger Churchwell, commented that San Joaquin County's Director of Public Works, Kris Balaji, has worked for over a year putting this team together. It's been a huge effort and he expresses his thanks to him.

Chair Miller and Director Holman both agreed that there was a lot of trust building going into this. Chair Miller continued to say that Mr. Balaji is to be commended. She would also like to extend thanks to everyone else that has participated.

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MEETING OF NOVEMBER 16, 2017

Legal Counsel Scott Shapiro added that in particular on the governance piece, Alicia Guerra, who represented a number of the land owners and Seth Wurzel of Larsen-Wurzel Associates, on behalf of Manteca and Lathrop put in a lot of effort on this. They brought such a great product to us so that we were able to add our piece and get it to you on time.

9. ADJOURNMENT 10:37 AM

The meeting adjourned at 10:37 AM. The next meeting is scheduled for January 18, 2018, at 9:00 AM.


 _____
ROGER CHURCHWELL
ACTING EXECUTIVE DIRECTOR
SAN JOAQUIN AREA FLOOD
CONTROL AGENCY

Agenda Item 4.2

February 26, 2018

TO: San Joaquin Area Flood Control Agency

FROM: Roger Churchwell, Acting Executive Director

SUBJECT: **AMENDMENTS TO THE CONTRACTUAL SERVICES AGREEMENT
WITH THE INDEPENDENT PANEL OF EXPERTS FOR THE SMITH
CANAL GATE PROJECT**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency adopt a resolution authorizing the Executive Director to amend the Contractual Services Agreements with the Independent Panel of Experts as follows:

- Hultgren-Tillis Engineers in the amount of \$50,000
- Domenichelli & Associates in the amount of \$50,000, and
- QuestStructures in the amount of \$50,000

for a total of \$150,000, and to extend the term until completion of the project.

DISCUSSION

Background

On September 14, 2012, SJAFCA was awarded a \$2,412,500 grant from the State of California Department of Water Resources (DWR) for 50% of the design of the Smith Canal Gate project. As part of the Grant, DWR required an Independent Panel of Experts (IPE) to review the project design.

On July 10, 2013, the SJAFCA Board approved the formation of the Smith Canal Gate Assessment District to fund the local share of the project.

The Lower San Joaquin River Feasibility Study (LSJRFS), for which SJAFCA and the Central Valley Flood Protection Board are the non-federal sponsors, includes the Smith Canal Gate project as part of the improvements in the Recommended Plan. Because SJAFCA is seeking credit for advance construction costs of the Smith Canal Gate to be applied to the LSJRFS, the Smith Canal Gate project is required to meet the U.S. Army Corp of Engineers' (USACE) Safety Assurance Review standards, which also requires an IPE to review the design.

The following experts: Edwin L. Hultgren with Hultgren-Tillis Engineers (geotechnical engineering), Joseph W. Domenichelli with Domenichelli & Associates

AGENDA ITEM 4.2

**AMENDMENT TO THE CONTRACTUAL SERVICE AGREEMENTS WITH THE
INDEPENDENT PANEL OF EXPERTS FOR THE SMITH CANAL GATE PROJECT**
(Page 2)

(hydrology/hydraulics), and Yusof Ghahaat with QuestStructures (structural engineering) were approved as the IPE by DWR and USACE on July 24, 2014 and September 3, 2015 respectively, and on December 15, 2014, the SJAFCA Board approved the contractual services agreements for the three members of the IPE.

On February 25, 2015, the Board authorized a submittal of a proposal for an Urban Flood Risk Reduction (UFRR) grant to cost-share the construction costs of the project with the State. On May 8, 2015, DWR informed SJAFCA that the grant had been conditionally approved.

On September 3, 2015, a Memorandum of Understanding (MOU) was executed between SJAFCA and USACE to advance the construction of the Smith Canal Gate project and to be eligible for a credit on the LSJRFS or another future flood control project.

On July 29, 2016, the IPE provided comments to the 35% design documents, and on June 19, 2017 the panel provided comments to the 65% design documents.

On October 24, 2017, the UFRR grant was fully executed. DWR will cost-share 63% of the project construction costs to a maximum amount of \$22,309,666.

The 95% project design documents were completed for the Agency's internal review on December 18, 2017. The IPE received a revised set on January 12, 2018, and a meeting was held on February 21, 2018 to go over the updated design features. Comments from the IPE are scheduled for March 14, 2018. It is expected that the final set of drawings will be completed by late-March.

Present Situation

Both DWR and USACE require that the independent review be conducted periodically during the design and construction phase of the project. The review should occur on a regular schedule sufficient to gather required information on the adequacy, appropriateness, and acceptability of the design and construction activities to assure public health, safety and welfare.

The existing contracts with the independent panel of experts, which cover the review of the design phase of the project, need to be amended to include additional funds for the required review during the construction phase of the project. Consequently, the term of the contracts need to be extended until completion of the project. Therefore, it is recommended that the Acting Executive Director be authorized to amend the Contractual Services Agreements with the Independent Panel of Experts (Hultgren-Tillis Engineers, Domenichelli & Associates, and QuestStructures), in the amount of \$50,000 each, for a total of \$150,000, and to extend the term until completion of the project.

**AMENDMENT TO THE CONTRACTUAL SERVICE AGREEMENTS WITH THE
INDEPENDENT PANEL OF EXPERTS FOR THE SMITH CANAL GATE PROJECT**
(Page 3)

FINANCIAL SUMMARY

Funds from the assessment district will be available to cover these agreements, and 63% of these expenses are eligible for reimbursement by DWR per the Funding Agreement.

PREPARED BY: Juan J. Neira



APPROVED:
ROGER CHURCHWELL
ACTING EXECUTIVE DIRECTOR

RC:JJN:md

Agenda Item 4.3

February 26, 2018

TO: San Joaquin Area Flood Control Agency
FROM: Roger Churchwell, Acting Executive Director
SUBJECT: **SJAFCA BOARD MEETING SCHEDULE FOR 2018-19**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency approve and adopt a resolution setting the Board meeting schedule for 2018-19.

DISCUSSION

Background

On January 26, 2011, the SJAFCA Board approved a resolution setting future regular Board meetings on a bi-monthly basis. The resolution also states that future Board meetings schedules will be presented in January of each year, and that Special Board meetings will be held as necessary.

Present Situation

The January 18, 2018 Board meeting was canceled. Therefore, staff recommends that the Board adopt a resolution setting the Board meeting schedule for 2018-19 on the following dates at 9:00 a.m.:

March 29, 2018
September 20, 2018

May 17, 2018
November 8, 2018

July 19, 2018
January 17, 2019

Because of the enlarged Board, staff intends to work with all Board members to ensure that this schedule works, and if it does not then staff intends to return to the Board with an updated schedule. Board meetings are to be held at 425 N. El Dorado Street, Second Floor, Council Chambers.

PREPARED BY: Marlo Duncan



APPROVED:



ROGER CHURCHWELL
ACTING EXECUTIVE DIRECTOR

RC:MD

Agenda Item 4.4

February 26, 2018

TO: San Joaquin Area Flood Control Agency

FROM: Scott L Shapiro, General Counsel

SUBJECT: **RATIFICATION OF SCOTT SHAPIRO AS ACTING EXECUTIVE DIRECTOR**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency approve and adopt a SJAFCA resolution ratifying Scott Shapiro to act as Acting Executive Director until Roger Churchwell returns to the position or a new permanent Executive Director is hired.

DISCUSSION

Background

The former Executive Director of the agency, James Giottonini, retired from the agency in September and on September 11, 2017 Deputy Executive Director Roger Churchwell was appointed as Acting Executive Director while the Board conducted a recruitment for a permanent Executive Director.

Present Situation

On January 5, 2018 Acting Executive Director Roger Churchwell took medical leave from the agency and temporarily delegated signing authority to Marlo Duncan. General Counsel evaluated several options for temporary leadership of the agency until Roger Churchwell returns and consulted with Board Chair Kathy Miller. Ms. Miller asked General Counsel to act as Acting Executive Director until Roger Churchwell returns or a permanent Executive Director is hired. Since that conversation, General Counsel has been acting in that role. This agenda item would ratify the action of Board Chair Miller.



APPROVED:
SCOTT L. SHAPIRO
GENERAL COUNSEL

SLS:dc

Agenda Item 4.5

February 26, 2018

TO: San Joaquin Area Flood Control Agency

FROM: Roger Churchwell, Acting Executive Director

SUBJECT: **GUIDELINES FOR PREPARING BOARD MEETING MINUTES**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency approve a resolution to transition to action style minutes as outlined by the City Clerks Association of California Guidelines for Preparing Minutes.

DISCUSSION

Background

The Agency's Bylaws adopted on May 25, 1995, shortly after the Agency was formed, indicate that the Secretary of the Agency shall keep action minutes of all meetings. However, for many years the Agency prepared long-form style minutes as opposed to action or brief summary minutes. This long-form style of minutes provided a detailed account of the Agency's meetings covering major points, speaker comments (from Board members and the public), and the flow of discussion. Over time, technological advancements provided the ability of online streaming, video/audio recordings, and electronic copies of agenda reports and the Agency's long-form style of minutes morphed into what can be described as summary minutes. The Agency has periodically included verbatim dialogue within its minutes; however, the Agency's minutes can be characterized as summary style minutes, albeit not always brief.

The City Clerk's Association of California has published guidelines for preparing minutes (Exhibit A) and has recommended the adoption of these guidelines that call for either brief summary or action style minutes. Also attached is a chart describing the features and benefits of brief summary and action style minutes (Exhibit B). Most legislative bodies have transitioned from long-form minutes to either brief summary or action minutes as the most efficient, succinct, and cost-effective manner for preparing a record of the legislative bodies' action.

Auditors, judicial officers, the public, and other stakeholders rely on minutes to accurately reflect the final decisions of the body. Streamlining to action style minutes reduces the amount of staff time spent in minute preparation. Most cities that have made this transition are spending 50 to 75 percent less time transcribing and preparing minutes.¹

¹ Source: California City Clerks Association

GUIDELINES FOR PREPARING BOARD MEETING MINUTES

February 26, 2018

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Present Situation

In the interest of streamlining the Agency's process of preparing the Board minutes while also meeting the requirements set forth in the Brown Act, staff recommends transitioning to action style minutes. All meetings are video recorded and available for streaming online. Therefore, if a member of the public wishes to hear the detailed discussions by members of the Board or by members of the public, recorded video will be available on the SJAFCA website.

FINANCIAL SUMMARY

There is no adverse financial impact as a result of this action.

PREPARED BY: Marlo Duncan



APPROVED BY:

 ROGER CHURCHWELL
ACTING EXECUTIVE DIRECTOR

Attachments

EXHIBIT A

CITY CLERKS ASSOCIATION OF CALIFORNIA GUIDELINES FOR PREPARING MINUTES FOR GOVERNMENTAL AGENCIES

PURPOSE

The City Clerks Association of California issues these guidelines as a tool for government agencies to transition to minutes styles that are efficient, succinct, cost-effective for staff to prepare, and more appropriately aligned with the intent of the Government Code.

FINDINGS

- Legislative bodies must act, and must be *seen* to act, within the laws of the State of California and local charters, if applicable. Being *seen* to act within the law is important, because the legislative body's decisions may be subject to external scrutiny by the public, auditors, or judicial inquiry. Minutes *testify* that the correct procedures for decision-making were followed.
- Legislative body minutes shall be prepared in a manner consistent with the intent of the Government Code. Relevant Government Codes are as follows:
 - Government Code 40801. The city clerk shall keep an accurate record of the proceeding of the legislative body and the board of equalization in books bearing appropriate titles and devoted exclusively to such purposes, respectively. The books shall have a comprehensive general index.
 - Government Code 36814. The council shall cause the clerk to keep a correct record of its proceedings. At the request of a member, the city clerk shall enter the ayes and noes in the journal.
 - Government Code 54953(c)(2). The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.
 - Government Code 53232.3(d). Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.
- All components of minutes shall be for the primary purpose of memorializing decisions made by the legislative body. Any minute component that does not serve this primary purpose should be minimized or eliminated; this includes comments made by individual body members and members of the public.

GUIDELINES

- Minutes should provide a record of a) when and where a meeting took place, and who was present (including member absences, late arrivals, departures, adjournment time); b) type of meeting (Regular/Special/Adjourned Regular); c) what was considered; d) what was decided; and e) agreed upon follow-up action. Pursuant to Government Code 54953(c)(2), minutes shall report any action taken and the vote or abstention on that action of each member present for the action.
- Appropriate styles are *action* minutes or *brief summary* minutes. Verbatim style minutes should not be used, because verbatim or lengthy summary minutes do not serve the intent of the Government Code, which is to record the proceedings of the *legislative body*.
- *Action* minutes merely record final decisions made.

EXHIBIT A

- *Brief summary* minutes, at a minimum, record the final decisions made; and, at a maximum, may record what advice the body was given to enable it to make its decisions, the body's thought process in making the decision, and the final decisions made. Emphasis is given on the body's thought process, not individual members' thought processes. The minutes should summarize only the main points which arose in discussion if and only if they are relevant to the decision.
- Comments made by members such as "for the record" or "for the minutes" have no bearing on the content of minutes and are given no greater and no lesser consideration than other comments made at the public meeting. Members seeking to memorialize comments should incorporate such verbiage into the language of the motion. As an alternative, members may submit written statements to be retained with the agenda item.
- Since the main purpose of minutes is to record the legislative body's decision, summary minutes should be brief. By concentrating on the legislative body's decision, brief summary minutes will provide only a select recording of what was discussed at the meeting. Brief summary minutes should not attempt to reproduce, however summarily, what every speaker said. It should only record the essence of the discussion and include the main threads that lead to the body's conclusion.
- To the fullest extent possible, brief summary minutes should be impersonal and should not attribute views to individual persons. Only the positions and decisions taken by the whole legislative body are relevant, not those of individual members. The passive voice is favored i.e. "It was suggested that...", "It was generally felt that...", "It was questioned whether...", "During discussion, it was clarified..."
- There are reasons for not attributing comments to specific speakers. First, it makes for brevity--a point can be recorded more concisely in impersonal form. Second, a point raised by one speaker will often be further developed by others—in impersonal brief summary minutes, only the fully-developed point is recorded in its final form. Third, points by several speakers can be consolidated into a single paragraph. Fourth, the impersonal style averts future corrections to minutes.
- While the primary purpose of minutes is to memorialize decisions made by the legislative body as a whole, under limited circumstances it is necessary and/or appropriate to attribute comments to individual members including:
 - Individual member's reports pursuant to Government Code 53232.3(d) (enacted by AB 1234, 2005). The minute record shall include the type of meeting attended at the expense of the local agency and the subject matter.
 - Individual member's reports on intergovernmental agencies. Brief summary minutes should include the type of meeting at a minimum, and, at the maximum, include the subject matter.
 - Individuals speaking under public comment. Brief summary minutes shall, at a minimum, list the public member's name (if provided); and, at a maximum, include the overall topic and stance/position. Such as Mr. Jones spoke in opposition to the Project X. Being mindful that the minutes are recordings of the legislative body's proceedings, it is not appropriate to include detail of individual comments. There is an exception for public testimony provided during public hearings, for which the minutes shall include the speaker's name (if provided) and a summary position of the speaker (i.e., supported or opposed).
- For purposes of meeting Government Code 36814 and/or 54953(c)(2), the city clerk should enter the ayes and noes in the minutes. For informal consensus (i.e. providing staff direction), it is appropriate to note the dissention of one or more members by, at a minimum, stating the dissenting member's name and dissention, such as "Mr. Jones dissented," and at a maximum to also include a brief reason, such as "Mr. Jones dissented citing budget concerns."
- While the primary purpose of legislative body meetings is for the legislative body to take legislative action and make decisions to advance agency business, it is acknowledged that agency meetings also

EXHIBIT A

serve as platforms for ceremonial presentations and reports on social and community events. At a minimum, brief summary minutes should identify that presentations were made and event reports were given; and, at a maximum, report only the subject matter of the presentation or event.

- For community workshops and town hall meetings subject to the Brown Act, brief summary minutes, at a maximum, record the overall topic, provided that no legislative actions were taken. It is advisable to note in the minutes that no legislative action was taken.
- The guidelines contained herein are applicable to committees and commissions subject to the Brown Act. It is acknowledged that many boards and commissions take few legislative actions, and the tendency is to include more detail in the minutes on event reports and planning. At a maximum, brief summary minutes may include key points of the final reports or determinations, and all comments shall be attributable to the entire body and not attributable to individual members.
- Brief summary minutes shall serve to clarify decisions taken and who is expected to execute the decisions. It is not necessary to write down all action points or all tasks identified. Minutes shall not serve as a substitute for task lists, and the focus shall remain on the final decisions made by the *legislative body*.
- The language of brief summary minutes should be relatively restrained and neutral, however impassioned the discussion. Brief summary minutes will record the substance of the point in an intemperate way.
- To the fullest extent possible, minutes should be self-contained to be intelligible without reference to other documents.
- As a general rule, individual member comments are not identified in the brief summary minutes of discussions, and minutes should concentrate on the collective body's thought process and the collective decisions made by the majority, not individuals.
- Brief summary minutes should concentrate on central issues germane to the final decision. The record of the discussion should be presented in a logical sequence, rather than reproduced in the actual order they were made in discussion.
- The legislative body may wish to choose more, substantive (summary) minutes if there's no archival audio/video backup recording available of its proceedings. If audio/video recording is available for future reference, minute notations can be more limited (action).

EXHIBIT B

FEATURES AND BENEFITS OF ACTION AND BRIEF SUMMARY STYLE MINUTES

Features of Action Style Minutes

- Records Final Decisions Made
- For Public Hearings – Lists Speaker’s Name and Position on Each Issue Raised (i.e. Supported or Opposed)

Features of Brief Summary Style Minutes

- Records Final Decisions Made
- For Public Hearings – Lists Speaker’s Name and Position on Each Issue Raised (i.e. Supported or Opposed)
- Summarizes Only Main Points that Lead to a Final Decision
- Records Only Fully Developed Points in Final Form
- Consolidates Points Made by Several Speakers Into One Sentence or Short Paragraph
- Attributes Views and Points to the Collective City Council, Not Individual Persons
- Records the Thought Process of the Entire City Council as a Body, Not Individuals’ Thoughts
- May Record Key Advice Given to the Council in Making the Final Decision
- May Note Brief Reason for Dissension of One or More Members
- For Oral Communications/Public Comments – Lists Speaker’s Name, Overall Topic, Stance/Position
- For Ceremonial Presentations, Announcements, Non-Business Items – Lists Subject Matter

Benefits of Both Action and Brief Summary Style Minutes

- Provides Brevity and Clarity for Audits & Judicial Review
- Reduces Staff Time
- Removes Staff Interpretation of Statements and Determination of What Comments Should Be Included
- Eliminates Ambiguity by Omitting Discussion Not Relevant to Final Decision
- Eliminates Single-Member Opinions
- Places Emphasis on a Collective City Council, Not Individual Persons

EXHIBIT B

Agenda Item 5

February 26, 2018

TO: San Joaquin Area Flood Control Agency

FROM: Scott L Shapiro, General Counsel

SUBJECT: DISCUSSION OF BYLAWS PRINCIPLES

RECOMMENDATION

It is recommended that the Board of Directors consider the content of this staff report and then provide verbal guidance to the staff on amending the current bylaws of the San Joaquin Area Flood Control Agency.

DISCUSSION

Background

The San Joaquin Area Flood Control Agency adopted bylaws for its operation on May 25, 1995. The Agency has recently been modified to also include the Cities of Manteca and Lathrop. As a result of this modification, the Agency Board of Directors should adopt new bylaws.

Present Situation

Staff has been working with the four member agencies on revisions to the bylaws. Many of the proposed changes fit into one of the following three categories, all of which are relatively non-controversial: (1) necessary changes to reflect that there will now be four member agencies, rather than two; (2) changes so that the bylaws do not simply repeat requirements of existing law (e.g., there is no need to say meetings will be public when the Brown Act requires that); and (3) changes to the bylaws as a result of changes in law or fact.

However, other issues are policy issues that demand consideration and thought from the Board. The following are three of those issues for which staff would like feedback:

1. **Selection of a Public Member.** Under the new JEPA, a public member is selected by the sitting Board of Directors. There are multiple schools of thought about how to treat this in the bylaws. At one end of the spectrum is a simple statement in the bylaws leaving to the current Board the determination of process to make the selection each and every time. At the other end of the spectrum is a detailed process in the bylaws that must be followed every time. In the middle is a statement that the process is controlled by an adopted policy, and then the policy can be changed from time to time without the need to amend the bylaws. Staff recommends that the bylaws require the adoption of a policy, but staff is open to any specific direction from the Board otherwise.

A related issue is what should be included in the policy. Some content could include:

- The member of the public can or cannot be an elected official;
- The member of the public must have relevant expertise such as engineering, legal, or land use planning;
- The member of the public must live, or work, within the Mossdale Tract area;
- How the open position shall be advertised, and whether a committee of the Board will evaluate candidates.

Staff is seeking guidance from the Board on these issues.

2. **Staffing of the Agency.** Currently all of the Agency staff are employees of the City of Stockton on loan to the Agency. The bylaws could provide guidance to the members about the use of any employees of the various members, including noting that any employees that switch to the Agency for day to day operations would preserve their rights of return to the original member.
3. **Creation of a Technical Advisory Committee.** It is suggested that a technical advisory committee (TAC), with representation from staff of the member agencies and other relevant partners, may be of value to the Agency. However, the TAC could have different participation or a different focus depending upon the issue to be discussed (e.g., Smith Canal in Stockton versus Mossdale Tract). The question here is whether to create a permanent TAC subject to the Brown Act, or to allow the Board to create TACs when issues require it, and then to determine the relevant public meeting requirements at the time. Staff recommends that the Bylaws reiterate that the Board may create TACs as appropriate.

Following the receipt of Board feedback, staff will develop a concrete proposal for the bylaws, obtain feedback from the member agencies, and bring proposed bylaws to the Board for consideration at its next meeting.



APPROVED:
SCOTT L. SHAPIRO
GENERAL COUNSEL

SLS:dc

Agenda Item 6

February 26, 2018

TO: San Joaquin Area Flood Control Agency

FROM: Staff, Partner, and Consultant Teams

SUBJECT: **BACKGROUND MATERIALS FOR WORKSHOP ON MOSSDALE TRACT**

RECOMMENDATION

The Board of Directors should consider this material along with that presented during the Workshop and use this background for actions recommended for Agenda Item 7.

DISCUSSION

6.1 History of Mossdale Tract Basin

A detailed history of the Mossdale Tract, and its flood protection by Reclamation District No. 17 (RD17), will be presented during the Board Meeting.

Worthy of note here, however, have been three phases of RD17 led levee improvements to ensure that the Mossdale Tract maintains FEMA accreditation for the 100-year event. RD17 also began development of a Phase 4 effort to ensure 200-year protection, as required by S.B.5.

6.2 Three Potential Paths to Achieve 200-year Flood Protection

Lathrop and Manteca have been pursuing 3 different paths to achieving an Urban Level of Flood Protection (ULOP) for the Mossdale Tract area by 2025. This staff report explains how these three paths merge and diverge.

Local Path. The Cities of Lathrop and Manteca have been working in order to initially comply with SB 5 and proceed toward an ULOP. The ULDC Engineer's Report identifies a \$137M (2016 \$'s) project to meet state Urban Levee Design Criteria (ULDC), and the annual Adequate Progress Reports required under S.B. 5 identify local governance and a local funding and financing plan to construct the project by 2025. The plan presented is a locally funded plan. However, it does not take into account later estimates of climate change which have been developed by DWR subsequent to the Engineer's Report. Accommodating climate change for a 20 year extended finding in 2025 (year 2045 climate conditions) will increase costs above the \$137M estimate. A new estimate has not yet been prepared, but will be as part of an ongoing study, which will be explained below.

Due to the uncertainties inherent in large-scale projects such as this, and the limited funding available from local sources, two additional paths to ULOP success are being pursued: a state/local path, and a Federal/state/local path.

AGENDA ITEM 6

State/Local Path. After completion of the ULDC Engineer's Report, the City of Lathrop, acting on behalf of both Lathrop and Manteca, applied to DWR for a \$20.5M state Urban Flood Risk Reduction (UFRR) Grant to cover 50% of the design phase costs for a Mossdale Tract Phase 4 (ULDC) Improvement Project. The State instead awarded Lathrop a reduced grant in the amount of \$5M to cover 50% of the cost of a study and preliminary design and environmental review. (In both cases, the other 50% was to come from local sources).

The State was not willing to fund design of the proposed Phase 4, which was a fix-in-place alternative, without further examination of a range of alternatives, such as including curbs on growth or setback levees. State policy precludes using State money if the investment would increase State risk, and the State was concerned that a ULOP fix in place project could induce enough growth to increase the State's overall economic and life safety risk, especially since the State suspects that climate change will slowly and steadily reduce the level of protection over time.

A scope of work was ultimately negotiated between Lathrop and the State to allocate \$667,000 toward a newly focused feasibility study (UFRR Study), \$2,830,000 toward work already completed by Lathrop and Manteca in developing the ULDC Engineer's Report, \$1,500,000 toward an EIR, and \$5,003,000 toward preliminary design of the preferred alternative. This totals \$10M; \$5M state, and \$5M local. And because the locals had already spent the \$2,830,000, the remaining local share requirement is only \$2,170,000.

The UFRR study was scoped to examine a focused array of alternatives:

1. Fix in place levee improvements, with strong assurances on land use and wise use of the floodplain
2. Fix in place levee improvements, with binding easements for wise use of the floodplain
3. Fix in place for the levees fronting the cities of Lathrop and Manteca, a new dryland levee along the northern boundary of Lathrop
4. A combination of alternatives 1, 2, and 3 or variation thereof.

If the State and locals can agree on a mutually preferred alternative, the study will be completed and the EIR and preliminary design phases of the UFRR grant will be scoped and authorized. If not, the grant will be terminated. If the grant is terminated, the remaining local share obligation will also go away.

The study is ongoing. Draft hydrology and hydraulics have been completed and are under review by the State. Of note, the State's projections of climate change would increase the 200-year at-latitude peak flow at Vernalis significantly to 310,000 cfs by the year 2065. And the State has revised its estimate for current (year 2015) climate conditions to 101,000 cfs. This represents a 3x increase in 50 years. The study team is currently analyzing required improvements to meet year 2040 climate change conditions (the study scope calls for meeting 2040 conditions

with the design, not 2045). The study is proceeding toward a study completion in late August, 2018. But the schedule calls for identification of a preferred alternative in early May.

The State/local path explained thus far leads to potential cost-shared completion of the EIR and preliminary design of a ULOP project. However, Proposition 1E, which funded the UFRR grant, has been fully allocated by DWR to various projects. A source of State money for final design, right of way acquisition, permitting, and construction has not yet been identified. Proposition 1 (2014) money is a potential source, or some future bond not yet passed by the voters. And should a bond source be identified, the project would still most likely be subject to a competitive selection process. So, the State/local path has uncertainties.

Federal/State/Local Path. The U.S. Army Corps of Engineers (USACE) is nearing completion of the Lower San Joaquin River Feasibility Study (LSJRFS). The study was begun in 2009, with the 50% non-federal share funded by SJAFCA (including contributions from many local agencies) and the State. The study is projected to culminate in a Chief's Report in May 2018, with subsequent authorization by Congress in the next Water Resources Development Act. The LSJRFS studied alternatives to reduce flood risk in the Stockton to Manteca urban and urbanizing corridor. In the course of the LSJRFS, alternatives were evaluated to reduce risk in Mossdale subarea, as well as north Stockton and central Stockton subareas. However, issues concerning Federal Executive Order 11988 (wise use of the floodplain), complicated the Mossdale subarea, and a decision was made to defer full study of the Mossdale subarea to a subsequent phase of the study.

Now that the first phase of the study is on target for completion, scoping and budgeting are underway to complete study of the Mossdale subarea. Considerable discussions have occurred between locals and the vertical chain of the USACE over the last few years, and staff feels confident that the barriers to completion of the study have largely been cleared. A 50% non-Federal cost share will be required for the final study phase. The source of State funds is uncertain now that Proposition 1E has been fully allocated. SJAFCA will be expected to fund its portion of the non-Federal share, and may be asked to contribute to the State share, none of which has yet been quantified.

If the LSJRFS final phase culminates in a feasible recommended plan with competitive economic indicators, the study will culminate in a Chief's Report and authorization by Congress. And if the benefit-cost ratio is high enough to be competitive nationally, the Recommended Plan could receive a new start authorization and funding by Congress for design and construction. A non-Federal share of 35-50% of design and construction would be required.

It is important to note that over the last decade, Congress has focused limited federal funding on projects already authorized, and has been very hesitant to authorize new starts. Last year, only 2 new starts were authorized in the USA, for instance. And if the project does receive new start authorization, federal appropriations and project execution are typically very slow. A project of this

magnitude could require 10+ years of appropriations. So, a federally sponsored project with completion by 2025 is not deemed possible at this time.

Although this path may represent the minimum local cash outlay, the uncertainties are highest.

6.3 Medium and Long Term Funding Approach

The main purpose for the re-organization of SJAFCA to include the Cities of Lathrop and Manteca, is for the Agency to start advancing 200-Year flood control in the Mossdale Tract area. As part of this, the Board of Directors will need to secure and appropriate funding for two ongoing efforts. As noted below, funding will be needed in the short-term to continue these efforts.

1. Urban Flood Risk Reduction Program Feasibility Study, Design and Permitting Agreement with DWR

As noted above, the City of Lathrop applied for, received a commitment for, and entered into a funding agreement with DWR for up to \$5 million under DWR's Urban Flood Risk Reduction Program. This funding agreement is currently funding a feasibility study to evaluate identified alternatives for providing 200-year flood protection to the Mossdale Tract area. Should a feasible and mutually agreeable alternative be identified, any remaining funding under the agreement can be used to advance the design and environmental review of that preferred alternative. The City of Lathrop entered into a contract with Peterson Brustad, Inc. (PBI) to manage and prepare the feasibility study. With the City of Lathrop joining SJAFCA, it is the intention of the City, and DWR, that the funding agreement be assigned to SJAFCA. Correspondingly, the contract with PBI to perform the work would also be assigned. A proposed budget addendum would appropriate the funding from DWR for PBI to continue to perform the already contracted work through a contract with SJAFCA.

2. Urban Level of Flood Protection Adequate Progress Annual Reporting, Technical Support, and Local Funding Program Implementation for the Mossdale Tract Basin

Through close coordination, the Cities of Lathrop and Manteca have prepared the necessary documentation and adopted and maintained findings of Adequate Progress toward ULOP as required by S.B. 5 within the respective portions of their cities in the Mossdale Tract area. As part of this effort, the Cities have also taken on the responsibility of acting as the Local Flood Management Agencies for the basin and been preparing and submitting reports on Adequate Progress to the Central Valley Flood Protection Board to maintain their findings. With the Cities joining SJAFCA, it is their intent that SJAFCA become the Local Flood Management Agency for the basin and take on the responsibility of reporting on Adequate Progress toward ULOP for the Mossdale Tract area. This responsibility would also include furthering the implementation of the needed improvements to provide ULOP and, correspondingly advancing the implementation of the local funding program for said improvements. The local funding program is described in

detail within the annual ULOP Adequate Progress reports.

While the evaluation of the 200-Year levee improvement program is still underway as part of the ongoing UFRR feasibility study and Phase 2 of the Lower San Joaquin River Feasibility Study, it is recognized that the implementation of a local funding program is a “no regrets” efforts that still needs to be advanced to provide local funds for these efforts. Under any flood control solution approach (either a State or federally advanced effort) SJAFCA, as the local sponsor, will be required to provide a significant amount of local funding. Further, to continue to demonstrate Adequate Progress, SJAFCA will need to advance the implementation of the local funding program which includes the following components;

- A Regional Development Impact Fee;
- An Overlay Assessment District; and, if needed,
- An Enhanced Infrastructure Financing District.

As part of a budget addendum, SJAFCA staff recommends the establishment of a new SJAFCA fund, the **Mossdale Tract Fund**. This fund would account for all efforts associated with advancing 200-Year flood protection for the Mossdale Tract area. Fund revenues would come from monies advanced from the agency members to further the above described efforts, funding from DWR received as part of the UFRR Feasibility Study and ultimately funding received from the establishment of the local funding mechanism described above.

6.4 Short Term Funding Approach

Prior to approval of the amended Joint Exercise of Powers Agreement, SJAFCA staff met regularly with member agency staff and consultants to identify the scope of work needed to be completed over the next 12 to 18 months to advance these two efforts for the Mossdale Tract Basin. The coordination effort included identifying funding to come from the SJAFCA Members through a funding agreement entered into between SJAFCA and each member. Further, SJAFCA staff has also been coordinating with DWR and the City of Lathrop to transition of the UFRR Feasibility Study. As such, staff will be recommending a budget addendum for the remainder of Fiscal Year 2017/18.

6.5 Workshop Discussion

It is suggested that the members of the Board of Directors engage with staff, partners, and consultants to discuss the information presented in preparation for considering action under Agenda Item 7.



APPROVED:
SCOTT L. SHAPIRO
GENERAL COUNSEL

SLS:dc

Agenda Item 7

February 26, 2018

TO: San Joaquin Area Flood Control Agency

FROM: Scott L. Shapiro, General Counsel

SUBJECT: **PROPOSED ACTIONS TO ADVANCE FLOOD PROTECTION FOR THE
MOSSDALE TRACT (BUDGET ADDENDUM; ADVANCE FUNDING
AGREEMENT WITH MEMBERS)**

RECOMMENDATION

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

- Adopt a resolution approving an addendum to the approved fiscal year 2017/18 budget for the San Joaquin Area Flood Control Agency appropriating funds for the Mossdale Tract Program.
- Delegate authority to the Interim Executive Director to enter into the following agreements:
 - As it relates to the Urban Flood Risk Reduction (UFRR) Program Feasibility Study with the State of California:
 - An assignment agreement or equivalent agreements with the State of California Department of Water Resources and the City of Lathrop to assume the role of funding recipient for the "Reclamation District 17 Phase 4 Levee Improvement Project."
 - An assignment agreement or equivalent agreements with the City of Lathrop and Peterson Brustad, Inc. to prepare the UFRR feasibility study for the "Reclamation District 17 Phase 4 Levee Improvement Project."
 - As it relates to the implementation of the Local Funding Program and Adequate Progress towards Urban Level of Flood Protection for the Mossdale Tract area:
 - A funding / loan agreement with one or more SJAFCA members providing funding for work related to the implementation of the Local Funding Program and Adequate Progress towards Urban Level of Flood Protection (ULOP) for the basin.
 - Subject to available funding, an agreement with Larsen Wurzel & Associates, Inc. to prepare the annual ULOP Adequate Progress Report for the Mossdale Tract Basin and continue the implementation of the local funding mechanisms for 200-Year levee improvements.
 - Subject to available funding, an agreement with Peterson Brustad, Inc. to provide technical support for the evaluation and implementation of 200-Year Levee Improvements in the Mossdale Tract area.

AGENDA ITEM 7

PROPOSED ACTIONS TO ADVANCE FLOOD PROTECTION FOR THE MOSSDALE TRACT (BUDGET AMENDMENT; ADVANCE FUNDING AGREEMENT WITH MEMBERS

(Page 2)

- Create an Ad Hoc Committee of the Board of Directors to engage with staff and the consultant team to related to the Mossdale Tract area.

DISCUSSION

Background

As noted in the staff report for Agenda Item 6, the main purpose for the re-organization of SJAFCA to include the Cities of Lathrop and Manteca is for the Agency to start advancing 200-Year flood control in the Mossdale Tract area. As part of this, the SJAFCA Board will need to take a series of actions to create the financial infrastructure to allow SJAFCA to succeed at this task. This will include appropriate funding in the current fiscal year to continue the following ongoing efforts: (1) Urban Flood Risk Reduction Program Feasibility Study, Design and Permitting Agreement with DWR; and (2) Urban Level of Flood Protection Adequate Progress Annual Reporting, Technical Support, and Local Funding Program Implementation for the Mossdale Tract Basin

While the evaluation of the 200-Year levee improvement program is still underway as part of 1) the ongoing UFRR feasibility study and 2) Phase 2 of the Lower San Joaquin River Feasibility Study, it is recognized that the implementation of a local funding program is a "no regrets" effort that still needs to be advanced to provide local funds for these efforts. Under any flood control solution approach (either a State or federally advanced effort) SJAFCA, as the local sponsor, will be required to provide a significant amount of local funding. Further, to continue to demonstrate Adequate Progress, SJAFCA will need to advance the implementation of the local funding program which includes the following components;

- A Regional Development Impact Fee;
- An Overlay Assessment District; and, if needed,
- An Enhanced Infrastructure Financing District.

As part of this budget addendum, SJAFCA staff recommends the establishment of a new fund, the **Mossdale Tract Fund**. This fund would account for all efforts associated with advancing 200-Year flood protection for the Mossdale Tract area. Fund revenues would come from monies advanced from the agency members to further the above described efforts, funding from DWR received as part of the UFRR Feasibility Study and ultimately funding received from the establishment of the local funding mechanism described above.

Present Situation

Prior to full approval of the amended Joint Exercise of Powers Agreement, SJAFCA staff met regularly with member agency staff and consultants to identify the scope of work

PROPOSED ACTIONS TO ADVANCE FLOOD PROTECTION FOR THE MOSSDALE TRACT (BUDGET AMENDMENT; ADVANCE FUNDING AGREEMENT WITH MEMBERS (Page 3)

needed to be completed over the next 12 to 18 months to advance efforts for the Mossdale Tract area. The coordination effort included identifying funding to come from the SJAFCA Members through a funding agreement entered into between SJAFCA and each member. Further, SJAFCA staff has also been coordinating with DWR and the City of Lathrop to coordinate the transition of the UFRR Feasibility Study. As such, the recommended budget addendum for the remainder of Fiscal Year 2017/18 (included as Exhibit A) for the proposed Mossdale Tract Fund addresses the following categories of costs:

UFRR Feasibility Study

- Peterson Brustad

Program Management

- Allocated Staff Support & Overhead
- Consulting Support
- Legal Support

ULOP Adequate Progress & Local Funding Implementation

- Development Fee Program
- Assessment District
- ULOP Adequate Progress Report
- Financial Services

The budgeted costs for the Mossdale Tract shown in Exhibit A are summarized as follows:

Summary of Costs	Budget Addendum
UFRR Feasibility Study	\$523,956
Program Management	\$216,425
Local Funding Implementation	\$160,522
TOTAL EXPENDITURES	\$900,903

The above expenses would be added to the current adopted SJAFCA Annual budget for Fiscal Year 2017/18 adopted by the Board on May 18, 2017. The revenues supporting this funding would come from two sources. As noted above, the first source of funding would be a funding agreement with State of California that would be assigned from the City of Lathrop to SJAFCA. A copy of that funding agreements is included as Exhibit B. The second source of funding would be a series of funding agreement(s) structured in the form of loans that would be repaid once future local funding mechanisms are in place and able to provide sufficient cash flow to cover future project expenses. A draft term sheet has been prepared by staff from the local agencies and reviewed by SJAFCA staff. The draft term sheet for the funding agreements is included as Exhibit C.

PROPOSED ACTIONS TO ADVANCE FLOOD PROTECTION FOR THE MOSSDALE TRACT (BUDGET AMENDMENT; ADVANCE FUNDING AGREEMENT WITH MEMBERS

(Page 4)

Due to the timing of the Board Meeting and the need to get direction from the Board of Directors, agreements have not yet been prepared. Staff is requesting that the Board of Directors delegate authority to the Acting Executive Director and Agency Counsel to finalize funding agreement(s) that incorporate the terms included within Exhibit C with the member agencies. In combination, these funding agreements would provide the funding needed to cover the projected expenses for the proposed Mossdale Tract Fund through the end of the fiscal year.

In order to implement the services that would be funded by the above agreements, SJAFCA proposes to enter into agreements with Peterson Brustad, Inc. (PBI) and Larsen Wurzel & Associates, Inc. (LWA). Due to the timing of the Board and the preparation of these contracts, finalized agreements have not yet been prepared. Staff is requesting that the Board of Directors delegate authority to the Acting Executive Director and Agency Counsel to finalize professional services agreement(s) subject to funding being made available. These agreements would include:

- An assignment agreement or equivalent agreements with the City of Lathrop and PBI to prepare the UFRF feasibility study for the Reclamation District 17 Phase 4 Levee Improvement Project.
- An agreement with LWA to prepare the annual ULOP Adequate Progress Report for the Mossdale Tract Basin and continue the implementation of the local funding mechanisms for 200-Year levee improvements.
- An agreement with PBI to provide technical support for the evaluation and implementation of 200-Year Levee Improvements in Mossdale Tract Basin.

Finally, the issues associated with bringing 200-year flood protection to the Mossdale Tract are complicated and will continue to quickly evolve. Due to this being a new focus for the Agency, and the relative infrequency of Agency Board of Directors' meeting, staff recommends that an Ad Hoc committee be created of less than a majority of Board Members (no more than four) which can have input into the work pursued by staff in between Board Meetings. It is suggested that the Chair and one representative from each of the Member Agencies be appointed to the Ad Hoc committee.

Summary

The recommended Board Action would create a new fund, the Mossdale Tract Fund and appropriate funding for the activities needed to advance the Mossdale Tract Program. Funding would come from various agreements with the State of California and SJAFCA members to advance the program and the establishment of funding sources for the local share of the Program. Subject to the finalization of these funding sources, SJAFCA would enter into contracts with PBI and LWA to advance the UFRF feasibility study, the establishment of local funding sources and continue with the preparation of the Annual

PROPOSED ACTIONS TO ADVANCE FLOOD PROTECTION FOR THE MOSSDALE TRACT (BUDGET AMENDMENT; ADVANCE FUNDING AGREEMENT WITH MEMBERS

(Page 5)

Adequate Progress Report needed for the local jurisdictions to maintain findings of Adequate Progress. Finally, the recommended actions include the establishment of an Ad Hoc Committee.

Attachments:

Exhibit A – Mossdale Tract Fund Proposed Budget Addendum

Exhibit B – UFRR Funding Agreement between DWR & Lathrop

Exhibit C – Draft Member Loan Agreement Term Sheet & Principles



APPROVED:
SCOTT L. SHAPIRO
GENERAL COUNSEL

SLS:dc

SJAFCA Proposed Budget Addendum - Exhibit A

Proposed Mossdale Tract Fund - FY 2017/18

REVENUES

Restricted Revenues

Intergovernmental Funding (State DWR UFRR Feasibility Study)	\$523,956
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Unrestricted Revenues

Member Agency Loans	\$376,947
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TOTAL REVENUES

\$900,903

EXPENDITURES

Program Management

Allocated Staff Support & Overhead	\$147,658
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Consulting Support	\$57,667
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Legal Support	\$11,100
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Sub-Total Program Management	<u>\$216,425</u>
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UFRR Feasibility Study

Peterson Brustad, Inc.	\$523,956
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Sub-Total UFRR Feasibility Study	<u>\$523,956</u>
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Local Funding Implementation

Assessment District Support	\$16,667
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Development Fee Transition to SJAFCA	\$19,000
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Development Fee Advance Funding & Crediting	\$21,895
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EIFD Support / Formation	\$63,500
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ULOP Adequate Progress Report (1 Yr)	\$31,960
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JPA Budgeting Amendment & Seed Funding	\$7,500
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Sub-Total Local Funding Implementation	<u>\$160,522</u>
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TOTAL EXPENDITURES

\$900,903

EXHIBIT A

AGREEMENT NUMBER 4600011771
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Water Resources

CONTRACTOR'S NAME

City of Lathrop

2. The term of this Agreement is: March 1, 2017 through June 30, 2019
This Agreement shall not become effective until approved by the Department of General Services.
3. The maximum amount of this Agreement is: \$5,000,000.00
Five million dollars and zero cents.
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

This Funding Agreement (FA) between DWR and the City of Lathrop is to cost share, in a ratio of 50/50, the costs associated with the feasibility study, environmental documents, and preliminary design of Reclamation District 17 (RD 17), Urban Levee Design Criteria (ULDC) Improvements. Total costs are estimated to be \$10,000,000.00. The State share of these costs would be \$5,000,000.00. The Urban Flood Risk Reduction (UFRR) program has reviewed and approved this FA with funding to be provided through Proposition 1E funds.

Signatures appear on page 20 of 61 of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

California Department of General
Services Use Only

VB

APPROVED

JUN 23 2017

OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

Approved as to legal form
and sufficiency:
Asst. Chief Counsel, DWR

EXHIBIT B

STATE OF CALIFORNIA
THE NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

Pro Forma Standard Agreement

FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
AND THE

City of Lathrop

FOR

Reclamation District 17 Phase 4 Levee Improvements

FUNDED UNDER THE
URBAN FLOOD RISK REDUCTION PROGRAM

OF

THE CALIFORNIA DISASTER PREPAREDNESS AND FLOOD PREVENTION BOND ACT OF 2006

EXHIBIT B

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STATE OF CALIFORNIA
THE NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
FUNDING AGREEMENT BETWEEN STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES AND

City of Lathrop

UNDER THE CALIFORNIA DISASTER PREPAREDNESS AND FLOOD PREVENTION BOND ACT OF
2006

(Public Resources Code section 5096.800 et seq.)

THIS FUNDING AGREEMENT, entered into by and between State of California, acting by and through the Department of Water Resources, herein referred to as the "State" and the *City of Lathrop*, a public agency in the County of *San Joaquin*, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient," which parties do hereby agree as follows:

The terms listed below shall have the meaning indicated wherever used in this Funding Agreement.

"Agreement to Seek Credit or Reimbursement:" An agreement entered into by the Funding Recipient with an appropriate legal entity to seek credit or reimbursement from the federal government for funds expended under this Funding Agreement that is entered into in accordance with the provisions of Paragraph 8(d).

"Basin:" A separable hydraulic area protected by a system of flood-management infrastructure.

"Betterments:" The design and construction of the Project, a Project Element or a Project Feature in accordance with standards that exceed the standards that the State would otherwise apply for accomplishing the Project.

"Credit:" Local expenditures toward Eligible Project Costs incurred prior to execution of a Funding Agreement that are recognized by the State as part of the local cost share for the Project.

"Department:" Refers to the State of California Department of Water Resources (DWR).

"Design Project:" Refers to a project that does not involve actual construction work. Design Projects involve final design of the Project and could include environmental and other permitting activities and real estate support activities. Design Projects do not include work associated with preliminary Project design, preliminary environmental studies to choose a preferred alternative, construction, or real estate acquisition.

"Eligible Project Costs:" The reasonable and necessary actual costs associated with the Project which are described in Paragraph 7, to the extent to which they are to be counted toward the Total Project Cost.

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"Funding Recipients:" A public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, which is the signatory to the Funding Agreement, and its successors and assigns.

"Independent Review:" A review conducted, at the Department's discretion, of design and construction activities prior to the initiation of physical construction and periodically thereafter until construction activities are completed on a regular schedule sufficient to inform the Department on the adequacy, appropriateness, and acceptability of the design and construction activities for the purpose of assuring public health, safety, and welfare.

"Level of Protection:" Relates to the probability of flooding in any one year. It is expressed as 1 in x annual chance of flooding (e.g., 1 in 50 annual chance of flooding is a 50-year level of protection) measured in accordance with the Urban Levee Design Criteria (May 2012) in urban areas. This term is different than "Design Level of Performance" which deals with the performance level of the facility at issue based on the original intended design.

"OMRR&R:" Operation, maintenance, repair, replacement, and rehabilitation of the Project.

"OMRR&R Manual:" This refers to the Operations Maintenance Repair, Replacement and Rehabilitation Manual Addendum required by the USACE prior to transfer of the OMRR&R responsibilities for newly constructed federal project features back to the CVFPB and ultimately to the Local Maintaining Agency or State Maintenance Area. The OMRR&R manual must meet the USACE standards which at this time are consistent with USACE Engineering Regulations 1110-2-401, Operation, Maintenance, Repair, Replacement, and Rehabilitation Manual for Projects and Separable Elements Managed by Project Sponsors, or any subsequent guidance issued by the USACE required to transfer OMRR&R responsibilities.

"O&M Manual:" This refers to the Local Maintaining Agency or State Maintenance Area Operations & Maintenance Manual that includes sufficient detail, beyond that required in the OMRR&R Manual, to ensure that O&M responsibilities for newly constructed project features are clearly defined.

"Overall Work Plan:" The plan described in Paragraph 21 and Exhibit A.

"Project:" The project described in the Overall Work Plan.

"Project-Associated Work:" Work on the Project that is associated with the work to be done under the Overall Work Plan that is not funded under this Funding Agreement. Such work includes, but is not limited to, Betterments, work that provides Supplemental Benefits not necessary for flood protection purposes.

"Project Completion Report:" The report required by Paragraph 21 and further described in Exhibit F.

"Project Costs:" The total cost of the Project, including Eligible Project Costs and the cost of any Project-Associated Work.

"Project Element" or "Element:" A discrete portion of the Project identified in the Overall Work Plan. These are not specific parts of the design-build process; rather, they are discrete physical portions of the actual construction.

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"Project Feature" or "Feature:" A discrete portion of a Project Element identified in the Overall Work Plan. These are not specific parts of the design-build process; rather, they are discrete physical portions of the actual construction.

"Quarterly Reports:" The reports required by Paragraph 21 and further described in Exhibit C.

"State:" The State of California, acting by and through the Department of Water Resources.

"State Program Manager:" Representative for the State that will have authority to make determinations and findings with respect to each controversy arising under or in connections with the interpretation, performance, or payment for work performed under the Funding Agreement. The State Program Manager may appoint a State Project Manager to handle most project management-related tasks.

"State Project Manager:" Representative for the State that will receive all notices, demands, requests, consents, or approvals that are required under the Funding Agreement to be in writing. The State Project Manager is appointed by the State Program Manager and can be changed by the State Program Manager upon written notice to all parties to this Agreement.

"Statement of Costs:" A Statement of incurred costs submitted pursuant to Paragraph 15.

"Supplemental Benefits:" Benefits associated with the Project that are not required as mitigation for the Project and that meet multipurpose objectives related to habitat, open space, recreation, disadvantaged areas, and/or State facilities. Supplemental Benefits may make the Project eligible for an increased State cost share.

"Total Project Cost:" The portion of the Project cost that is to be shared between the Department and the Funding Recipient. The costs contributed by other entities or programs are not included in the Total Project Cost.

"Urban Area:" Any contiguous area in which more than 10,000 residents are protected by project levees.

"USACE:" The United States Army Corps of Engineers.

1. **PURPOSE OF FUNDING.** This funding is made available by State to Funding Recipient to assist in financing an Urban Flood Risk Reduction Program Project pursuant to Chapter 1.699 (commencing with section 5096.800) of Division 5 of the Public Resources Code. Funds may be used only as provided in this Funding Agreement for Eligible Project Costs for the Project described in Exhibit A, Overall Work Plan. The Overall Work Plan includes Project Elements and Project Features as defined in the Overall Work Plan. The Funding Recipient may also construct Betterments, but the additional cost of Betterments will not be considered Eligible Project Costs. The Overall Work Plan shall separately describe any Betterments and any other Project-Associated Work, but will not be funded under this Funding Agreement.

This Funding Agreement governs the work described in the Overall Work Plan. If the Overall Work Plan includes design and construction work, such work can be completed in phases. The Funding Recipient may begin design work before its environmental documents are complete, but may not begin the construction portion of the approved Project until all environmental work for the Project Element or Project Feature has concluded. An Overall Work Plan that contains both design and construction work has an additional, mid-Project, State approval requirement; when the Project work transitions from design to construction, the State must confirm, in writing, that the Project is eligible to move forward into construction. In circumstances where one particular

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Project Element or Project Feature is ready to begin construction, this approval letter may be issued, but only for the Project Element(s) or Project Feature(s) that are ready. An additional approval letter will be required from the State for each subsequent Project Element or Project Feature. As described further in Paragraph 12 of this Agreement, this approval letter may not be issued if the Funding Recipient has not completed all necessary environmental work for a Project Element or Project Feature.

2. **TERM OF FUNDING AGREEMENT.** The term of the Funding Agreement shall be from the latest date of execution by the State and approval by the Department of General Services through **June 30, 2019**.
3. **PROJECT SCHEDULE.** Funding Recipient shall diligently perform or cause to be performed all Project work in accordance with the Project Schedule as shown in Exhibit A or as otherwise approved by the State in writing. If Funding Recipient does not meet the Project Schedule provided in Exhibit A-1-B, the State reserves the right to exercise the withholding remedies provided in Paragraphs 17-19 of this Agreement.
4. **PROJECT COST.** The total reasonable cost of the Project is estimated to be **\$10,000,000**.
5. **LIMIT ON STATE FUNDS.** Pursuant to the California Disaster Preparedness and Flood Prevention Bond Act of 2006 (Proposition 1E) and subject to the availability of funds, including any mandates from the Department of Finance, the Pooled Money Investment Board ("PMIB") or any other state authority, the State will provide to Funding Recipient in accordance with the terms of this Funding Agreement for the State cost share an amount not to exceed **\$5,000,000**, except as provided in Paragraph 26. The State will not make payments of any kind -- advances or reimbursements -- until funding is made available by the State Treasurer, after allocation decisions are made by the Pooled Money Investment Board and Department of Finance. Funding recipients will only be entitled to State funds for Eligible Project Costs, as defined in Paragraph 7, and calculated in accordance with the cost sharing provisions in Paragraph 8.
6. **FUNDING RECIPIENT'S COST.** Funding Recipient agrees to fund the difference, if any, between the actual Project costs and the amount paid by the State for its share of Eligible Project Costs.
7. **ELIGIBLE PROJECT COSTS.** Funding Recipient shall only apply State funds for Eligible Project Costs. To determine the eligibility of certain types of costs, the State intends to use the same guidance document that USACE would use: Office of Management and Budget (OMB) Circular A-87. Also, for travel expenses, DWR form 9580 will be used as required by the State Project Manager. Except as otherwise provided in Paragraph 14(b), Eligible Project Costs are the reasonable and necessary actual costs associated with an eligible Project incurred after November 7, 2006, (date of passage of Proposition 1E). Eligible costs are listed in the UFRP Program Guidelines in Section 6.

Tribal monitors are an eligible project cost as long as the circumstances require tribal monitors and the tribal monitors possess the necessary knowledge and skills. Tribal monitors are an eligible project cost: (1) when tribal monitors are required by a monitoring program adopted pursuant to Public Resources Code section 21081.6; (2) when, after the environmental document is certified pursuant to the California Environmental Quality Act (CEQA), information is submitted to the Funding Recipient regarding the presence of cultural resources; (3) when, during implementation of the Project, cultural resources are discovered on the Project site; or (4) upon order by a court of competent jurisdiction. The extent of such monitoring will vary depending on the size, length, and complexity of the Project and the site's sensitivity for tribal cultural resources. The Funding Recipient shall submit a tribal cultural resources mitigation and

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monitoring plan, if not already included in the environmental document, for State's consideration. Tribal monitors shall possess the necessary knowledge, skills, abilities, and experience to serve as a tribal monitor for the Project, including but not limited to knowledge about the subject Native American culture and traditions and familiarity with archaeological practices and federal and state laws regarding Native American cultural concerns.

8. COST SHARING.

- a) Eligible Project Costs will be shared by the State and the Funding Recipient on the following basis:

The State will pay fifty percent (50%) of Eligible Project Costs. Funding Recipient will be responsible for paying the balance. The Funding Recipient may not use other State funds for its local share unless the State agency providing those funds is specifically authorized by the Legislature to allow the Funding Recipient to use the funds for its local share and the State agency gives the Funding Recipient its written permission to use the funds provided by the State agency for the local share.

The Funding Recipient's cost-share is based on the Funding Recipient's reasonable expectations at the time the Funding Agreement is signed concerning the Supplemental Benefits the Project will provide toward the habitat, open-space, recreation, and combination objectives.

- b) Funding Recipient understands that these State/Local cost sharing percentages are based on the assumption that the State and the Funding Recipient will have to pay the federal share that would otherwise be paid if this Project were authorized and funded by Congress. Funding Recipient understands, however, that the State is required as a condition of using funds from Proposition 1E to seek the maximum feasible cost share from the federal government and must have the full cooperation of the Funding Recipient in making the arrangements necessary to put the State in a position where Project Costs will be eligible for federal credit or reimbursement. The Funding Recipient agrees:

- 1) Funding Recipient is required to follow the USACE's current Section 221 Crediting Guidance Document. Also, the State shall not disburse any construction funds under this Funding Agreement until the Funding Recipient has secured a Section 221 Memorandum of Understanding for federal credit with USACE. In its sole discretion, the State may waive or modify this requirement provided such waiver or modification is in writing.
- 2) Funding Recipient shall promptly provide copies of all correspondence relating to the application to the State and will provide timely advance notice of meetings, if any, between the Funding Recipient and the USACE concerning the federal credit or reimbursement application.
- 3) If requested to do so by the USACE, Funding Recipient shall enter into an agreement with the USACE to provide assurances that it will be responsible for OMRR&R for the Project in accordance with federal law and shall indemnify the federal government and its officers, agents, and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses, or liability due or incident to, either in whole or in part, and whether directly or indirectly, arising out of the Project.
- 4) If the USACE decides that amendments to the federal credit or reimbursement application, this Funding Agreement, or new agreements between the Funding

Recipient and the State are required for the USACE to provide federal credit or reimbursement, Funding Recipient shall not unreasonably withhold its consent to enter into such agreements.

- 5) Funding Recipient shall diligently pursue obtaining federal credit or reimbursement from the USACE and failure to do so shall be considered an event of default under this Funding Agreement.
- c) Federal credit/reimbursement from the USACE shall be shared between the Funding Recipient and the State in direct proportion to the financial contribution of each party toward the Eligible Project Costs incurred for each project, Project Element, or Project Feature for which federal credit/reimbursement is provided by the USACE. If the Funding Recipient is awarded federal credit/reimbursement by the USACE for the Project, a Project Element, or a Project Feature, Funding Recipient will, to the extent permitted by applicable law, provide such federal credit/reimbursement to the State in proportion to the State's contribution to the Project, Project Element, or Project Feature relative to the overall actual Eligible Project Costs incurred for the Project, Project Element, or Project Feature. If the State is awarded federal credit/reimbursement by the USACE for a Project, Project Element, Project Feature by following the procedures set forth above or through any other means, State will, to the extent permitted by applicable law, provide such federal credit/reimbursement to the Funding Recipient in proportion to the Funding Recipient's contribution to the Project, Project Element, or Project Feature relative to the actual Eligible Project Costs incurred for the Project, Project Element, or Project Feature.

The Funding Recipient agrees to seek federal credit or reimbursement in accordance with Paragraph 8(d) of this Funding Agreement.

If the Funding Recipient is not the local/non-federal sponsor of a federally authorized project, any credits or reimbursement obtained from the federal government shall be shared in accordance with the Agreement to Seek Credit or Reimbursement required by Paragraph 8(d) of this Funding Agreement.

- d) If the Funding Recipient is not the local/non-federal sponsor of a federally authorized project, the Funding Recipient represents and warrants:
 - 1) Funding Recipient has submitted to the State a legally binding Agreement to Seek Credit or Reimbursement with an appropriate legal entity to file a request for credit or reimbursement from the federal government. The Agreement to Seek Credit or Reimbursement shall commit the appropriate legal entity to comply with terms similar to those that would be required of the Funding Recipient under this Paragraph 8 of the Funding Agreement. This Agreement to Seek Credit or Reimbursement shall be reviewed and approved by the State in writing in advance of execution by the parties thereto.
 - 2) Funding Recipient will comply with the terms of this Agreement to Seek Credit or Reimbursement.
 - 3) Funding Recipient will not seek funds under this Funding Agreement until an application for credit or reimbursement has been filed in accordance with the Agreement to Seek Credit or Reimbursement.
 - 4) In the event that the counter-party to the Agreement to Seek Credit or Reimbursement fails to comply with the terms of the Agreement to Seek Credit or

Reimbursement, Funding Recipient agrees that it shall continue to use best efforts to obtain credit or reimbursement from the federal government.

In its sole discretion, the State may waive or modify the requirements of this paragraph provided such waiver or modification is in writing.

9. **FUNDING RECIPIENT'S RESPONSIBILITY FOR WORK.** Funding Recipient shall be responsible for work and for persons or entities engaged in work, including, but not limited to, subcontractors, suppliers, and providers of services. Funding Recipient shall give personal supervision to any work required under this Funding Agreement or employ a competent representative, satisfactory to State, with the authority to act for Funding Recipient. Funding Recipient or its authorized representative shall be present while work is in progress. Funding Recipient shall give attention to fulfillment of the Funding Agreement and completion of the Project, and shall keep work under control. Funding Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to bid disputes and payment disputes with Funding Recipient's contractors and subcontractors. The State will not mediate disputes between Funding Recipient and any other entity concerning responsibility for performance of work.
10. **RELATIONSHIP OF PARTIES.** Funding Recipient is acting in an independent capacity and is solely responsible for activities set forth in the Project Work Plan. Review or approval of plans, specifications, bid documents or other documents by the State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict Funding Recipient's responsibility.
11. **PERFORMANCE AND ASSURANCES.** Funding Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work.
12. **REQUIREMENTS FOR DISBURSEMENT.** Funding Recipient shall meet all conditions precedent to the disbursement of money under this Funding Agreement. Failure by Funding Recipient to comply may, at the option of State, result in termination of the Funding Agreement. State shall have no obligation to disburse money under this Funding Agreement unless and until the disbursement is in accordance with requirements of Proposition 1E and:
 - a) Funding Recipient has provided a copy of a resolution adopted by its governing body accepting the funds, and designated a representative to execute this Funding Agreement and to sign requests for disbursement of State funds. The resolution must be substantially the same as the draft resolution provided in Exhibit D to this Funding Agreement.
 - b) An application for credit or reimbursement has been filed with the federal government as provided for in Paragraph 8 of this Funding Agreement.
 - c) Funding Recipient has demonstrated compliance with (i) all applicable requirements of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) and submitted copies of any environmental documents (including, but not limited to, any environmental impact report(s), environmental impact statement(s), environmental assessment(s), negative declaration(s), CEQA findings, project approvals and permits, and mitigation monitoring plan(s), as appropriate); and (ii) all other applicable state and federal environmental requirements (including, but not limited, to requirements under the federal Clean Water Act, the federal Endangered Species Act and the California Fish & Game Code) and submitted copies of the appropriate

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environmental permits, authorizations and agreements. This may not be required for Design Projects.

In addition to the requirement that the Funding Recipient demonstrate completion of all required environmental documents, the Department may not issue the approval letter required for combined design and construction projects under Paragraph 1 of this Funding Agreement until it has completed its environmental work and issued a notice of decision in connection with the Project, a Project Feature, a Project Element for which the approval letter has been requested.

- d) Funding Recipient has timely submitted Quarterly Reports as required by Paragraph 21.
 - e) The necessary funding has been made available by the State Treasurer, after allocation decisions are made by the Pooled Money Investment Board and the Department of Finance, as discussed above in Paragraph 5.
13. **CONSISTENCY WITH THE DELTA PLAN.** The Project may meet the definition of a Covered Action under Water Code Section 85057.5. If the Funding Recipient determines the Project is a Covered Action, the Project is required to be consistent with the regulatory policies of the Delta Plan. The Funding Recipient must certify consistency with the Delta Plan by submitting a Certification of Consistency to the Delta Stewardship Council (DSC) and the State at least thirty (30) days prior to implementing the Project. Information regarding Covered Actions and Certification of Consistency may be found on the DSC's website at the following locations:

Covered Actions: http://deltacouncil.ca.gov/covered_actions

Certification of Consistency: http://coveredactions.deltacouncil.ca.gov/certification_process.aspx

14. **PAYMENTS AND CREDITS FOR STATE SHARE OF ELIGIBLE PROJECT COSTS.** Eligible Project Costs will be paid or credited by the State in accordance with the cost sharing provisions in Paragraph 8 and according to one or more of the following methods:

- a) No credit will be given for work completed before Proposition 1E was approved by the voters on November 7, 2006, with the exception of existing material and/or real estate acquired before that date. Work after November 7, 2006, will be divided into two categories: non-construction work and construction work. Though prior written approval is strongly advised any time a Funding Recipient anticipates it will request credit, the Department will consider, on a case-by-case basis, crediting non-construction work performed without prior written approval. In contrast, the Department must have issued prior written approval for actual construction work to be deemed creditable and any conditions described in the written approval must be met before the credit is recognized. The process for seeking credit shall be as follows:

- 1) For Eligible Project Costs, the Funding Recipient shall provide a Statement of Costs detailing such costs in accordance with the applicable provisions of Paragraph 15. The Statement of Costs shall be submitted within forty-five (45) days of the effective date of this Funding Agreement. Credit for advance work performed for phases of work pending written approval by the State may be considered Eligible Project Costs only after the State has (1) received an adequate Statement of Costs in accordance with Paragraph 15 for such advance work; and (2) the State has provided its written approval for the phase for which the advance work has been performed. The State's

approval of credit for any advance work is fully discretionary at the option of the State.

If the State provides credit, it will provide credit toward the Funding Recipient's share of Eligible Project Costs. No credit will be provided for any advance work performed for phases of work that require prior written approval by the State. Any such costs incurred for work performed prior to receiving the State's written approval are not Eligible Project Costs.

- b) This subpart sets forth a process for advance payments of the State share of Eligible Project Costs. Advance payments are made on the basis of estimated budgets included in Quarterly Reports and are adjusted quarterly on the basis of a statement of actual Eligible Project Costs.

Within seven (7) days of the effective date of the Funding Agreement through the end of the calendar quarter and forty-five (45) days prior to each calendar quarter thereafter, Funding Recipient shall submit to State a Quarterly Report for each calendar quarter in accordance with Paragraph 21. State shall receive and consider approval of the proposed work and cost estimate provided in the Quarterly Report. At the request of the Funding Recipient, State shall pay in advance on a quarterly or semi-annual basis for approved Eligible Project Costs its cost share of the work covered in the Quarterly Report submitted. Funding Recipient shall provide Statements of Costs in accordance with Paragraph 15. If State determines that advances in a quarter exceed actual costs in that same quarter, such amounts may be applied against advances in succeeding quarters. The State's total amount of all advance payments shall not exceed 90% of the total estimated cost in the State's share of Eligible Project Costs payable under the Funding Agreement.

If State determines that advances exceed the State's share of total actual Eligible Project Costs, State may withhold advance payments equal to amounts advanced in excess of the State's share of Eligible Project Costs, but only after Funding Recipient has had an opportunity to meet and discuss with State any alleged excess payments. Thirty (30) days prior to expiration of this Funding Agreement, Funding Recipient shall remit to State any advance payments that exceed the State's share of actual Eligible Project Costs. All advance payments will be used only to pay Eligible Project Costs for performing all or part of a task or item in the Project budget. All advance payments made pursuant to this subpart shall be subject to a withholding of ten percent (10%). This withholding will be held pursuant to the terms in Paragraph 17.

15. STATEMENT OF COSTS. For all costs, Funding Recipient shall provide State with Statements of Costs

- a) Statements of Costs shall be filed monthly or for such longer periods as the State and Funding Recipient may mutually agree in writing. Funding Recipient shall provide a statement of the incurred Eligible Project Costs for work performed during the period identified in the particular statement. Each Statement of Costs and/or Quarterly Report shall also include: (1) information required to verify that claimed costs were incurred, such as contractor and vendor invoices and receipts for equipment and supplies; (2) a statement of Funding Recipient's payments made to cover its share of Eligible Project Costs, if applicable; and (3) a comparison of the actual incurred Eligible Project Costs with those projected in the Quarterly Reports and an explanation of any differences of more than five percent (5%) per task or item from the estimate included in the Quarterly Report budget.
- b) If the Funding Recipient is receiving an increased cost share because the Project provides Supplemental Benefits relating to habitat, open-space, or recreation, the Final

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Statement of Costs shall also provide information sufficient to demonstrate that the Funding Recipient's commitment to provide Supplemental Benefits has been fulfilled.

- c) The State will review each Quarterly Report and each Statement of Costs to determine whether claimed costs are, in the opinion of the State, Eligible Project Costs and whether the Funding Recipient has provided adequate information to verify that claimed expenses were incurred.
- d) State may reject a Statement of Costs if: (1) it is submitted without signature; (2) it is submitted under signature of a person other than Funding Recipient's Program or Project Manager; or (3) Funding Recipient fails to timely submit a Final Statement of Costs within the time period specified in Paragraph 15. State will notify Funding Recipient of any Statement of Costs so rejected, and the reasons therefore.
- e) A Statement of Costs containing a mathematical error will be corrected by State, after an email or written correspondence to Funding Recipient; and will thereafter be treated as if submitted in the corrected amount. State will provide Funding Recipient with notification of the corrected Statement of Costs.
- f) State will notify Funding Recipient in writing, whenever, upon review of a Statement of Costs, State determines that any portion or portions of the costs claimed: (1) are ineligible to be paid under Federal or State law, or the terms of this Funding Agreement; (2) do not constitute Eligible Project Costs approved by State for funding under the terms of this Funding Agreement; or (3) are not supported by invoices or receipts acceptable to State. Funding Recipient may, within thirty (30) days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Funding Recipient fails to timely submit adequate documentation curing the deficiency(ies), State will adjust the pending Statement of Costs by the amount of the ineligible and/or unapproved cost(s). Funding Recipient may continue to submit additional documentation in support of rejected cost(s) and may include such cost(s) with additional supporting documentation on a subsequent Statement of Costs. Disputes concerning whether costs are Eligible Project Costs and have been adequately documented will be resolved in accordance with the dispute resolution process set forth in Paragraph 20.
- g) The requirements for closeout of the Project, a Project Element, or a Project Feature are provided in Exhibit F. The Project, a Project Element, or a Project Feature will be considered completed when the Funding Recipient has provided the information specified in Exhibit F to the satisfaction of the State.

Upon completion or termination of the Project or any Project Element or Project Feature, Funding Recipient shall furnish to State, within sixty (60) days, a final Statement of Costs for the Project, Project Element, or Project Feature. Periodic cost statements and the Final Statement of Costs shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as provided in Paragraph 5 and those costs that represent Funding Recipient's costs, Paragraph 6.
- h) All Statements of Costs shall be accompanied by a statement signed by the Funding Recipient's Program or Project Manager that the statement is correct to the best of his or her knowledge and belief after an investigation that is reasonable under the circumstances and is submitted under penalty of perjury.

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- i) At the sole discretion of the State, the State may modify the requirements for preparation and submittal of Statements of Costs in order to improve administration of the Urban Flood Risk Reduction Program or ensure compliance with the Governor's Executive Order on accountability for bond funds, Executive Order S-02-07, or other legal requirements.
16. **DISBURSEMENT.** Consistent with Paragraphs 12 and 14, State will disburse to Funding Recipient the amounts approved, subject to the availability of funds. Funds will be disbursed by State in accordance with the cost sharing provisions in Paragraph 8, the relative payment obligations of Funding Recipient, Paragraph 6, and State, Paragraph 5, up to the Total Project Cost, Paragraph 4. Any and all money disbursed to Funding Recipient under this Funding Agreement and any and all interest earned by Funding Recipient on such money shall be used solely to pay Eligible Project Costs.
17. **WITHHOLDING OF FUNDING DISBURSEMENT BY STATE.** From each disbursement of funds for Eligible Project Costs, with the exception of Eligible Project Costs quarterly advances, the State shall withhold a maximum of ten percent (10%) of the State share until the Project Element of the Project for which the payment is made is completed or, if the work on a particular Project Element is further divided into Project Features, until the work on a Project Feature is completed. The Project, a Project Element, or a Project Feature shall not be considered completed until the requirements of Exhibit F have been met to the satisfaction of the State.

If State determines that the Project is not being completed substantially in accordance with the provisions of this Funding Agreement, or that Funding Recipient has failed in any other respect to comply substantially with the provisions of this Funding Agreement, and if Funding Recipient does not remedy any such failure to State's satisfaction, State may withhold from Funding Recipient all or any portion of the funding commitment and take any other action that it deems necessary to protect its interests. If the Funding Recipient must remedy a failure to comply, and the remedy increases Eligible Project Costs, the State may disallow payment of the State's share of the increase in Eligible Project Costs.

The Funding Recipient may make a request for early release of funds withheld pursuant to this provision in accordance with the requirements set forth in Exhibit E of this Funding Agreement.
18. **WITHHOLDING THE BALANCE OF FUNDING AMOUNT.** Where a portion of the Funding Commitment has been disbursed to Funding Recipient and State notifies Funding Recipient of its decision not to release funds that have been withheld pursuant to Paragraph 17 (other than requests for early release of funds made by the Funding Recipient pursuant to Exhibit E), the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Funding Recipient. Refusal of Funding Recipient to repay may, at the option of State, be considered a breach of agreement and may be treated as default under Paragraph 20.
19. **WITHHOLDING THE ENTIRE FUNDING AMOUNT.** If the State notifies Funding Recipient of its decision to withhold the entire funding amount from Funding Recipient pursuant to Paragraph 17, this Funding Agreement shall terminate upon receipt of such notice by Funding Recipient and the State shall no longer be required to provide funds under this Funding Agreement.
20. **DEFAULT PROVISIONS AND DISPUTE RESOLUTION.**
 - a) Events of Default. Funding Recipient will be in default under this Funding Agreement if any of the following occur:

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- 1) Breach of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient's obligations;
 - 2) Making any false warranty, representation, or statement with respect to this Funding Agreement or the application filed to obtain this Funding Agreement; or
 - 3) Failure to make any remittance required by this Funding Agreement.
- b) Consequences of Default. Should an event of default occur, State shall provide a notice of default to the Funding Recipient. If the Funding Recipient fails to cure the default within the time (not less than ten (10) business days) prescribed by the State, State may do any or all of the following:
- 1) Declare the funds be immediately repaid, with interest, which shall be equal to the State general obligation bond interest rate in effect at the time of the default;
 - 2) Terminate any obligation to make future payments to Funding Recipient;
 - 3) Terminate the Funding Agreement; and
 - 4) Take any other action that it deems necessary to protect its interests, including but not limited to completing the work and requiring the Funding Recipient to pay the cost of the work, less the State cost share.

c) Dispute Resolution.

Any claim that Funding Recipient may have regarding the performance of this Funding Agreement including, but not limited to, claims for an extension of time, shall be submitted to the State Program Manager within thirty (30) calendar days of Funding Recipient's knowledge of the claim. State and Funding Recipient shall then attempt to negotiate a resolution of such claim and process an amendment to the Funding Agreement to implement the terms of any such resolution.

Before either party to this Funding Agreement may bring suit in any court concerning an issue relating to this Funding Agreement, that party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to the parties. Any costs of dispute resolution shall be shared evenly by the parties. Except, as specifically provided in this Funding Agreement, the existence of a dispute shall not excuse the parties from performance pursuant to this Funding Agreement.

In the event State finds it necessary to enforce any provision of this Funding Agreement in a court of law, Funding Recipient agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs, if the court rules in favor of the State.

21. SUBMISSION OF INFORMATION BY THE FUNDING RECIPIENT.

- a) Overall Work Plans: An Overall Work Plan, Budget, and Schedule for the Project are included as Exhibit A to this Funding Agreement.

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- b) Quarterly Reports: The Funding Recipient will be required to submit Quarterly Reports to update the State on the status of the Project. The first Quarterly Report will be required within seven (7) days of the effective date of the Funding Agreement and will include only a plan describing work that is to take place in the first subsequent quarter. A Quarterly Report must be submitted each quarter thereafter until the Project is complete. Each Quarterly Report must be submitted to the State by forty-five (45) days into the current quarter for the previous and upcoming quarters. These reports are to provide a summary of work performed in the previous quarter, work currently being performed in the current quarter, and a plan for upcoming quarter as described below:

- Previous Quarter Update

- The Previous Quarter Update must include a discussion of the work performed and the cost of that work. It should also include a statement of costs identifying each individual invoice for the quarter and a statement of interest earned on State funds each quarter. The statement of interest must be reconciled each quarter and interest earned must be deducted from future funding requests. The Funding Recipient will be required to submit these progress reports to secure continued disbursement of State funds.
- The Previous Quarter Update must summarize the current earned value of the work completed for the Project. The statement must include an evaluation of the scope, schedule, and budget as compared to the Overall Work Plan to provide evidence that the Funding Recipient will have sufficient funds to pay its share of the Eligible Project Costs required to complete the Project, as well as staying on schedule. If there are any deviations from the Overall Work Plan, a discussion of the deviation must be included.

- Current Quarter Update

- The Current Quarter Update will include a description of work being performed in the current quarter. This must include a discussion of the scope of work and projected cost.

- Subsequent Quarter Plan

- The Subsequent Quarter Plan will include detailed information for the quarter after the current quarter regarding the work to be performed, the projected budget for this work (broken down to show individual items and tasks), and the expected monthly schedule.
- c) Project Completion Report: Funding Recipient shall submit a Project Completion Report within ninety (90) calendar days of completion of all tasks associated with the Project. The Final Project Report shall include a description of actual work done, a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during the Project. Exhibit F, provides further information regarding what the report is to contain.
- d) Project-Associated Work: The work plans and reports described in paragraphs (a) through (e) above shall include information regarding any Project-Associated Work, which is work on projects that are associated with the work to be done under the Overall Work Plan, but will not be funded under this Funding Agreement. The State will determine the extent of the information required concerning Project Associated Work on a case-by-case basis in consultation with the Funding Recipient.

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- e) Compliance with Executive Order S-02-07: At the sole discretion of the State, the State may modify the requirements for preparation and submittal of work plans and reports called for in this Funding Agreement in order to improve administration of the Urban Flood Risk Reduction Program or ensure compliance with the Governor's Executive Order on accountability for bond funds; Executive Order S-02-07, or other legal requirements.
 - f) Flood Risk Resolution: Funding Recipient has acknowledged the current Level of Protection and flood risk through a resolution or resolutions adopted and signed by the governing bodies of all affected cities or counties and other agencies with flood management responsibilities located in the areas protected by their proposed projects. Funding Recipient has provided copies of the resolution or resolutions to the State. The Funding Recipient acknowledges that each resolution provides that any subsequent resolutions that would modify or rescind the resolution must be first approved by the State. Funding Recipient agrees that it shall provide any subsequent resolution for approval by the State no less than thirty (30) days before the resolution is acted upon by the governing body of the affected city or county or other agency with flood management responsibilities. The State agrees that it shall not unreasonably withhold approval of a resolution acknowledging flood risk.
22. **PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS.** Funding Recipient shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Funding Agreement. Funding Recipient shall be responsible for observing and complying with any applicable federal, state and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement and safety laws; rules, regulations, and ordinances. Upon request, Funding Recipient shall provide copies of permits and approvals.
- Without limiting the foregoing, Funding Recipient shall keep informed of and take all measures necessary to ensure compliance with California Labor Code requirements, including but not limited to, requirements regarding prevailing wages for public works projects (Lab. Code, § 1720, et seq.), limitations on use of volunteer labor (Lab. Code, § 1720.4), and workers' compensation insurance (Lab. Code, § 3700 et seq.) for any work done under this Funding Agreement.
23. **PROGRAM AND PROJECT MANAGERS.** Either party may change its Program or Project Manager upon written notice to the other party.
- a) State's Program Manager: Shall be the Chief, Division of Flood Management, Department of Water Resources. State's Program Manager shall be State's representative and shall have the authority to make determinations and findings with respect to each controversy arising under or in connection with the interpretation, performance, or payment of work performed under the Funding Agreement. The State's Program Manager may delegate any task to the State's Project Manager.
 - b) Funding Recipient's Program Manager: Funding Recipient's Program Manager shall be the City Engineer of the City of Lathrop. Funding Recipient's Program Manager shall be the Funding Recipient's representative for the administration of the Funding Agreement and shall have full authority to act on behalf of the Funding Recipient, including authority to execute all payment requests. If authorized to do so, the Funding Recipient's Program Manager may delegate tasks to the Funding Recipient's Project Manager.
24. **NOTICES:** Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing to the other

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party's Project Manager. Notices may be sent by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by electronic transmission, followed submittal of a hard copy. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by U.S. mail will be deemed effective five (5) business days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent by electronic will be effective on the date of successful transmission, which is documented in writing. Notices shall be sent to the following addresses. Either party may, by written notice to the other, change its Project Manager or designate a different address that shall be substituted for the one below:

State of California
Department of Water Resources
Division of Flood Management
Attention: Project Manager
Urban Flood Risk Reduction Projects
3464 El Camino Avenue Room 200
Sacramento, California 95821

City of Lathrop
Glenn Gebhardt, City Engineer
390 Towne Centre Drive
Lathrop, CA 95330

25. INCORPORATION OF EXHIBITS. This Funding Agreement incorporates:

Exhibit A, Overall Work Plan, Budget, and Schedule
Exhibit B, Standard Conditions
Exhibit C, Quarterly Report Format
Exhibit D, Draft Resolution Accepting Funds
Exhibit E, Early Release of Certain Withheld Funds
Exhibit F, Project or Element/Feature Closeout

26. MODIFICATION OF OVERALL WORK PLAN.

The Department will consider approving or requiring changes to the Overall Work Plan due to circumstances that were not reasonably foreseeable at the time the Funding Agreement was executed. The Department shall allow non-material changes to be made to the Overall Work Plan without formally amending the Funding Agreement. In particular:

- The Department may approve or require changes to the design plans in the Overall Work Plan if, at the sole discretion of the Department, the Department determines that the changes will improve the Project design. Changes to the design plans will not be considered material unless they result in a material change to the budget or schedule.
- The Department may approve or require changes to the portion of the Overall Work Plan that sets forth the Project schedule. Changes to the schedule will not be considered material unless they extend the term of the Funding Agreement.
- The Department may approve or require changes to the portions of the Overall Work Plan which concern the Project budget. Changes to the budget will not be considered material unless the change would require an amendment to the Funding Agreement under this Paragraph to increase or decrease the State funding commitment.

If the Funding Recipient and the State agree to a material change with respect to the Overall Work Plan that decreases the Project cost there shall be proportionate reduction in the maximum amount payable by the State.

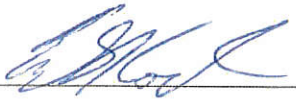
If the State Program Manager approves a material change pursuant to the provisions of this paragraph, the Funding Recipient shall include information regarding the material change in the reports required by this Funding Agreement. Within a reasonable time after the material change is approved, the State and the Funding Recipient shall also formally amend this Funding Agreement to reflect the material change.

27. **MODIFICATION OF PROJECT-ASSOCIATED WORK.** The Funding Recipient shall notify the State if it proposes to make a change to Project-Associated Work described in the Overall Work Plan in Exhibit A that will cause a material change to cost, cost-sharing, effectiveness or schedule of the work that is being funded under this Funding Agreement. Failure to comply with this provision will be considered an event of default under this Funding Agreement.
28. **INDEPENDENT REVIEW.** At its sole discretion the Department may order an Independent Review of Funding Recipient's design. Any Independent Review shall be conducted in the manner set forth in the Urban Flood Risk Reduction Guidelines. The costs of the Independent Review will be paid by the Funding Recipient, but are Eligible Project Costs and the State will reimburse the Funding Recipient for 100% of the costs associated with conducting the Independent Review. The Funding Recipient agrees to cooperate fully with the State in conducting the Independent Review and agrees to make any required change to the Overall Work Plan if the Independent Review should suggest changes so long as those changes add no more than 15% to the cost of the Project and the State requires the change(s). The State also reserves the right to remove features of the Project that have become unaffordable or no longer demonstrate economic feasibility because of the Independent Review results. If the changes suggested by the Independent Review cost more than 15% of the total Project cost and render the Project unaffordable, the State and Funding Recipient commit to working together in good faith to identify more affordable, feasible and efficient ways of achieving the Project goals. This agreement to work together in good faith includes a commitment to seek additional sources of funding for these increased Project costs. Modifications to the Overall Work Plan shall be made in accordance with Paragraph 26 of this Funding Agreement.
29. **FUNDING RECIPIENT COMMITMENTS.** Funding Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for California Disaster Preparedness and Flood Prevention Bond Act of 2006 financing.

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement as of the latest date of execution by the Department of Water Resources.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

FUNDING RECIPIENT

By 
Eric Koch
Chief, Division of Flood Management

By 
Stephen J. Salvatore
City Manager, City of Lathrop

Date: 5/24/17

Date: MAY 10, 2017

Approved as to Legal Form
And Sufficiency:

Approved as to Legal Form
And Sufficiency:
Funding Recipient Counsel

By 
Robin Brewer,
Assistant Chief Counsel

By 
Salvador Navarrete
City Attorney, City of Lathrop

Date: 5-17-17

Date: 5-10-17

EXHIBIT B

Exhibit A

OVERALL PROJECT WORK PLAN, BUDGET, AND SCHEDULE

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ARTICLE A-1. OVERALL PROJECT WORK PLAN

Background

The Funding Recipient is currently the local lead agency (City of Lathrop) for the Project. It is anticipated that a joint powers authority (JPA) of local agencies will be formed during the term of this Agreement, and at an appropriate juncture this Agreement may be assigned by the City of Lathrop to the new JPA.

The Project that is the subject of this Urban Flood Risk Reduction (UFRR) Program Grant is the preparation of the Feasibility Study, the environmental review document required under the California Environmental Quality Act (CEQA), and preliminary design for improvements to the Reclamation District (RD) 17 levees in order to provide 200-year flood protection for the area protected by the levees along RD 17 (including portions of the City of Lathrop, City of Stockton, City of Manteca, and San Joaquin County). This "Overall Work Plan" describes a detailed scope of work for the Feasibility Study, and a generalized scope for Phases 2 (CEQA) and 3 (Preliminary Design).

The United States Army Corps of Engineers (USACE) recently completed the public draft of the Lower San Joaquin River Feasibility Study, which included a great deal of background information, without-project analyses, and front-end planning activities for RD 17 levee improvements such as stakeholder engagement, objectives and opportunities workshops, and alternative formulation and evaluation. In addition, two other state funded planning activities included extensive stakeholder engagement and alternative formulation: the completed Lower San Joaquin and Delta South Regional Flood Management Plan, and the ongoing San Joaquin River Basin-wide Feasibility Study. Information from these and other prior and ongoing studies will be utilized to the extent applicable in order to capitalize on those investments and minimize re-work.

The approach presented in this Overall Work Plan will capitalize on prior applicable work to the extent possible, and supplement or re-do portions as required to meet the State and local objectives for this study. The State's draft "Guidance for Development of a State-led Feasibility Study" will be used to inform the process. The Feasibility Study will analyze alternatives for the provision of 200-year flood protection in the order set forth below with the objective of producing an Alternatives Analysis and a revised Basin Plan as part of the Project.

The first phase of the Project consists of the Feasibility Study for the 200-year flood protection improvements to the RD 17 levees (Phase 1). The second phase of the Project consists of the preparation of the environmental impact report (EIR) required under CEQA. The third phase of the Project involves the preliminary design effort (Phase 3).

The Feasibility Study will include an analysis of alternatives for the provision of 200-year flood protection improvements to the RD 17 levees (Alternatives Analysis). The Alternatives Analysis will consider 4 alternatives:

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1. Local agency proposed fix in place levee improvements without levee setbacks, with local agency proposed assurances to guide land use and wise use of the floodplain. The initial work on the Alternatives Analysis shall focus on the analysis of flood risk reduction and cost benefit of this alternative.
2. Fix in place levee improvements, with binding easements or other land use controls for wise use of the floodplain
3. Fix in place for the levees fronting the cities of Lathrop and Manteca, a new dryland levee along the northern boundary of Lathrop
4. A combination of alternatives 1, 2, and 3 or variation thereof.

The analysis of each alternative will include analysis of future conditions comparing the "without project" and "with project" conditions for each alternative for the following considerations:

- Economic damages,
- Life safety risk,
- Non-structural floodplain risk management measures, and
- Residual risk management measures. Each alternative may be further refined such that neither damages nor life safety risk is increased by implementing the alternative. Analysis shall include floodwater routing and liabilities for land use and floodwater impacts.

The Alternatives Analysis will evaluate each alternative in the above order and will then compare the alternatives.

1. The comparison may include refinement of the capital improvement layouts and cost estimates
2. The comparison may include refinement of the wise use of floodplain concept for each, including costs, actions, responsibilities, and implementation timeline.
3. The refinements may include consideration of incorporation of multiple benefit features into each alternative such as ecosystem, water quality, recreation, and/or water supply, in accordance with the Governor's California Water Action Plan.

The Alternatives Analysis will include a qualitative comparison of alternatives, and the identification of a preferred alternative or preferred plan (Preferred Plan). The Basin Plan is expected to address:

1. Capital improvements to protect the existing population
2. Wise use of the floodplain, including preservation of agricultural land consistent with the 2012 Central Valley Flood Protection Plan (CVFPP) and Delta Plan

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3. Multiple benefits which could include ecosystem, water quality, recreation, and/or water supply, in accordance with the Governor's California Water Action Plan
4. Governance
5. Residual risk reduction and management
6. Adaptive management, future actions

Alternative sizing will be based on year 2040 conditions, consistent with 20-year extended Urban Level of Protection (ULOP) findings. For analysis of long-term risk, State's Basin Wide Feasibility Study (BWFS) with-climate change planning horizon will be used, which is approximately 2065. Existing conditions will be reported as 2015 conditions, which provides a 50-year analysis period. Data and results from State's BWFS and this study which consider existing conditions as anywhere from the year 2014 to 2016 will be considered to be reflective of 2015 without escalation adjustments.

Stakeholders (e.g.: local jurisdictions, State, Delta Stewardship Council, non-governmental, organizations, etc.) will be engaged to comment on deliverables as they are produced. Decisions, however, will be jointly made by State and the Funding Recipient or the new JPA if this Agreement is assigned to it.

Generalized scopes of work for the environmental and preliminary design phases of this Agreement (Phases 2 and 3) are included herein for completeness, recognizing that scope refinement will be required if a Preferred Plan is identified during the Alternatives Analysis of the Feasibility Study preparation. Notice to proceed for those phases will not be given by State until Funding Recipient and State agree to the Preferred Plan, and Funding Recipient prepares refined scopes, budgets, and schedules for those phases and incorporates the refined scopes, budgets and schedules into an amended Exhibit A. The Overall Project Schedule set forth in Article A-1-B is based on preliminary dates and assumes that DWR or other third parties perform their obligations in a timely manner.

Scope of Work

Phase 1 – Feasibility Study

Element 1 – Funding Recipient Project Management

Note: Work under this element runs concurrently with the work under Elements 2-4.

This element covers the Funding Recipient's staff activities associated with the Phase 1 Feasibility Study, including reviewing applicable regulations, interpreting the information, preparing contracts and staff reports, and attending meetings to implement these requirements. Time negotiating with local, State and Federal

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agencies is also included, as is time to review work product from consultants and present this information to the City Council and the public.

Element 1 does not include project management activities by the consultant team, which are covered separately in the scopes for Elements 2-4.

Element 2 – 200 year Freeboard Analysis and Without-Project Floodplain Mapping

The scope of work outlined below is intended to estimate the depths and extents of the 200-year floodplain for the area protected by levees along Reclamation District (RD) 17 (includes a portion of the City of Lathrop, City of Stockton, City of Manteca, and San Joaquin County). 200-year water surface profiles conforming to Urban Levee Design Criteria (ULDC) methodology will also be developed which may be used in the future to evaluate geotechnical stability and other ULDC criteria relative to these levees.

Task 1 – Project Management and Meetings

Project management activities include:

- Preparation of work plan and schedule
- Client communications
- Meetings (5 assumed)
- Monthly invoicing
- Management of the Consultant Team
- Scoping for Phase 2

Task 2 – Review of the Central Valley Hydrology Study (CVHS) Hydrology

The documentation on design flood hydrographs will be evaluated for general reasonableness as part of this task. For scoping purposes, it is assumed that the n-year CVHS hydrographs for the “hydraulic handoff locations” will be acceptable for use in this scope of work.

Task 3 – Review of the Central Valley Floodplain Evaluation and Delineation (CVFED) Hydraulic Modeling

Subtask 3.1 – Quality Control CVFED Hydrologic Engineering Center's River Analysis System (HEC-RAS) Model

General

The CVFED HEC-RAS Model and CVFED Flo2D Model will be evaluated for reasonableness of application including establishment of boundaries and calibration with historic flows.

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Recommendations for model adjustments, model corrections, and project specific modifications will be documented. Additionally, upstream and downstream boundaries will be examined along with other general model information, such as basis of development, calibration to historic floods, boundary conditions, thalweg bottom profile etc.

Lateral Structures

The CVFED model uses lateral structures to represent the levee system. Our understanding is that the CVFED model lateral structures will represent existing conditions. These will need to be modified to comply with ULDC/ULOP requirements (top of levee elevations adjusted to 1955 profile or 200-year profile).

Bridges

Geometry for the bridges included in the CVFED model will be reviewed for general conformance to actual geometry, methodology used to simulate debris, and hydraulic loss methodology.

Manning's n-values (channel roughness coefficients)

Manning's n values used in the CVFED models will be checked for reasonableness. Aerial photos will be used verify that the coded n-values represent vegetation and roughness conditions along the modeled streams. Calibration information from CVFED will also be reviewed, along with n-values from the MBK model.

Review Storage Areas and Storage Area Connections

Storage areas and storage area connections used in the HEC-RAS model will be reviewed, along with storage area input from the MBK model.

Field Verification of the model

Field efforts include walking the levees in areas where the model shows escaping flows, verifying bridge/pier geometry, verifying n-values, etc.

Model Adjustment

Adjustments will be made to the CVFED model based on the review above.

Model Calibration

Efforts will be made to calibrate the CVFED model using known high water marks and/or gauge data from the 2006 event.

Troubleshooting Model Instabilities

Given the potential for significant modifications to the model geometry file, it is likely that the model will have stability issues that need to be corrected. Stability issues

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typically involve adjusting the calculation options and tolerances, adjusting parameters at stream junctions, adding interpolated cross sections, etc.

Subtask 3.2 - QC CVFED Flo2D Model

General

Model boundaries and domain will be checked for reasonableness to make sure the model fully contains expected flooding and handles boundaries correctly.

Embankments

The embankments and levees used in the CVFED Flo2D models will be reviewed against existing 2007 State LiDAR data and the California Levee Database to ensure important levees and embankments are included in the analysis, and that their heights match field conditions.

Flow Through Embankments

The head differential upstream versus downstream will be reviewed for general reasonableness to see if the modeling options and parameters used are appropriate.

Floodplain n-values

Manning's n values used in the Flo2D models will be compared with aerial images. Adjustments to these values will be made, if necessary.

Task 4 – Develop 200-year Water Surface Profiles

The 200-year design water surface profiles (using ULDC/ULOP assumptions for upstream levees) for the San Joaquin River developed as part of Element 2, Subtask 3.1 will be plotted and compared against existing levee heights along RD 17. The southern dryland levee will be modified as necessary to fully contain the 200-year flood in this "levees holding" scenario.

Task 5 – Develop 200-year Floodplain Maps

Estimated 200-year floodplains (and depths) will be developed based on a composite of hypothetical levee failures. Breach hydrographs will be developed in HEC-RAS, and resulting floodplains will be modeled in Flo2D. Ponding at the north end of RD17 will be limited to the height of the levee at that location based on the assumption that a reliable relief cut plan will be instituted in Westin Ranch per ULDC section 7.20.1. The composite floodplain will be mapped along with the (Federal Emergency Management Agency) FEMA 100-year and 500-year floodplains to understand where ULOP findings are required within the study area. Areas with flood depths less than three feet will be highlighted on this map as well,

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since ULOP exempts these areas. Additionally, the floodplain boundaries will be compared to the existing RD 17 boundaries.

Element 2 Deliverables

- Letter report (one hard copy and one PDF) summarizing the methodology, assumptions, data, and results of the above tasks.
- Floodplain maps including: 1) an overall index map at an approximate scale of 1" = 3,000", 2) floodplain maps at an approximate scale of 1" = 1,000" and 3) detailed maps of the 200-year flood plain along the upland eastern limits at an approximate scale of 1" = 500" all plotted on 24" X 36" sheets. showing the extent and depth of the 200-year flood due to breaches in the RD 17 levees (one hard copy, one PDF)
- 200-year Design Water Surface Profiles will be compared against RD 17's existing levee centerline profile at an approximate scale of 1" = 100" (horizontal) 1" = 10" (vertical) and plotted on 24" X 36" sheets
- Electronic copies of the final hydraulic models (HEC-RAS and Flo2D), and GIS shape files

Element 2 Assumptions

- Task Order 25 Hydraulic Models will be delivered to Funding Recipient from the State by February 5, 2014
- The mapping limits assumed for this Scope of Work includes the following: San Joaquin River to the West, French Camp Slough to the North, upland eastern limits of 200-year floodplain to the east, the easterly extension of RD 17's existing dryland levee to the south.

Element 3 – Urban Levee Design Criteria (ULDC) Analysis and Identification of Deficiencies

The scope of work outlined below includes detailed investigations, analyses, and documentation for the RD 17 levees to determine where ULDC is met and where deficiencies exist. Analyses must be vetted in a series of workshops with the Independent Panel of Experts (IPE), USACE,

Central Valley Flood Protection Board (CVFPB), and the State. Oversight of these agencies will be required as a condition of permitting and funding. Additional geotechnical explorations will be required as part of this work. Rehabilitation measures will be identified to cure the deficiencies, costs will be estimated, and concurrence will be sought from the IPE. This analysis will be documented in a ULDC Analysis Binder, Technical Memorandum (TM) summarizing required countermeasures, and a TM summarizing estimated cost of countermeasures. These deliverables, along with an IPE report (procured separately), are intended to fulfill much of the documentation required under

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ULOP EVD-3 (substantial evidence in the record; adequate progress), "a report prepared by a Professional Civil Engineer", and "a report by an Independent Panel of Experts". It will also provide the basis for a key portion of the 1st element required under ULOP EVD-3: Annual adequate progress reports to the CVFPB by the cities of Lathrop and Manteca, and potentially the City of Stockton and San Joaquin County.

Task 1 – Project Management and Meetings

Project management activities include:

1. Preparation of work plan and schedule
2. Monitoring of project performance and management of the consultant team
3. Preparation of monthly status reports and invoices
4. Monthly progress work sessions
5. Regulatory and funding agency meetings (State, CVFPB, USACE, etc.)
6. Independent Panel of Experts workshops
7. Meetings and Presentations to various Boards and Councils (e.g.: Lathrop, Manteca, Stockton, RD 17, San Joaquin County Advisory Water Commission, San Joaquin County Flood Control Technical Advisory Committee, etc.)

Task 2 – Compile Existing Data, Studies, Surveying and Maps

Subtask 2.1 – Compile Existing Data and Studies

Research will be performed to obtain existing CVFPB permits along with Operations and Maintenance (O&M) manuals, as-built drawings, previous field surveys, Urban Levee Evaluation Project (ULE) electromagnetic surveys, USACE periodic inspection reports (PIRs), and the Central Valley Flood Management Planning Program's (CVFMPP) Flood Control System Status Report (FCSSR).

Subtask 2.2 – Levee Profile, Bridge & Floodwall Surveys & Mapping

Horizontal and vertical survey control will be established for the project based on recoverable control monuments. Unless otherwise directed prior to the commencement of the survey, horizontal control will be referenced to the California Coordinate System of 1983, Zone 3, U.S. Foot units (CA83IIF) and vertical control will be referenced to the North American Vertical Datum of 1988 (NAVD88). Aerial photogrammetry will be used to develop the background topographic mapping along the levee alignments within the project study area. Aerial control targets will be set at locations and frequency adequate to meet National Mapping Accuracy Standards of 1" = 40' scale mapping, with 1' contour intervals. Aerial based topographic mapping will be prepared at the stated mapping scale and contour interval showing all visible surface features, contours, and spot elevations within the

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mapping limits. Field crews will conduct in-fill field surveys to supplement the aerial topography information.

Subtask 2.3 – Bathymetric Surveys & Mapping

Bathymetric surveys will be conducted to provide up to thirty cross sections along the levee alignment in order to verify geotechnical modelling assumptions.

Task 3 – ULDC Analysis and Design Criteria

Subtask 3.0 – ULDC Approach, Assumptions, and Criteria Memorandum and Presentation

A memorandum and presentation will be prepared for submittal to the IPE at the first workshop. Comments received from the IPE will be addressed, and a final memorandum will be prepared.

Task 4 –ULDC Evaluation of RD 17 Levees

Levees adjacent to RD 17 will be evaluated against ULDC criteria to determine which levee reaches currently meet ULDC. Existing topographic survey data obtained in Element 3, Task 2 will be utilized in the individual subtasks necessary to perform the ULDC evaluation as itemized below.

Subtask 4.1 – ULDC 7.1 Design Water Surface Elevation

The ULDC allows one of two methods to be used to obtain the Design Water Surface Elevation (DWSE): the Federal Emergency Management Agency (FEMA) approach, or the USACE approach. The FEMA approach will be used in this scope. The DWSE will be based on the 200-year water surface profile obtained from work done under Element 2. Debris loading, super elevation, and sea level rise will be included in the development of the adjusted DWSE. Since no estimates exist for potential n-year hydrograph changes due to climate change, a factor of safety will be proposed for this element.

Subtask 4.2 – ULDC 7.2 Minimum Top of Levee

The FEMA approach will be used to determine the Minimum Top of Levee (MTOL). The required MTOL will be compared to topographic survey data of the existing levee crowns to determine which levee reaches have adequate freeboard, and which are deficient. The Hydraulic Top of Levee (HTOL) will also be determined for use in slope stability and seepage determinations. The 1955 profile will also be shown.

Subtask 4.3 – ULDC 7.3 Soil Sampling, Testing, and Logging

Soil sampling, testing and logging will be done to characterize the geotechnical adequacy of the levee. Where sources of available information exist (i.e. ULE/Non-

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Urban Levee Evaluation Project (NULE), RD-17 Levee Seepage Repair Project (LSRP) evaluations, locally available information, etc.) this data may be used to supplement new soils testing. The proposed exploration will include 125 Cone Penetration Tests (CPTs) and 25 borings. The location of the CPTs and borings will be determined to comply with ULDC criteria.

All subsurface exploration locations will be permitted with the San Joaquin County Department of Public Health and submitted for clearance for underground utilities with Underground Service Alert (USA). Access to proposed exploration locations within public right-of-way areas will be permitted through the appropriate land use agency and right-of-entry will be obtained from private property owners, as necessary.

Laboratory testing will be directed at obtaining soil strength, permeability, compressibility, and other physical characteristics, in general conformance with ULDC.

Subtask 4.4 – ULDC 7.4 Slope Stability for Intermittently Loaded Levees

A landside slope stability and waterside slope stability analysis will be done to calculate a factor of safety given the DWSE, HTOL, geotechnical properties of the levee, and past levee performance. Based on the current level of analyses available for the RD-17 system, we anticipate a total of 70 analytical cross sections will be analyzed.

Subtask 4.5 – ULDC 7.5 Underseepage for Intermittently Loaded Levees

An underseepage analysis will be done to calculate exit gradients given the DWSE, HTOL, levee geometry, geotechnical properties of the levee, and past levee performance for intermittently loaded levees. Based on the current level of analyses available for the RD 17 system, we anticipate a total of 70 analytical cross sections will be analyzed.

Subtask 4.6 – ULDC 7.6 Frequently Loaded Levees

A frequently loaded levee is defined as one that experiences a water surface elevation of 1 foot or higher above the elevation of the levee toe for at least once a day for more than 36 days per year. Water discharge and stage records will be used to assess the height and frequency of loading. Frequently loaded levees will be identified.

Subtask 4.7 – ULDC 7.7 Seismic Vulnerability

An assessment of the seismic vulnerability of the levee system in accordance with the ULDC will be performed. Seismic deformation estimates will be based on imperial Cone Penetration Test and/or Standard Penetration Test data. Based on the current level of analyses available for the RD 17 system, we anticipate a total of 70 analytical cross sections will be analyzed.

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Subtask 4.8 – ULDC 7.8 Levee Geometry

Cross sections will be cut from topographic survey data at 200-foot intervals and compared against the appropriate ULDC trapezoid oriented vertically to coincide with the MTOL.

Subtask 4.9 – ULDC 7.9 Interfaces and Transitions

An assessment will be made whether overlaps, transitions, and connections between features will perform holistically, such that no reach is more susceptible to problems than an adjacent reach due to gaps in features, leading/demand concentrations, or other three-dimensional effects.

Subtask 4.10 – ULDC 7.10 Erosion

An assessment will be done to determine erosion potential and past performance due to: compromised levee geometry, high stream velocity, and/or waves.

Subtask 4.11 – ULDC 7.11 Right-of-Way

The location of existing levee right-of-way limits will be compared to ULDC requirements.

Subtask 4.12 – ULDC 7.12 Encroachments

An assessment of encroachments within existing right-of-way will be identified. Field visits will be performed to confirm/verify encroachments. Criteria for evaluation of encroachments will be developed and reviewed with the Cities. A table will be prepared evaluating all encroachments against the criteria.

Subtask 4.13 – ULDC 7.13 Penetrations

An assessment of penetrations within existing right-of-way will be identified using CVFPB permit records, a State Utility Inventory, as-built drawings, and field investigations. Field visits and internal inspections of pipes will be performed to confirm/verify penetrations. Criteria for evaluation of penetrations will be developed and reviewed. A table will be prepared evaluating all penetrations against the criteria. This task does not include potholing. However, the evaluation may identify the need for additional field work as an additional task.

Subtask 4.14 – ULDC 7.14 Floodwalls, Retaining Walls, and Closure Structures

Floodwalls and retaining walls will be analyzed for slope stability and embankment through and under-seepage. A database will be developed per ULDC requirements for closure structures.

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Field visits will also be performed to confirm/verify closure structures. No potholing or internal inspections are included in this scope. However, the evaluations may identify the need for additional field work as an additional task.

Subtask 4.15 – ULDC 7.15 Animal Burrows

Physical site surveys and interviews with District staff will be done to document the presence of animal burrows. An opinion will be rendered on the integrity of each levee segment subject to animal burrowing for ULDC purposes.

Subtask 4.16 – ULDC 7.16 Levee Vegetation

Existing trees, brush, and other woody vegetation will be reviewed for conformance with the vegetation management criteria included in the ULDC. An opinion will be rendered on the integrity of each levee segment where vegetation issues are identified.

Subtask 4.17 – ULDC 7.17 Wind Setup and Wave Runup

Wind setup and wave runup will be computed per ULDC guidance for determination of the MTOL.

Subtask 4.18 – ULDC 7.18 Security

Existing security practices employed by the District will be reviewed.

Subtask 4.19 – ULDC 7.19 Sea Level Rise

Estimated sea level rise over the next 30 plus years will be calculated and added to the adjusted DWSE for affected portions of the levees. The PBI study *San Joaquin River Delta Base Flood Elevation (BFE) Refinement Stage Frequency Analysis*, dated September 2, 2010, details methods used to determine stage-frequency statistics as well as SLR estimates at the Burns Cutoff (ID: B95660) and Rindge Pump (ID: B95620) gage stations located within the San Joaquin River tidal zone. The Burns Cutoff stage-frequency estimates with intermediate estimates of SLR will be used for HEC-RAS analyses of the San Joaquin River. However, since the 2010 BFE study estimated SLR based on EC 1165-2-211, which expired July 1, 2011, the SLR estimates will be adjusted based on ETL 1100-2-1.

Subtask 4.20 – ULDC 7.20 Emergency Actions

If a ULOP will rely on the performance of any flood relief facilities, these elements must be detailed in a flood safety plan consistent with ULDC guidance. This task will evaluate the situation at hand, and available Flood Safety Plan(s). Preparation of a Flood Safety Plan is beyond this scope.

Subtask 4.21 – ULDC 8.00 O&M Manuals

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O&M Manual(s), practices and associated documents & plans will be reviewed for conformance with ULDC Chapter 8.

Subtask 4.22 – ULDC Binder

The results of the ULDC analysis will be assembled in a binder. Each section will include the required analyses, proposed variances from the ULDC, and identified deficiencies. Each section will be stamped by the Professional Engineer in responsible charge of that section. The intent of this arrangement is to allow for ease of updating once deficiencies are cured. The IPE will be provided with completed binders at the close of Task 4 for their review and preparation of their independent report (IPE report not included in this scope). Six hard copy binders will be prepared. A pdf copy will also be provided for electronic transmittal to others as needed.

Task 5 – Identify Necessary Improvements for reaches of RD 17 Levees not Meeting ULDC

If levee reaches evaluated as part of Element 3, Task 4 are found to need improvements in order to meet ULDC, remedial countermeasures will be developed. Long-term remediation plans will be proposed to address those deficiencies for which the ULDC allows such plans.

The results of this task will be summarized in a TM separate from the ULDC documentation binder, including 200-scale 10% design drawings. The IPE will be provided with a draft TM at the close of Task 5 for their review. Six hard copies will be prepared. A pdf copy will also be provided for electronic transmittal to others as needed.

Task 6 – Develop Cost Estimate and Schedule to Bring RD 17 Levees up to ULDC

Countermeasures identified in Element 3, Task 5 will be prioritized in an implementation schedule along with a corresponding planning-level cost estimate. IPE review is not required, however, they will be provided copies of the Task 6 TM. Six hard copies will be prepared. A pdf copy will also be provided for electronic transmittal to others as needed.

Task 7 – State UFRR Concept Proposal

This task includes all work to prepare a Concept Proposal submittal.

Element 3 Deliverables

- Task 3; ULDC approach, assumptions, and Criteria TM (5 hard copies plus pdf).
- Task 4; ULDC binder, including summary of deficiencies and proposed ULDC variances (5 hard copies plus pdf).
- Task 5; Countermeasures TM (5 copies plus pdf).

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- Task 6; Cost estimates TM (5 copies plus pdf).
- Presentations for IPE workshops 1-4
- Task 7; UFRR Concept Proposal submittal

Element 3 Assumptions

- All geotechnical exploration costs are based on the use of standard truck-mounted drilling/CPT equipment. If specialized limited access equipment is required due to soft soil conditions, from in climate weather or irrigation, additional costs may be incurred. Additional costs associated with contamination clean-up will be charged on a time and expense basis above the estimated fee.
- If soil or groundwater contamination is identified, visually or by odor, during our subsurface exploration, we will stop the exploration to decide how to proceed. All additional costs associated with contamination clean-up will be charged on a time and expense basis above the estimated fee.
- Scope does not include State grant full application.
- Scope does not include engineering design, construction permitting, environmental documents, right of way services, or any other services necessary for implementation of countermeasures.
- Scope does not include financial plan or deliverables associated with financing.
- Scope includes coordination with the IPE. However, it does not include management of the IPE, or any of their work products, which must be procured and managed separately to maintain their independence from the Funding Recipient team.
- Scope does not include packaging of materials for adequate progress submittal to CVFPB, or development of City EVD-3 ULOP findings.

Element 4 – Additional Work to Complete UFRR Study

Task 1 – Project Management and Meetings

Project management activities include:

1. Preparation of work plan and schedule
2. Monitoring of project performance and management of the consultant team
3. Preparation of monthly status reports and invoices
4. Monthly progress work sessions with State
5. Agency Meetings (STATE, CVFPB, USACE, etc.)
6. Meetings and Presentations to various boards and councils (e.g.: Lathrop,

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Manteca,

Stockton, RD 17, San Joaquin County Advisory Water Commission, San Joaquin County Flood Control Technical Advisory Committee, etc.)

Task 2 – Hydrology and Hydraulics Refinement

The scope in Element 2 produced a 200-year water surface profile for existing hydrological conditions (no climate change), and without-project 200-year floodplains in RD17. Element 2 added additional analyses of sea level rise and hydraulic design parameters. This subtask includes additional hydrology and hydraulic analyses needed to complete the UFRR study.

Subtask 2.1 – Climate Change Hydrology

It assumed that State will provide 200-year design flood hydrographs at “hydraulic handoff locations” for with-climate change conditions for the year 2065, along with documentation. The documentation will be evaluated for general reasonableness as part of this task, however, it is assumed that the State information will be acceptable for use. Interpolation will be used to derive year 2040 with-climate change 200-year hydrographs at handoff points.

It is also assumed that State will provide hydrologic inputs for HEC-FDA for both with- and without-climate change conditions (2065 and 2015 conditions, respectively). This information will be reviewed for reasonableness, however, it is assumed that the State information will be acceptable for use.

Subtask 2.2 – Water Surface Profiles

It is assumed that State will provide the CVFED TO34 HEC-RAS model. Our intent is to continue to use the Element 2 calibrated model adapted from the CVFED TO25 model.

However, it will be prudent to review the newer CVFED model to see what changes were made, and to evaluate whether those changes also need to be made to the Element 2 model.

The 200-year water surface profiles will be run for 2015, 2040, and 2065 conditions, assuming the ULDC methodology for hydraulic analyses.

Median rating curves for 2015 and 2065 HEC-FDA input will be prepared at USACE index points which were used to evaluate levee breaks in Element 2. Hydraulic uncertainty will also be estimated for index points LR1, LR2, LR3, LR4, and FL1 by varying Mannings roughness within a reasonable range.

Subtask 2.3 – Floodplains

State BWFS levee breach hydrographs for index points LR1, LR3, and LR4 for 2015 and 2065 without-project (WOP) conditions will be used as is, because

these are not sensitive to minor changes in water surface profiles and are likely to be adequate without modification. However, additional index points will be needed to evaluate alternatives. Breach hydrographs will be created for index point LR2 for 10-, 25-, 50-, 100-, and 500-year floods and 2015 and 2065 WOP conditions, using State BWFS breach assumptions. Breach hydrographs are not needed for 2-year floods because stages remain below the levee, or 200-year because that was completed in Element

Breach hydrographs are not needed for index point FL1, because simplified floodplains for that index point will be drawn based on level-pool mapping of maximum river elevations at that IP. Flanking hydrographs for LRTB will be calculated for 2015 and 2065 WOP conditions.

Because the CVFED Flo2D model was refined in Element 2 and floodplains need to reflect

RD17's relief cut plan, WOP floodplains will be analyzed using the Element 2 Flo2D model for index points LR1, LR2, LR3, and LR4 for 5 frequencies and both 2015 and 2065 conditions (200-year was previously completed in Element 2 and does not need to be redone). Flanking hydrographs from the LRTB IP will be additive to breach hydrographs. This will require 3 trial and error permutations for 100- and 500-year frequencies to reflect the relief cut. A total of 72 individual breach floodplain analyses will be required under this subtask. As noted earlier, floodplains for FL1 will not be analyzed using Flo2D; they will be plotted as level pool back-flooding from the river stage at the IP. These individual breach floodplains will be used for HEC-FDA analyses.

Composite WOP and with-project floodplains for the 4 project alternatives will be prepared for the 6 frequencies for 2015 and 2065 conditions.

With-project floodplains will be prepared for the 4 alternatives.

Task 3 – Summarize Study ‘Front-end’ From Previous Studies

Normally in a feasibility study, a substantial effort is devoted to initial stakeholder engagement to identify opportunities, constraints, goals, and measures, and to prepare analyses of the without project condition. For this study, however, because so much of this work has been done in recent studies, the approach is to utilize those prior work products and summarize the prior studies with refinements in order to meet state objectives of public safety, economic stability, environmental stewardship, and multi-benefit solutions.

Task 4 – Alternatives Analysis

Subtask 4.1 –Alternative 1-3 Layouts

Element 2 identified physical work necessary to meet the ULDC for 2015 conditions hydrology. Under this task, the Element 2 results will be reviewed against year

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2040 200-year flood water surface profile, and the physical plan and cost estimate will be adjusted if necessary.

Preliminary design drawings for a new dryland levee along the northern boundary of the Central Lathrop Specific Plan will be prepared, along with cost estimate. Also, the Walthall Slough dryland levee extension will be refined upon completion of an ongoing City of Manteca alignment study.

Drawings and cost estimates will be prepared for Alternatives 1-3:

1. Fix in place levee improvements, with strong assurances on land use and wise use of the floodplain
2. Fix in place levee improvements, with binding easements for wise use of the floodplain
3. Fix in place for the levees fronting Lathrop/Manteca, a new dryland levee along the northern boundary of Lathrop

Subtask 4.2 – Wise Use of Floodplains Strategies

Strategies for wise use of floodplains will be prepared for alternatives 1-3. The intent is to meet the goals of Federal EO 11988 compliance, State EO B-39-77 compliance, and preservation of agricultural land consistent with the 2012 CVFPP and Delta Plan, and demonstration that each alternative will not increase risk of loss of life or expected annual damages. This last objective will be confirmed interactively with task 4.3. The strategies will include quantification, implementation costs, actions, responsibilities, and implementation timeline.

Subtask 4.3 – Analysis of Expected Damages and Loss of Life

It is assumed that State will provide BWFS HEC-FDA damages and life safety models for use in this study for 2015 and 2065 conditions. The models and input will be reviewed for reasonableness. Input data will be refined as follows:

- Hydrology inputs from Task 2.1
- Rating curves from Task 2.2
- Fragility curves will be refined to reflect the RD17 Levee Seepage Repair Project Phases 1-3 as a 2015 condition. WOP fragility curves for LR2 and FL1 will be sought from State, or taken from the LSJRFS as a fallback option.
- Review/refine 2015 building and population databases to reflect recent developments (such as Oakwood Lakes). Review BWFS treatment of the jail complex, hospital, and other key commercial/industrial facilities and refine as necessary. Review BWFS over/under age 65 population split assumption.
- Create 2065 building and population databases for alternatives 1-3 using

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equivalent lumped parameters as appropriate, matching Task 4.2 growth scenarios.

- No refinements are planned for BWFS structure values, depth-damage curves, content ratios, or other minor damage categories (crops, business losses, emergency, road damage, and vehicle damage).
- Refine life safety input parameters to reflect brittle geotechnical levee failure (less warning), reduction in effectiveness of horizontal evacuation if repetitive, creation of measure for vertical evacuation, and review/revise depth-mortality curves. Also review how limited mobility populations at the jail complex and hospital are treated in the BWFS analysis and refine accordingly.

HEC-FDA will be run to estimate expected annual damages and expected annual mortality for WOP and alternatives 1-3, for 2015 and 2065 conditions. Comparisons will be made of without- project and with-project conditions for each alternative, and alternatives will be refined such that neither damages nor life safety risk is increased by implementing the alternative.

Subtask 4.4 – Multi-Benefit Features

Multi-benefit (ecosystem, water quality, recreation, or water supply) features will be proposed for alternatives 1-3. The project team will draw on ideas and concepts presented in the LSJ/DS RFMP, CVFPP (including Conservation Strategy), and other relevant state and local planning documents. While it is not anticipated that the multi-benefit features will differ significantly between the 3 alternatives, the multi-benefit features for alternative 1 will take into consideration the local communities' objectives for the proposed fix-in-place project. Conceptual drawings and cost estimates will be prepared for each alternative.

Subtask 4.5 – Alternative 1-3 Comparison

Alternatives 1-3 will be qualitatively and quantitatively compared for consideration by stakeholders. This will include an evaluation of alternatives against criteria such as public safety (via: achieving 200-year protection, flood damage reduction, reduction in loss of life, protection of critical facilities, redirected hydraulic impacts or benefits, risk increase/decrease with induced development), economic stability (via: benefit/cost ratio, net benefits, increased economic activity, increased state tax revenue, increase in jobs, ability to pay local share of improvements and O&M), and environmental stewardship (via: changes in acreages or lineal footage of riverine or terrestrial habitat), and other benefits (via: water quality, recreation, open space, water supply). Where practicable, quantitative analysis is preferred and will be used. Some criterion will be classified as pass/fail, and others weighted based on relative importance. If an alternative fails one of the pass/fail tests, efforts will be made to attach additional measures to bring the alternative into "pass" status (e.g.: if an alternative leaves an unacceptable residual risk to a critical facility, a structural or non-structural measure(s) will be added to that alternative to mitigate that residual risk).

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Subtask 4.6 – Alternative Evaluation Workshops

The alternative evaluation information will be summarized and presented in two half-day alternative evaluation workshops; one in Lathrop, and one at the Department of Water Resources offices in Sacramento. The outcome of the workshops will be stakeholder feedback on the evaluation, and the possible suggestion of a hybrid alternative.

Workshop notes will be prepared and circulated to participants and other stakeholders for comment.

Subtask 4.7 – Alternative Refinement

Following the workshops, the study team will formulate Alternative 4 (hydraulics if different, drawings, cost estimates, multi-benefit features, wise use of floodplain plan, and 2015 and 2065 HEC-FDA analysis to demonstrate no escalation of risk). The alternative analysis will be refined based on the comments received and the addition of Alternative 4.

A summary of the evaluation and comparison of all 4 alternatives will be prepared. This will be provided to State as a read-ahead for the Subtask 4.8 workshop.

Subtask 4.8 – Preferred Alternative Selection. The Alternative Comparison Summary will be presented and discussed in a half-day Preferred Plan Selection meeting with State and invitees. Although consensus is desired, it is recognized that the Preferred Plan decision lies jointly with State and the Funding Recipient, so those two agencies will utilize the input from other stakeholders in their decision.

Meeting notes will be prepared and circulated to participants and other stakeholders to memorialize the decision.

Task 5 – Preferred Plan Refinement and Revision of Basin Plan**Subtask 5.1 - Plan Refinement*****Preferred Plan***

The Preferred Plan will be refined to incorporate changes recommended after the Task 4.5 deliverable was produced. Refined sketches, phasing, cost estimates, operating rules (if applicable), and performance metrics will be presented. An implementation plan will be prepared outlining the key elements/tasks needed on the path to implementation. This will vary depending on the finance plan alternatives described below.

Finance Plan

A finance plan will be produced which addresses a number of possible scenarios: with and without state grant funding, and with and without Federal funding. State

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and Federal funding shares will be based on current guidelines. Local funding/financing for each option will be formulated and analyzed. The Finance plan will address funding for construction as well ongoing operations and maintenance. Funding sources for separable multi-benefit features will be discussed based on current funding authorities and beneficiaries.

Governance

A governance plan will be prepared based on the requirements of financing and implementation. As noted in the Background section of this scope of work, is likely that a new JPA will be created during the study phase of this project, and if so, the JPA will request assignment of the leadership role.

Implementation Schedule(s)

Implementation schedules will be prepared for each of the finance plan scenarios.

Subtask 5.2 – Basin Plan

The Basin Plan is intended to convey the overall vision for flood management in the basin. A preliminary Basin Plan was presented in the UFRR Grant Application, which will be refined based on the preferred alternative and implementation plan above. The Basin Plan will specifically address elements as applicable to the preferred alternative mutually agreed upon by the parties:

1. Capital improvements to protect the existing population
2. Wise use of the floodplain, including preservation of agricultural land consistent with the 2012 CVFPP and Delta Plan
3. Multiple benefits
4. Governance
5. Residual risk reduction and management
6. Adaptive management, future actions

Task 6 –Study Report

The study will be documented in a draft Study Report. The narrative will clearly document the process, analyses, stakeholder engagement and input, decision rationale, and plan refinement. An administrative draft report will be prepared for review by State.

A draft will then be produced and circulated for stakeholder and public review. Comments will be addressed and a final report will be produced with the caveat that the Preferred Plan will be subject to subsequent CEQA review.

Element 4 Deliverables

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- Task 2. Draft of a report chapter
- Task 3. Draft of a report chapter.
- Task 4.1. Drawings and cost estimates for Alternatives 1-3
- Task 4.2. Draft of a report chapter
- Task 4.3. Draft of a report chapter
- Task 4.4. Draft of a report chapter
- Task 4.5. Alternative evaluation workshop read ahead
- Task 4.6. Alternative evaluation workshop notes, Alternative Comparison Summary
- Task 4.7. Preferred Plan recommendation workshop read-ahead
- Task 4.8. Preferred Plan Recommendation workshop notes, Preferred Plan Selection meeting notes
- Task 5.1. Preferred plan project description (intended to be CEQA-ready), including narrative, sketches, phasing, cost estimates, operating rules (if applicable), and performance metrics; Finance Plan; Implementation schedules
- Task 5.2 Draft Basin Plan
- Task 6; Administrative draft Report (10 hard copies), Public Draft Report (10 hard copies, pdf copy for web posting), Final Report (10 hard copies, pdf copy)

The deliverables required in Phase 1 above shall be submitted to the State one year from agreement execution. No costs incurred for Phase 2 or Phase 3 of this Work Plan will be eligible for reimbursement or credit unless and until: (1) the State has received all of the Phase 1 deliverables; (2) the Funding Recipient has requested a modification to the Work Plan adding appropriate tasks for Phase 2 and Phase 3; and (3) the State approves the Work Plan modification. If the State has not received the Feasibility Report one year from agreement execution, all State funds authorized for Phase 2 and Phase 3 in this Budget (\$3,251,642) will be immediately disencumbered and unavailable to the Funding Recipient.

In the event the State and the Funding Recipient are unable to agree upon a Preferred Plan or preferred alternative recommendation, this Agreement shall automatically terminate and be of no further force and effect, and the Funding Recipient shall have no further obligation to cost share environmental work and design of the Work nor shall it be obligated to complete the Project. If in the event Funding Recipient does not meet the Project Schedule provided in Exhibit A-1-B, the State reserves the right to exercise the withholding remedies provided in its rights pursuant to Paragraphs 17-19 of this Agreement, provided that the cause of Funding Recipient's failure to timely perform is not a result of the State's failure to

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satisfy the State's obligations, including but not limited to, the failure of the State to timely respond to or review the Funding Recipient's Project Work submittals.

Phase 2 – CEQA Document

It is assumed that a Project-level EIR will be required for this project. The scope of the activities performed in this phase will be refined for State and Funding Recipient approval following selection of a Preferred Plan and will cover all elements required for environmental sufficiency. Authorization to proceed will be conditioned on State and Funding Recipient approval of the scope, budget, and schedule. The Project Description and Alternatives from the Phase 1 study will be analyzed by the environmental team, and the standard CEQA deliverables and process will be followed. Tasks will be detailed during scope refinement, and will include Project Management activities during Phase 2. The intent is to select a specialty CEQA consultant while Phase 1 is underway.

Deliverables:

1. NOP
2. ADEIR
3. DEIR
4. FEIR
5. MMP, Findings
6. All required permits, licenses, and approvals to comply with all applicable Federal, State, and local laws.

Phase 3 – Preliminary Design

Preliminary design will be performed on the Preferred Plan. Work elements may include surveying, geotechnical exploration and analyses, right of way research, preparation of a design criteria memorandum, design hydraulics, and preliminary design drawings. The scope of the activities performed in this phase will be refined for State and Funding Recipient approval following selection of a Preferred Plan. Portions of Phase 2 and 3 will be concurrent.

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ARTICLE A-1-A. OVERALL PROJECT BUDGET

Table 1

Grant Budget

Phase	Element	Description	Budget	In Kind Credit (IKC) Spent Through 3/31/16	IKC Estimate 4/1/16 Through 6/30/16	To be Billed Under Grant Agreement
1 (Study)	1	Funding Recipient Project Management	\$ 100,000	\$ 60,639	\$ -	\$ 39,361
	2	200 year Freeboard Analysis and Without-Project Floodplain Mapping	\$ 108,796	\$ 108,796	\$ -	\$ -
	3	ULDC Analysis, ID Deficiencies	\$ 2,620,921	\$ 2,345,971	\$ 274,950	\$ -
	4	Additional Work to Complete Study	\$ 667,000	\$ -	\$ -	\$ 667,000
Subtotal Phase 1			\$ 3,496,717	\$ 2,515,406	\$ 274,950	\$ 706,361
2 (CEQA)	All		\$ 1,500,000	\$ -	\$ -	\$ 1,500,000
3 (Prelim. Design)	All		\$ 5,003,283	\$ -	\$ -	\$ 5,003,283
Totals			\$ 10,000,000	\$ 5,030,812	\$ 549,900	\$ 7,916,005

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Table 2

Phase 1 Element 4 Estimated Project Work Effort and Cost

Task No.	Task Description	Principal	Project Manager	Staff Engineer	Admin/ Clerical	Labor	Total Labor	Expenses	Subconsultant Cost (\$)	Total Cost (\$)
	Rate:	\$	\$	\$	\$					
Task 1 - Project Management and Meetings										
1.1	Monthly PM, Status Reports and	88	44	0	44	176	\$ 32,652	\$ 3,268	\$ -	\$ 35,920
1.2	Monthly progress work sessions	66	66	132	0	264	\$ 44,154	\$ 4,415	\$ -	\$ 48,569
1.3	Agency meetings	60	60	90	0	210	\$ 36,330	\$ 3,633	\$ -	\$ 39,963
1.4	Board/ Council meetings and Presentations	48	0	48	0	96	\$ 17,616	\$ 1,762	\$ -	\$ 19,378
	Subtotal for Task 1	262	170	270	44	746	\$ 130,792	\$ 13,079	\$ -	\$ 143,871
Task 2 - Hydrology and Hydraulics										
2.1	Climate Change Hydrology	8	20	48	0	76	\$ 11,318	\$ 1,152	\$ -	\$ 12,470
2.2	Water Surface Profiles	2	16	64	0	82	\$ 11,408	\$ 1,141	\$ -	\$ 12,549
2.3	Floodplains	12	68	284	0	344	\$ 48,308	\$ 4,831	\$ -	\$ 53,139
	Subtotal for Task 2	22	104	376	0	502	\$ 71,034	\$ 7,124	\$ -	\$ 78,158
Task 3 - Summarize Study "Front-end" from Previous Studies										
3.0	Summarize materials from previous studies	4	40	16	0	60	\$ 9,992	\$ 999	\$ -	\$ 10,991
	Subtotal for Task 3	4	40	16	0	60	\$ 9,992	\$ 999	\$ -	\$ 10,991
Task 4 - Alternatives Analysis										
4.1	Alternatives 1-3 Layouts	12	22	80	0	114	\$ 18,890	\$ 1,889	\$ 20,000	\$ 38,579
4.2	Wise Use of floodplain strategies	40	80	24	0	144	\$ 26,646	\$ 2,665	\$ -	\$ 29,311
4.3	Analysis of expected damages	88	224	480	0	792	\$ 121,200	\$ 12,126	\$ -	\$ 133,326
4.4	Multi-Benefit Features	12	40	56	0	108	\$ 16,992	\$ 1,699	\$ 15,000	\$ 33,691
4.5	Alternatives 1-3 Comparison	28	48	48	4	128	\$ 21,688	\$ 2,167	\$ -	\$ 23,855
4.6	Alternative Evaluation	24	48	48	8	128	\$ 20,960	\$ 2,096	\$ -	\$ 23,056
4.7	Alternative Refinement	24	56	112	4	196	\$ 30,136	\$ 3,014	\$ -	\$ 33,150
4.8	Preferred Alternative Selection	9	10	16	0	35	\$ 5,942	\$ 594	\$ -	\$ 6,536
	Subtotal for Task 4	297	528	864	16	1,545	\$ 280,416	\$ 26,042	\$ 35,000	\$ 321,458
Task 5 - Preferred Plan Refinement and Revision of Basin Plan										
5.1	Plan Refinement	28	40	80	4	152	\$ 24,232	\$ 2,423	\$ 35,000	\$ 61,655
5.2	Basin Plan	8	40	16	4	68	\$ 11,304	\$ 1,130	\$ -	\$ 12,434
	Subtotal for Task 5	36	80	96	8	220	\$ 35,536	\$ 3,553	\$ 35,000	\$ 74,089
Task 6 - Study Report										
6.0	Study Report	32	72	88	24	216	\$ 33,568	\$ 4,667	\$ -	\$ 38,235
	Subtotal for Task 6	32	72	88	24	216	\$ 33,568	\$ 4,667	\$ -	\$ 38,235
	COLUMN TOTALS	593	994	1,710	92	3,389	\$ 541,536	\$ 55,464	\$ 70,000	\$ 667,000

EXHIBIT B

ARTICLE A-1-B. OVERALL PROJECT SCHEDULE

EXHIBIT B

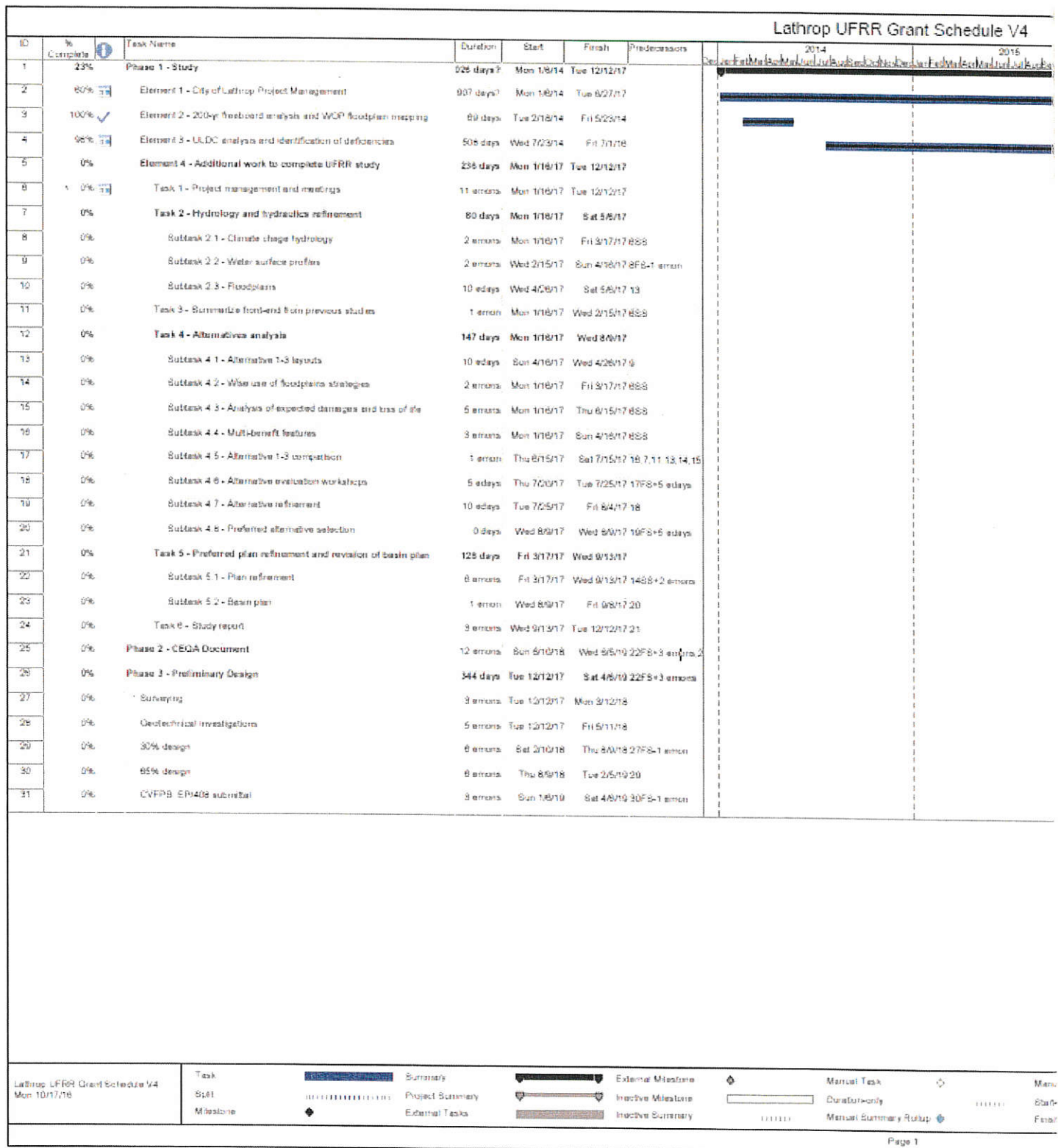


EXHIBIT B

EXHIBIT B STANDARD CONDITIONS

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B-1 GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

B-2 TIMELINESS: Time is of the essence in this Funding Agreement.

B-3 AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Funding Recipient for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.

B-4 SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Funding Recipient shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

B-5 AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and up to three (3) years after the final disbursement of funds pursuant to this Funding Agreement, with the costs of such audit borne by the State. After completion of the Project, State may require Funding Recipient to conduct a final audit to State's specifications, at Funding Recipient's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 20 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code section 8546.7, the Funding Recipient shall be subject to examination and audit by the State for a period of three years after the final disbursement under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Funding Recipient, its contractors, consultants, and subcontractors shall be preserved for this purpose for at least three (3) years after the final disbursement of funds pursuant to this Funding Agreement.

B-6 ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- a) **Separate Accounting of Funding Disbursements and Interest Records:** Funding Recipient shall account for the money disbursed pursuant to this Funding Agreement separately from all other Funding Recipient funds. Funding Recipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Funding Recipient shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Funding Recipient shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- b) **Disposition of Money Disbursed:** All money disbursed pursuant to this Funding Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
- c) **Remittance of Unexpended Funds:** Funding Recipient shall remit to State any unexpended funds that were disbursed to Funding Recipient under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Funding Recipient of funds or, within thirty (30) days of the expiration of the Funding Agreement, whichever comes first.

B-7 COMPETITIVE BIDDING AND PROCUREMENTS: Funding Recipient shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Funding Recipient's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement.

B-8 INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Funding Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.

B-9 INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests, as provided in paragraph 20.

B-10 ACKNOWLEDGEMENT OF CREDIT: Funding Recipient shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Funding Agreement. During construction of the Project, Funding Recipient shall install a sign at a prominent location which shall include a statement that the Project is financed under the California Disaster Preparedness and Flood Prevention Bond Act of 2006, Urban Flood Risk Reduction Program, administered by State of California, Department of Water Resources. Funding Recipient shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

B-11 TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding Agreement. Travel and per diem shall be reimbursed consistent with the rates current at the time of travel. These rates are published at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx> or its successor website. For the purpose of computing such expenses, Funding Recipient's designated headquarters shall be: **390 Towne Centre Drive, Lathrop, CA 95330**. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

B-12 PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: Funding Recipient shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Funding Recipient's service of water, without prior permission of State. Funding Recipient shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Funding Recipient meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

B-13 STATE TO BE HELD HARMLESS: Funding Recipient shall indemnify and hold harmless the State, its officers, agents, and employees free and harmless from any and all liability from any claims and damages arising from the planning, design, construction, repair, replacement or rehabilitation, maintenance, and operation of this Project and any breach of this Agreement. Funding Recipient shall require its contractors to name the State, its officers, agents, and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

B-14 NO THIRD PARTY RIGHTS: The parties to this Funding Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Funding Agreement, or of any duty, covenant, obligation or undertaking established herein.

EXHIBIT B

B-15 OPINIONS AND DETERMINATIONS: Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable. Page 50 of 61

B-16 SUIT ON FUNDING AGREEMENT: Each of the parties hereto may sue and be sued with respect to this Funding Agreement.

B-17 REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

B-18 SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.

B-19 WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

B-20 TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 20, the State may terminate this Funding Agreement and be relieved of any payments should Funding Recipient fail to perform the requirements of this Funding Agreement at the time and in the manner herein provided included but not limited to reason of default under Paragraph 20.

B-21 INDEPENDENT CAPACITY: Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

B-22 CONFLICT OF INTEREST

a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

c) Employees of the Funding Recipient: Employees of the Funding Recipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)

d) Employees of and Consultants to the Funding Recipient: Individuals working on behalf of a Funding Recipient may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

EXHIBIT B

B-23 AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Funding Recipient assures State that it is in compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

B-24 NONDISCRIMINATION CLAUSE: During the performance of this Funding Agreement, Funding Recipient and its contractors, consultants, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Funding Recipient and its contractors, consultants, and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and its contractors, consultants, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11100 et seq.) both of which are incorporated into this Agreement by reference. Funding Recipient and its contractors, consultants, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Funding Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

B-25 DRUG-FREE WORKPLACE CERTIFICATION

Certification of Compliance: By signing this Funding Agreement, Funding Recipient, its contractors, consultants, and subcontractors hereby certify, under penalty of perjury under the laws of the State, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).

b) Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:

1. The dangers of drug abuse in the workplace,
2. Funding Recipient's policy of maintaining a drug-free workplace,
3. Any available counseling, rehabilitation, and employee assistance programs, and
4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

c) Provide as required by Government Code section 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Funding Agreement:

1. Will receive a copy of Funding Recipient's drug-free policy statement, and
2. Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.

Suspension of Payments: This Funding Agreement may be subject to suspension of payments or termination, or both, and Funding Recipient may be subject to debarment if the State determines that:

a) Funding Recipient, its contractors, or subcontractors have made a false certification, or

EXHIBIT B

b) Funding Recipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted above. Page 52 of 61

B-26 UNION ORGANIZING: Funding Recipient, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Funding Recipient, by signing this Funding Agreement, hereby certifies that:

a) No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.

b) Funding Recipient shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.

c) Funding Recipient shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.

d) If Funding Recipient makes expenditures to assist, promote, or deter union organizing, Funding Recipient will maintain records sufficient to show that no State funds were used for those expenditures and that Funding Recipient shall provide those records to the State Attorney General upon request.

B-27 BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for the Urban Flood Risk Reduction Program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to disburse funds under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Funding Recipient or to furnish any other considerations under this Funding Agreement and Funding Recipient shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Funding Recipient with a right of priority for payment over any other funding recipient. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, Executive Order, or Order from the Department of Finance for purposes of this program, State shall have the option to either cancel this Funding Agreement with no liability occurring to State, or offer a Funding Agreement amendment to Funding Recipient to reflect the reduced amount.

B-28 COMPUTER SOFTWARE: Funding Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B-29 DELIVERY OF INFORMATION, REPORTS, AND DATA: Funding Recipient agrees to expeditiously provide, during work on the Urban Flood Risk Reduction Program and throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.

B-30 RIGHTS IN DATA: Funding Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Funding Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Funding Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

B-31 DISPOSITION OF EQUIPMENT: Funding Recipient shall provide to State, not less than thirty (30) days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$500 per item. Within sixty (60) days of receipt of such inventory State shall provide Funding Recipient with a list of the

EXHIBIT B

items on the inventory that State will take title to. All other items shall become the property of Funding Recipient. State shall arrange for delivery from Funding Recipient of items that it takes title to. Cost of transportation, if any, shall be borne by State. Page 53 of 61

B-32 CHILD SUPPORT COMPLIANCE ACT: For any Funding Agreement in excess of \$100,000, the Funding Recipient acknowledges in accordance with Public Contract Code section 7110, that:

a) The Funding Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The Funding Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

B-33 PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of \$200,000, the Funding Recipient shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

B-34 DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the Funding Recipient certifies by signing this Funding Agreement, under penalty of perjury under the laws of the State, that Funding Recipient is in compliance with Public Contract Code section 10295.3.

B-35 FUNDING RECIPIENT NAME CHANGE: Approval of the State's Program Manager is required to change the Funding Recipient's name as listed on this Funding Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

B-36 AIR OR WATER POLLUTION VIOLATION: Funding Recipient shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Water Code section 13301 for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

Exhibit C QUARTERLY REPORT FORMAT

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If implementation of the Overall Work Plan will be done in conjunction with Project-Associated Work the quarterly report described in this Exhibit should include information regarding the scope of the Project-Associated Work. The Funding Recipient will clearly distinguish between work included in the Overall Work Plan, which will be funded by the State under this Funding Agreement, and Project-Associated Work, which will not be funded by the State under this Funding Agreement. This Exhibit details the requirements for Quarterly Reports.

The Funding Recipient will be required to submit Quarterly Reports to update the State on the status of the Project. The first Quarterly Report will be required within seven (7) days of the effective date of the Funding Agreement and will include only a Subsequent Quarter Plan. A Quarterly Report shall be submitted each quarter thereafter until the Project is complete. Each Quarterly Report must be submitted to the State by forty-five (45) days into the current quarter for the previous and coming quarter. These reports are to provide a summary of work performed in the previous quarter, work currently being performed, and the plan for the immediately upcoming quarter as described below:

- Previous Quarter Update
 - The Previous Quarter Update must include a discussion of the work performed and the cost of that work. It should also include a statement of costs identifying each individual invoice for the quarter and a statement of interest earned on State funds each quarter. The statement of interest must be reconciled each quarter and interest earned must be deducted from future funding requests. The Funding Recipient will be required to submit these progress reports to secure continued disbursement of State funds.
 - The Previous Quarter Update must summarize the current earned value of the work completed for the Project. The statement must include an evaluation of the scope, schedule, and budget as compared to the Overall Work Plan to provide evidence that the Funding Recipient will have sufficient funds to pay its share of the Eligible Project Costs required to complete the Project, as well as staying on schedule. If there are any deviations from the Overall Work Plan, a discussion of the deviation must be included.
- Current Quarter Update
 - The Current Quarter Update will include a description of work being performed in the current quarter. This must include a discussion of the scope of work and projected cost.
- Subsequent Quarter Plan
 - The Subsequent Quarter Plan will include detailed information for the quarter after the current quarter regarding the work to be performed, the projected budget for this work (broken down to show individual items and tasks), and the expected monthly schedule.

For the Project, the report should include the following items at a minimum:

PROJECT INFORMATION

- Legal matters;
- Engineering and construction matters;
- Environmental matters;
- Status of permits, easements, rights-of-way, and approvals as may be required by other State, federal, and/or local agencies;

EXHIBIT B

- Major accomplishments met or planned during the reporting period (i.e. tasks completed/planned, milestones met/to be met, meetings held or attended/scheduled, press releases, etc.);
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter;
- Describe differences between the work performed and the work outlined in the Overall Work Plan, including change orders;
- Demonstrate financial ability to pay local cost share of Eligible Project Costs required to complete the Project.

COST INFORMATION

- Listing showing costs incurred during the time period covered by the report by the Funding Recipient and each contractor working on the Project and which of these costs are Eligible Project Costs;
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Overall Work Plan as well as the Quarterly Report;
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan;
- A discussion of whether there have been any changes to the Funding Recipient's Finance Plan for payment of the Funding Recipient's share of Eligible Project Costs;
- Identify total interest earned on State funds paid as a result of this Funding Agreement; and
- Identify the gross payments received from leasing property acquired as a result of the projects funded by this Funding Agreement and identify the State share of such amount.

If the Project has multiple Project Elements or Project Features, the Quarterly Report should clearly indicate which costs will be incurred for each Project Element or Project Feature.

Exhibit D
DRAFT RESOLUTION ACCEPTING FUNDS

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Resolution No. _____	
Resolved by the _____ <i>(Governing body, city council, or other)</i>	
of the _____ <i>(Funding Recipient-agency, city, county, or other)</i>	
that pursuant and subject to all of the terms and provisions of the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, and the Disaster Preparedness and Flood Prevention Bond Act of 2006, that the funds awarded to _____ by the California Department of <i>(Agency, city, county, or other)</i>	
Water Resources for an Urban Flood Risk Reduction Program project titled: _____ are hereby accepted. <i>(Project title)</i>	
The _____ of the <i>(Presiding officer, president, city manager, or other official)</i>	
_____, or designee is hereby authorized and directed to <i>(Agency, city, county, or other)</i>	
sign a Funding Agreement with the California Department of Water Resources and to sign requests for disbursements to be made under this Funding Agreement.	
Passed and adopted at a regular meeting of the _____ <i>(Board of Directors, Supervisors, etc.)</i>	
of the _____ <i>(Name of Funding Recipient)</i>	
on _____ <i>(Date)</i>	
Affix official seal here	Authorized Signature _____
	Printed Name _____
	Title _____
	Clerk/Secretary _____

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Exhibit E

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EARLY PARTIAL RELEASE OF WITHHELD FUNDS

This Exhibit is intended to provide guidance regarding withholding of funds and the procedures Funding Recipients may use to request early partial release of withheld funds.

The State will consider requests for early partial release of funds that are being withheld pursuant to Section 17.

A. Circumstances under Which the State Will Consider a Request for Early Partial Release of Withheld Funds

1. **Timing:** The Funding Recipient may make a request for partial release of withheld funds for a Project Feature, Project Element, or the Project. The State will only consider a request for early partial release for withheld funds if the Funding Recipient has made substantial progress towards completion and expects to complete work on the Project Feature, Project Element, or Project no later than 6 months after the date the request is made.
2. **Substantial Progress Toward Closeout:** The State will only consider a request for a partial release of withheld funds for a Project Feature, Project Element, or Project if the Funding Recipient has provided a Project Completion Report in accordance with Exhibit F.
3. **Amount Withheld:** The State will only consider a request if at the time the request is made the State is withholding adequate funds to ensure that the approved scope of work is completed, all agreement requirements have been met, and the funding recipient is performing as requested by the State. If this amount exceeds the total projected remaining costs to complete the approved scope of work, the State will consider requests to reduce such withholding.

Notwithstanding the conditions described above, in cases where the State is withholding significant dollars on a project, the State may, at its sole discretion, consider reducing the withholding to 5% or less based on the State's evaluation of performance and remaining risk, and when significant closeout requirements have been met. Items to consider when establishing the available balance to be released to the Funding Recipient would be expected environmental establishment and monitoring costs, excess contract dollars, interest, or lease proceeds due to the State.

B. Standards for Granting a Request for Early Partial Release of Withheld Funds

The State will grant a request for early partial release if, in the sole judgment of the State either:

1. Granting the request is in the best interests of the State because the withheld funds are needed for further work on the Project, or
2. Granting the request will not adversely affect the State because: (a) the Project has been substantially completed, (b) the amount of the withheld funds is more than an updated estimate of Project Costs required to complete the Project, and (c) early partial release is not expected to materially affect the willingness of the Funding Recipient to fulfill its remaining obligations under the Funding Agreement.

C. Procedures for Making a Request for Early Release of Funds

The Funding Recipient should accompany a request for early release of withheld funds with a report which:

1. Provides evidence that the Funding Recipient has met the prerequisites for making the request set forth in Section B above;

EXHIBIT B

2. Provides evidence that the Funding Recipient has met the standards for early partial release of funds set forth in Section B above; Page 58 of 61
3. Provides updated estimates of total remaining Project Costs and the State's share of remaining Eligible Project Costs, in the form of an updated budget for each Project Feature and Project Element and the Project on the whole, and
4. Indicates how much of the withheld funds the Funding Recipient wants released.

D. Action by the Department on Request for Early Release of Withheld Funds

If the State determines that the Funding Recipient has submitted a complete request and is eligible to make a request for early release of withheld funds, the State shall use best efforts to notify the Funding Recipient of the State's response to the request within ninety (90) days of when the request is deemed complete.

EXHIBIT B

Exhibit F
PROJECT OR ELEMENT/FEATURE CLOSEOUT

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I. GENERAL

Funding Recipient shall follow the proper procedures for Project closeout and /or Project Element or Feature closeout. Project closeout occurs after the last portion of a total Project is complete. Project Element or Feature closeout occurs after a discrete Element or Feature is eligible for closeout within the larger Project. Project Element or Feature closeout is also part of the total Project closeout at the end of the Project.

II. PROJECT CLOSEOUT

Below is an outline of the Project closeout documents required, and their timelines, in order to closeout the Project or Project Elements or Features.

A. Project Completion Report

1. Purpose and description of the Project
 - a. Actual work done
 - b. Schedule (actual vs. proposed)
 - c. Final documents
 - (i) Environmental documents (CEQA/NEPA), permits, and agreements
 - (ii) Budget discussion (Project cost summary) – The Final Statement of Costs will contain more detailed information
 - (iii) Funding Agreement and Amendments
 - (iv) Final technical report (quality assurance/quality control [QA/QC], survey, etc.)
 - d. Reports/studies generated/utilized during the Project (hydrologic etc.)
 - e. Project Completion Report - (within 90 calendar days of completion of all project tasks)*
 - (i) Submit Project Completion Report for review and approval.
2. Preliminary Statement of Costs and Payments Received from DWR
 - a. Complete account of invoices/costs provided by the Funding Recipient to DWR. The list of all project invoices, including information such as:
 - (i) Date each cost was incurred;
 - (ii) The amount of the cost;
 - (iii) Labor cost of personnel of agency/major consultant/sub-consultants;

EXHIBIT B

- (iv) Personnel, hours, rates, type of profession and reason for consultant, i.e. design, CEQA work, etc.
 - (v) Construction cost information, shown by material, equipment, labor costs, and change orders;
 - (vi) Breakdown of costs into Project management, design, environmental, construction, construction management, real estate, lease payments, relocation assistance, based upon breakdown of Overall Work Plan, etc.
 - b. Summary of all project costs incurred in section (a) including:
 - (i) All internal and external costs not previously disclosed;
 - (ii) Accounting of the cost of Project expenditures in relation to the Overall Work Plan Budget; and
 - (iii) A discussion of factors that positively or negatively affected the Project cost and any deviation from the original Overall Work Plan Budget.
 - c. Complete accounting of payments provided by DWR to the Funding Recipient. The list of funding received from DWR will include information such as:
 - (i) A statement verifying separate accounting of funding disbursements.
 - (ii) The date each payment was received by the Funding Recipient;
 - (iii) The amount of the payment; and,
 - (iv) The purpose of the payment (i.e. True-up, Advance, Retention Release, Right of Way payment, etc.).
 - d. If the Funding Recipient is requesting a lump sum payment for the State's share of remaining costs associated with the first three years of environmental mitigation and monitoring required by permits or by CEQA or NEPA that are expected to be Eligible Project Costs, a good faith estimate of the remaining costs and substantiation for the estimate.
 - e. A summary of the total interest earned from State advances and a statement of how much is creditable to any remaining State share due or the amount that is due back to the State.
 - 3. Application for seeking Federal credit

A copy of the application filed for a determination of eligibility for federal credits or reimbursement and all correspondence with USACE relating to that application and information regarding the status of that application.
 - 4. Project-Associated Work Report (if required because some segments are constructed with the Project but not funded by the Urban Flood Risk Reduction Program)
- B. Final Statement of Costs (submitted within sixty (60) days of when real estate project closeout documents are complete.)

EXHIBIT B

1. Updated version of Preliminary Statement of Costs provided pursuant to Section II.B.2 above. Page 61 of 61
2. If the Funding Recipient has received an increased cost share for the Supplemental Benefits objectives of habitat, open-space, recreation, or a combination thereof, a summary of the payments made by the Funding Recipient.

* Time extension may be requested and will be considered on an individual basis.

EXHIBIT B

Draft

SJAFCA Member Agency Loan
Agreement Term Sheet and Principles

Operating Terms

1. The Member Agencies consisting of Stockton, Lathrop, Manteca and San Joaquin County (the Members) will fund, by way of initial loans to SJAFCA, the “Near Term” – approximately 6-month initial budget – of SJAFCA’s projected costs for the RD 17 Project totaling \$376,000 based upon LWA’s SJAFCA Seed Funding Analysis dated December 7, 2017 (revised) attached as Exhibit A. The total of the initial loan amounts is reduced by the amount of funding remitted to SJAFCA from the cities of Lathrop & Manteca as a result of Interim Levee Impact Fees collected since the adoption of each cities’ respective Interim Levee Impact Fee programs.
2. The work funded by the loans will consist of the following;
 - a. A portion of SJAFCA’s operating budget consisting of staff time directly expended advancing the RD 17 Project and a reasonable share of overhead costs allocable to the Project.
 - b. Project related Start Up activity costs associated with efforts that directly relate to; 1) the establishment of funding vehicles that reduce the need for Member Advance Funding, 2) maintaining / supporting member agency ULOP Adequate Progress Findings, and 3) the establishment / administration of related crediting and reimbursement programs. These items include:
 - i. Establishment and Implementation of a Regional Development Impact Fee Program for ULOP / 200-Year Improvements
 - ii. Establishment of an Overlay Assessment District funding ULOP / 200-Year Improvements
 - iii. Preparation of an Annual ULOP Adequate Progress Update
 - iv. Development of Fee Crediting and Agency Reimbursement policies and procedures
 - v. Support and coordination activities that advance State and Federal funding / support for the Project
3. The Members will split the total initial loan obligation equally. Each Member will fund one-quarter of the net “Near Term” funding needed (up to a maximum of \$94,000).
 - a. It is expected that additional rounds of funding will be needed by SJAFCA. Additional rounds of funding will be provided under the same or similar terms as this initial loan agreement either by way of new loan agreements amendments to this agreement.

- b. The proposed split of any future rounds of funding (Medium and Long Term efforts as described in Exhibit A) will be determined by the SJAFCA Board subject to Member approval.
- c. The total amount of future rounds of funding for SJAFCA start-up activities will be reduced by the amount of fee revenues collected by each Member's Interim Levee Fee program or a future Regional Impact Fee program adopted by SJAFCA replacing any Member's Interim Fee Program.
- 4. Individual Member loans will be provided directly to SJAFCA by the Member (not by obligors of any Fee or future assessment).
- 5. Member funding will not be contingent based on the execution of the loan agreement by all parties. Each loan will be an individual agreement between SJAFCA and the respective Member Agency.
- 6. The loan will be unsecured and forgivable in the event that SJAFCA is not able to secure permanent funding sources for the entirety of the Project. The repayment terms of the loan will be determined at a future date through one or more amendments to the loan agreement(s).

Funding Principles

- 1. The Members acknowledge that an individual Member's funding obligation is not reduced by any amount of fees paid by a development project within the area of its land use authority. As of the date of adoption of any Interim Levee Fee program, all fee funds generated within the area of the Interim or future regional levee fee program will reduce the total funding loaned by the Members to SJAFCA.
- 2. The Members acknowledge that this "Near-Term" Loan and any subsequent future loaned funds will be repaid based on the following principles to be further defined and clarified by the SJAFCA Board of Directors:
 - a. Fee revenues collected after the "completion" of the Project
 - b. Assessment Revenues and/or proceeds from debt secured by Assessment Revenues after the "completion" of the Project
 - i. The criteria for "completion" will be further evaluated and defined in the future by the SJAFCA Board of Directors
- 3. The Members acknowledge that the Cities of Lathrop and Manteca have previously funded efforts to make Adequate Progress on the Project prior to the Amendment of the SJAFCA JPA.
 - a. The Members further acknowledge that a portion of this funding came from general or enterprise fund sources from Lathrop and Manteca and is subject to repayment from the sources described above. The terms associated with repayment (timing / order / etc.) will be determined in the future date by the SJAFCA Board subject to Member approval. SJAFCA and the Members agree that the terms associated with repayment will consider the following:
 - i. Project cash flow needs

- ii. The timing of any permanent financing
 - iii. The timing of an assessment district formation
 - iv. The relative amount and timing of any funding previously provided the Member Agencies for the benefit of Project
- b. The Members further acknowledge that the remaining portion of advance funding came from development interests within the Cities of Lathrop and Manteca and is subject to crediting against the Interim Fee Program and any future replacement Regional Impact Fee Program adopted by SJAFCA. SJAFCA and the Members acknowledge that SJAFCA Board will develop and adopt fee crediting policies and procedures to be applied by the Members. The Members agree to apply these crediting policies consistently within each jurisdiction through advance funding and crediting agreements and/or development agreements between the Member agency and developer.

Attachments



FEMA

December 15, 2017

Mr. Roger Churchwell
Acting Executive Director
San Joaquin Area Flood Control Agency
22 East Weber Avenue, Suite 301
Stockton, CA 95202

Dear Mr. Churchwell:

This correspondence is in reference to the data submissions and letters dated January 23, 2015 and April 11, 2016 to the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) regarding certification of the Calaveras River levee systems, which are identified by FEMA as levee system numbers 5205000281, 5205000282, and 5205000283.

The pertinent information regarding these levee systems is listed below.

Identifier: Calaveras River levee systems
FEMA levee system numbers: 5205000281, 5205000282,
and 5205000283.

Please see attached map.

Flooding Sources: Calaveras River, Stockton Diverting Canal, Mormon
Slough, and Potter Creek A

FIRM panels affected: San Joaquin County and Incorporated Areas
06077C0320F, 06077C0340F, 06077C0460F,
06077C0480F, and 06077C0485F dated October 16, 2009.

In support of the levee certification request, the following information was submitted:

1. A report prepared by Peterson Brustad, Inc, titled "Calaveras River Levee System FEMA Reaccreditation" dated January 23, 2015 and associated data.
2. Response to FEMA comments and additional data submitted on April 11, 2016 by Peterson Brustad, Inc.

The above documentation and data were reviewed to determine whether they comply with the certification criteria in the Code of Federal Regulations, Title 44, Section 65.10 (44 CFR 65.10). This review concludes that the Calaveras River levee systems meet the minimum certification criteria outlined in 44 CFR 65.10.

It is important to note that levees are only designed to provide a specific level of protection. They can be overtopped or fail as a result of larger flood events. Levee systems require regular maintenance and periodic upgrades to retain their level of protection. When levees fail, they fail catastrophically, and damage may be more significant than if the levee was not there.

Everyone should understand the risk to life and property associated with levees - risk that even the best flood-control system cannot completely eliminate. For these reasons, FEMA encourages people to understand their risk. The National Flood Insurance Program (NFIP) was created to reduce flood damages by identifying flood hazards, encouraging sound community floodplain management practices, and providing flood insurance to lessen the financial impact of flooding. Through the NFIP, property owners in participating communities are able to purchase flood insurance that will insure against flood losses. We hope that community officials will encourage property owners to purchase flood insurance.

Thank you for your interest in flood hazard mapping and providing data to improve the FIRM for San Joaquin County. If you have additional questions regarding this matter, please contact Eric Simmons, either by telephone at (510) 627-7029, or by email at Eric.Simmons@fema.dhs.gov.

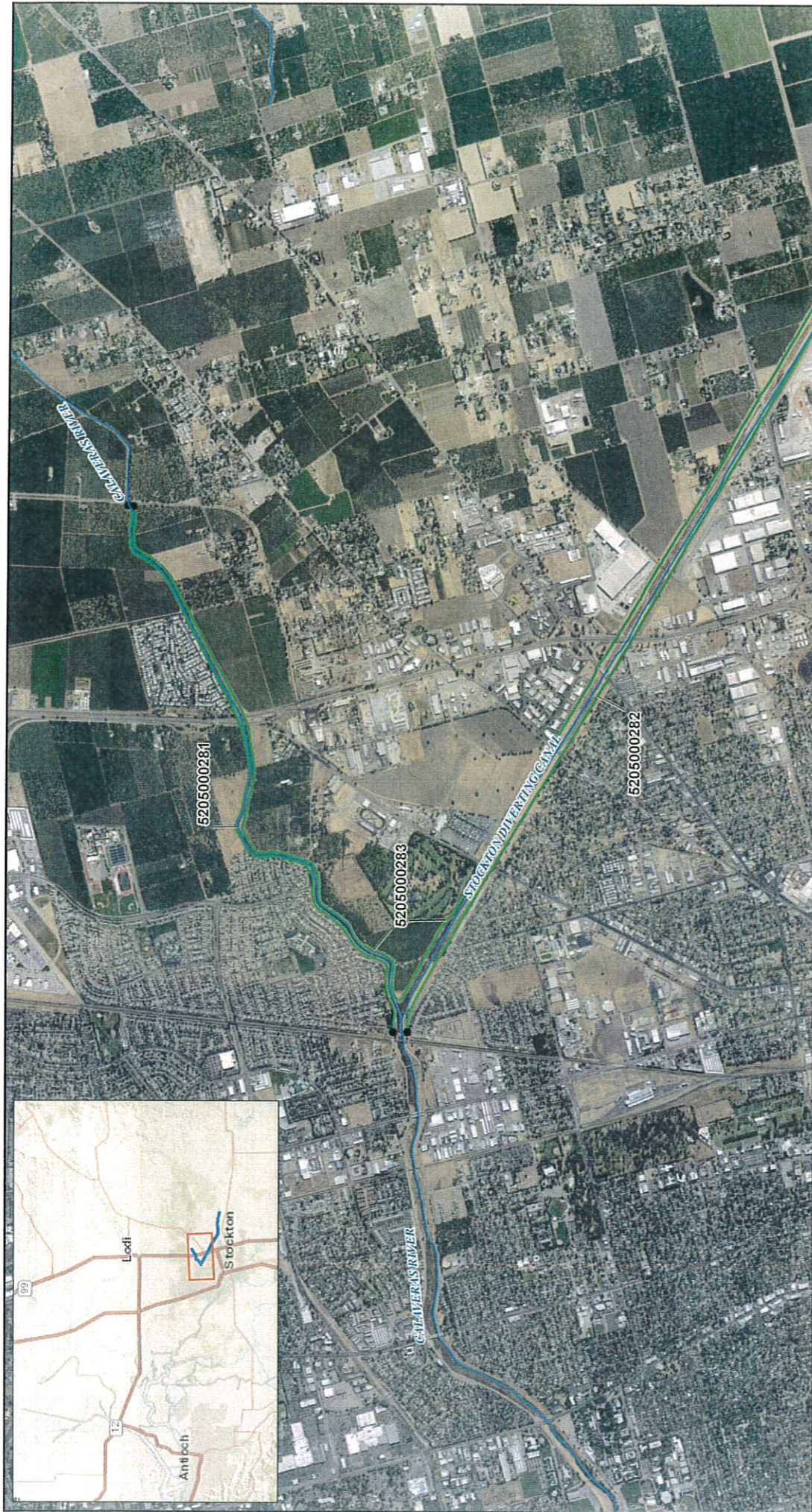
Sincerely,



Juliette Hayes
Chief, Risk Analysis Branch
Mitigation Division

cc: Juan Neira, Senior Civil Engineer – San Joaquin Area Flood Control Agency
James Eto, NFIP State Coordinator, CA Division of Water Resources
Rachael Orellana, USACE, Sacramento District
Ed Short, Senior Plans Examiner, City of Stockton
John Maguire, Engineering Services Manager, San Joaquin County

enc: Status Map for Calaveras River Levee Systems

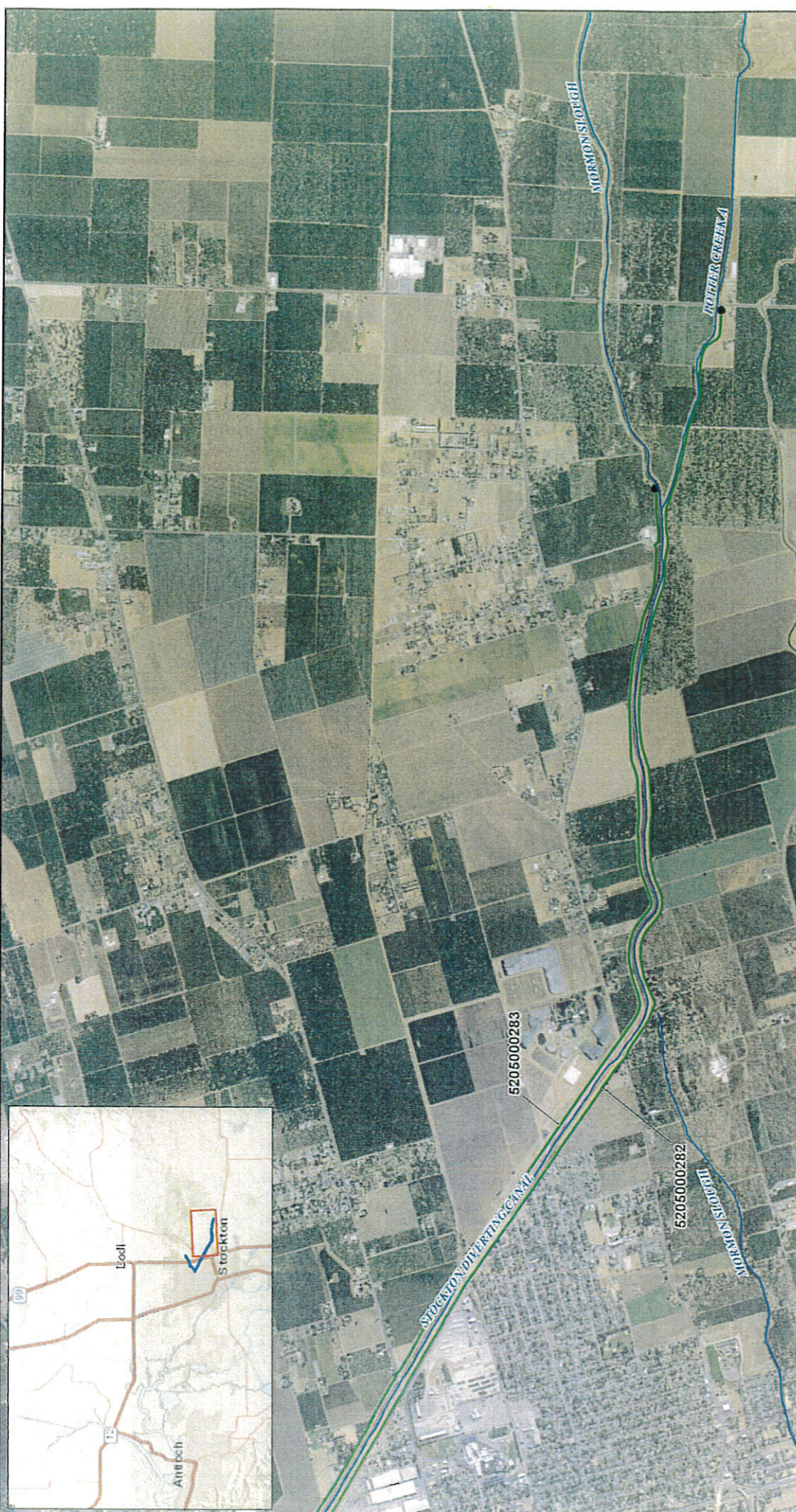


1 inch equals 2,000 feet
 0 750 1,500 3,000 feet

San Joaquin County, California
 Status Map for Calaveras River Levee Systems
 FEMA system ID = 5205000281, 5205000282, and 5205000283

Stream ● Complies with 44 CFR 65.10

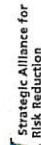




Status Map for Calaveras River Levee Systems
FEMA system ID = 5205000281, 5205000282, and 5205000283

feet

Stream  Complies with 44 CFR 65.10



Page 2 of 2



FEMA

December 15, 2017

Mr. Roger Churchwell
Acting Executive Director
San Joaquin Area Flood Control Agency
22 East Weber Avenue, Suite 301
Stockton, CA 95202

Dear Mr. Churchwell:

This correspondence is in reference to the data submissions and letters dated January 21, 2015; April 11, 2016; July 20, 2017; and November 15, 2017 to the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) regarding certification of the Bear Creek levee systems, which are identified by FEMA as levee system numbers 5205000041, 5205000042, 5205000043, 5205000044, 5205000045, 1905011072, and 1905011492.

The pertinent information regarding these levee systems is listed below.

Identifier: Bear Creek levee systems
FEMA levee system numbers: 5205000041, 5205000042, 5205000043, 5205000044, 5205000045, 1905011072, and 1905011492.

Please see attached map.

Flooding Sources: Bear Creek, Pixley Slough, Mosher Diversion, Mosher Creek, Paddy Creek, and South Paddy Creek

FIRM panels affected: San Joaquin County and Incorporated Areas
06077C0310F, 06077C0315F, 06077C0320F, 06077C0330F, and 06077C0335F dated October 16, 2009.

In support of the levee certification request, the following information was submitted:

1. A report prepared by Peterson Brustad, Inc, titled "Bear Creek Levee System FEMA Reaccreditation" dated January 21, 2015 and associated data.
2. Response to FEMA comments and additional data submitted on April 11, 2016 by Peterson Brustad, Inc.
3. Response to FEMA comments and additional data submitted on July 20, 2017 by Peterson Brustad, Inc.

4. Response to FEMA comments submitted on November 15th, 2017 by Peterson Brustad, Inc.

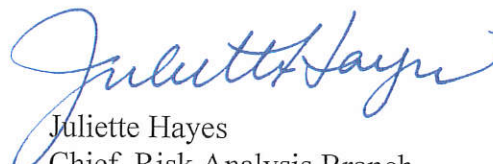
The above documentation and data were reviewed to determine whether they comply with the certification criteria in the Code of Federal Regulations, Title 44, Section 65.10 (44 CFR 65.10). This review concludes that the Bear Creek levee systems meet the minimum certification criteria outlined in 44 CFR 65.10.

It is important to note that levees are only designed to provide a specific level of protection. They can be overtopped or fail as a result of larger flood events. Levee systems require regular maintenance and periodic upgrades to retain their level of protection. When levees fail, they fail catastrophically, and damage may be more significant than if the levee was not there.

Everyone should understand the risk to life and property associated with levees - risk that even the best flood-control system cannot completely eliminate. For these reasons, FEMA encourages people to understand their risk. The National Flood Insurance Program (NFIP) was created to reduce flood damages by identifying flood hazards, encouraging sound community floodplain management practices, and providing flood insurance to lessen the financial impact of flooding. Through the NFIP, property owners in participating communities are able to purchase flood insurance that will insure against flood losses. We hope that community officials will encourage property owners to purchase flood insurance.

Thank you for your interest in flood hazard mapping and providing data to improve the FIRM for San Joaquin County. If you have additional questions regarding this matter, please contact Eric Simmons, either by telephone at (510) 627-7029, or by email at Eric.Simmons@fema.dhs.gov.

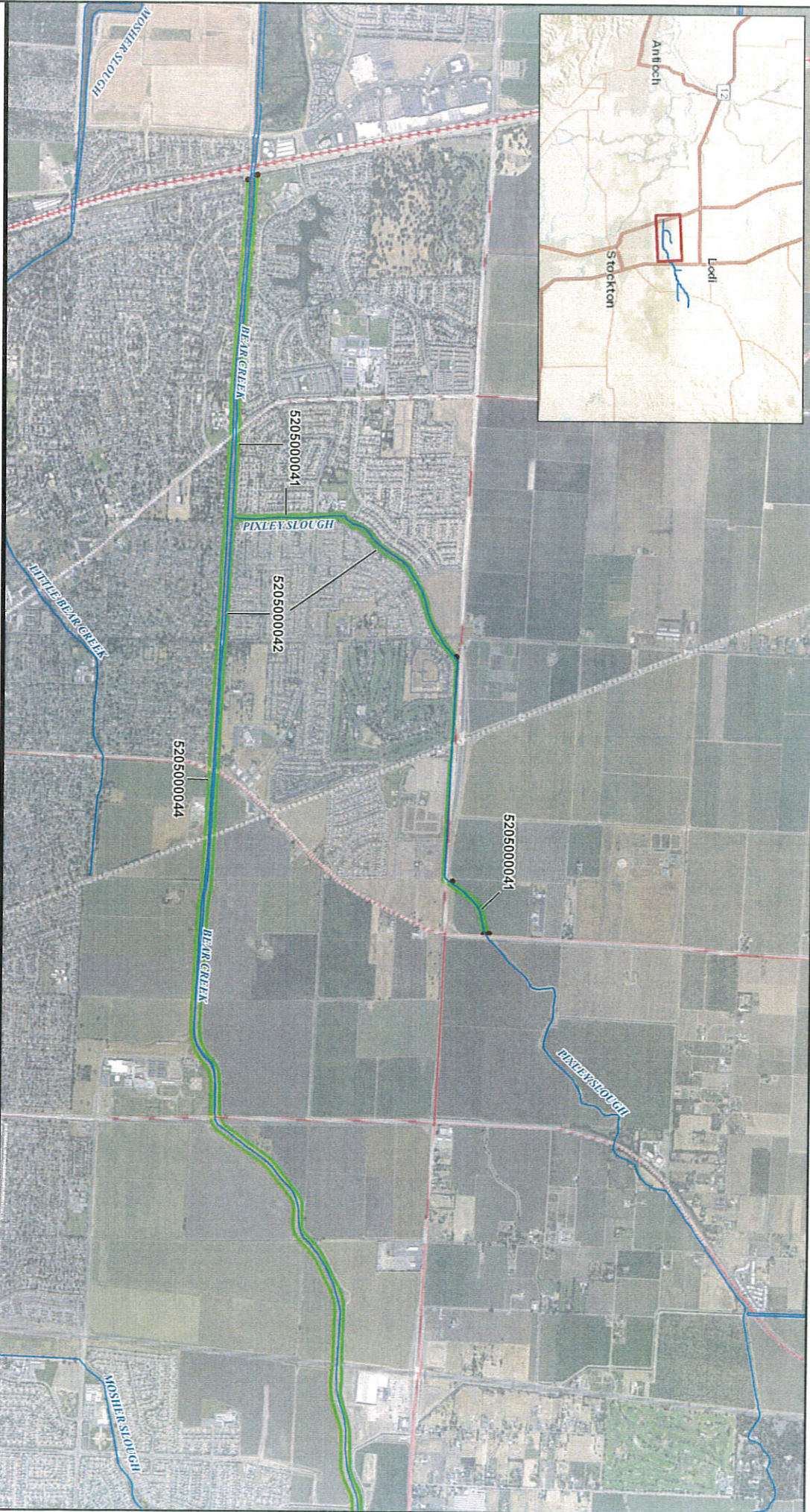
Sincerely,



Juliette Hayes
Chief, Risk Analysis Branch
Mitigation Division

cc: Juan Neira, Senior Civil Engineer – San Joaquin Area Flood Control Agency
James Eto, NFIP State Coordinator, CA Division of Water Resources
Rachael Orellana, USACE, Sacramento District
Ed Short, Senior Plans Examiner, City of Stockton
John Maguire, Engineering Services Manager, San Joaquin County

enc: Status Map for Bear Creek Levee Systems



1 inch equals 2,000 feet
 0 750 1,500 3,000
 feet

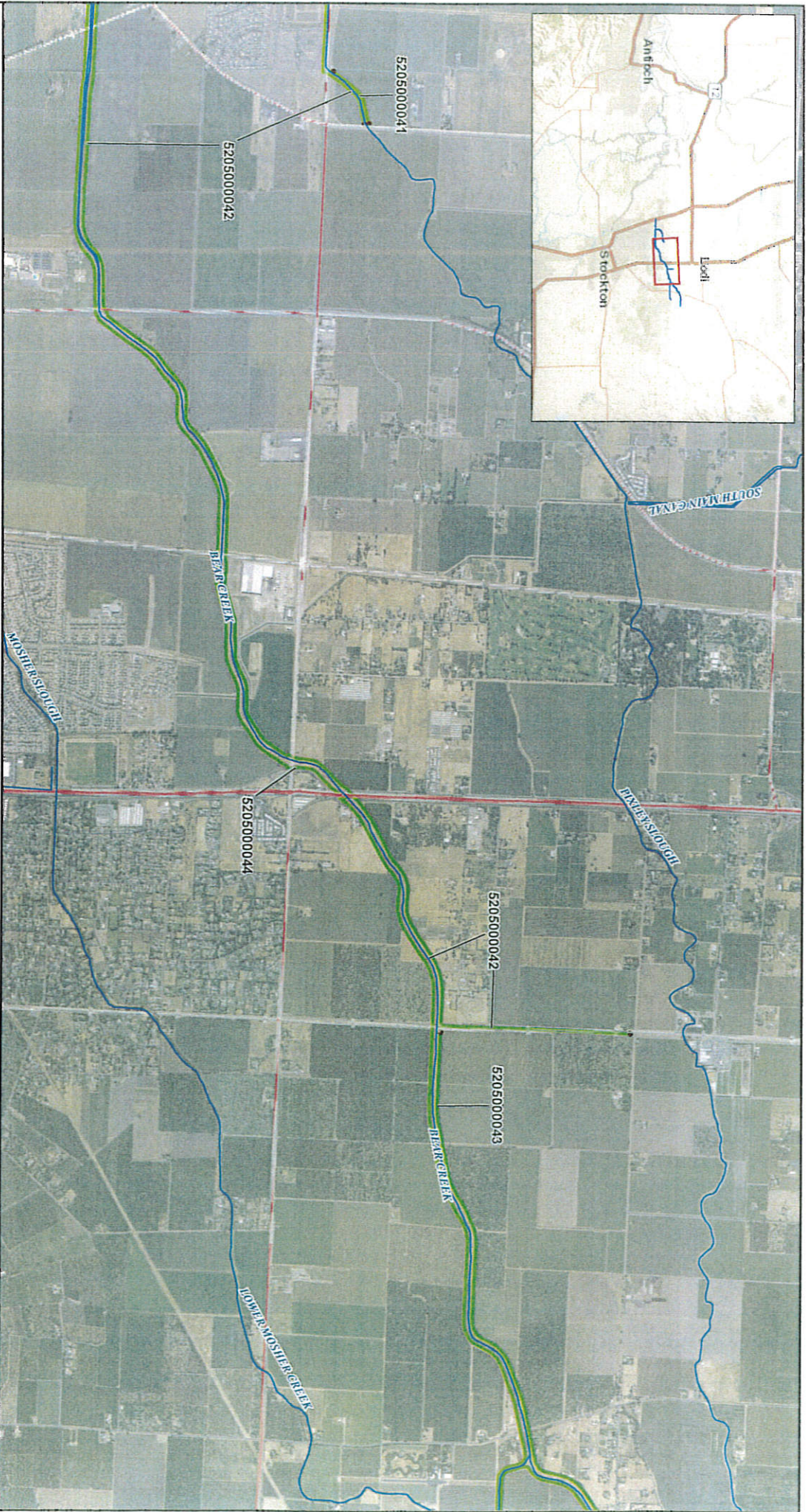
San Joaquin County, California
 Status Map for Bear Creek Levee Systems
 FEMA system ID = 5205000041, 5205000042, 5205000043,
 5205000044, 5205000045, 1905011072, and 1905011492

Stream — Complies with 44 CFR 65.10



December 2017

Page 1 of 3



FEMA
NATIONAL FLOOD INSURANCE PROGRAM

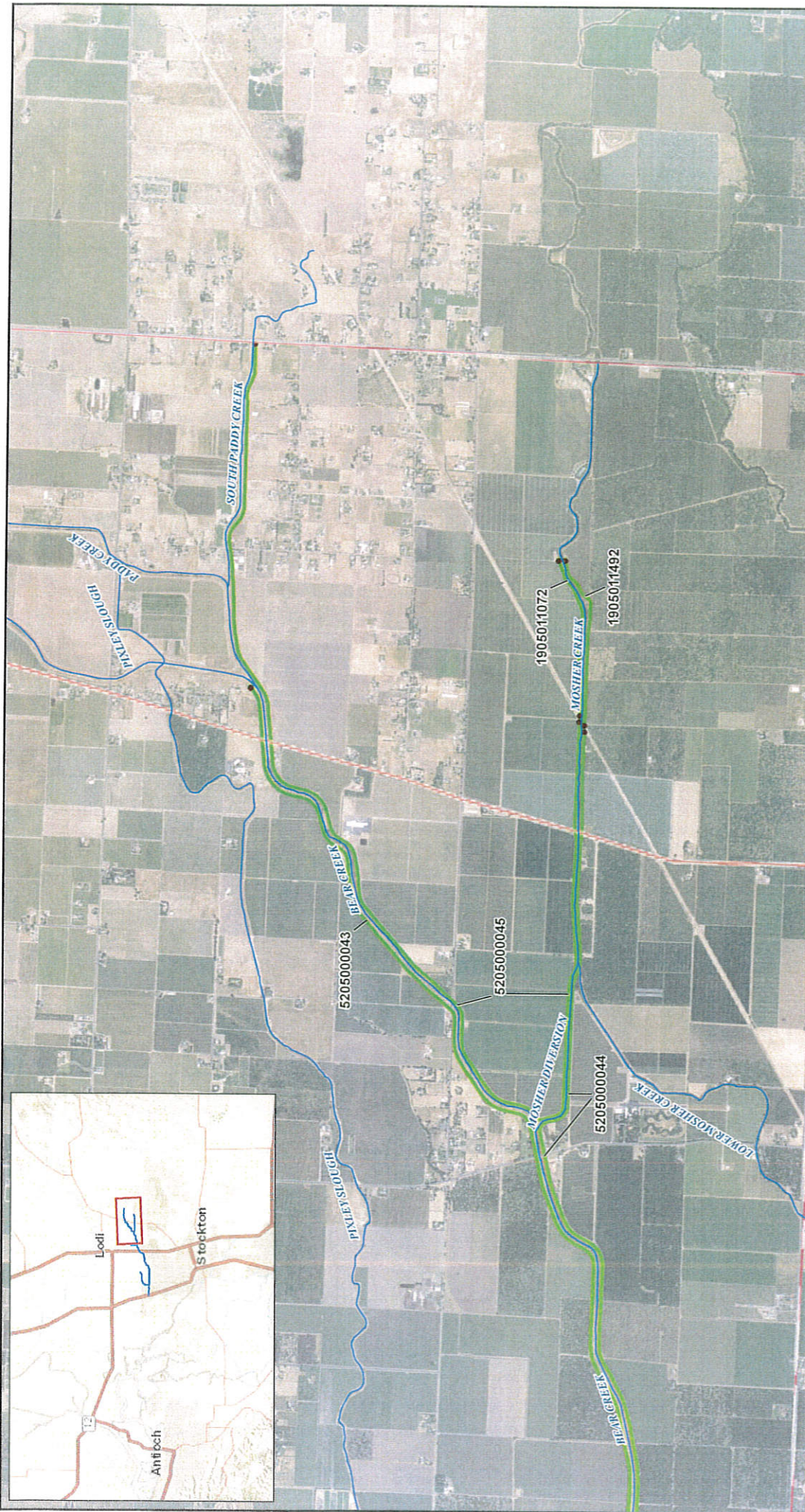
1 inch equals 2,000 feet
0 750 1,500 3,000
feet



San Joaquin County, California
Status Map for Bear Creek Levee Systems
FEMA system ID = 5205000041, 5205000042, 5205000043, 5205000044, 5205000045, 1905011072, and 1905011492

Stream — Complies with 44 CFR 65.10





San Joaquin County, California **Status Map for Bear Creek Levee Systems** FEMA system ID = 5205000041, 5205000042, 5205000043, 5205000044, 5205000045, 1905011072, and 1905011492

1 inch equals 2,000 feet
 0 750 1,500 3,000 feet

Stream Complies with 44 CFR 65.10





Federal Emergency Management Agency

Washington, D.C. 20472

January 23, 2018

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Chuck Winn
Chairman, Board of Supervisors
San Joaquin County
44 North San Joaquin Street, Suite 627
Stockton, CA 95202

IN REPLY REFER TO:

Case No.: 17-09-2623R
Community Name: San Joaquin County, CA
Community No.: 060299

Dear Mr. Winn:

We are providing our comments with the enclosed Conditional Letter of Map Revision (CLOMR) on a proposed project within your community that, if constructed as proposed, could revise the effective Flood Insurance Rate Map for your community.

If you have any questions regarding the floodplain management regulations for your community, the National Flood Insurance Program (NFIP) in general, or technical questions regarding this CLOMR, please contact the Director, Mitigation Division of the Federal Emergency Management Agency (FEMA) Regional Office in Oakland, California, at (510) 627-7175, or the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP). Additional information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Sincerely,

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

List of Enclosures:

Conditional Letter of Map Revision Comment Document

cc: The Honorable Michael D. Tubbs
Mayor, City of Stockton

Mr. Kris Balaji, P.E., PMP
Director of Public Works
San Joaquin County

Mr. David W. Kwong
Community Floodplain Official
City of Stockton

Mr. Roger Churchwell, P.E., CFM
Acting Executive Director
San Joaquin Area Flood Control Agency

Mr. Scott Shapiro
Interim Executive Director
San Joaquin Area Flood Control Agency

Mr. Dave Peterson, P.E.
Principal
Peterson Brustad, Inc.



Federal Emergency Management Agency

Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION COMMENT DOCUMENT

COMMUNITY INFORMATION		PROPOSED PROJECT DESCRIPTION	BASIS OF CONDITIONAL REQUEST
COMMUNITY	San Joaquin County California (Unincorporated Areas)	LEVEE SYSTEM OTHER	HYDROLOGIC ANALYSIS HYDRAULIC ANALYSIS UPDATED TOPOGRAPHIC DATA LEVEE CERTIFICATION
	COMMUNITY NO.: 060299		
IDENTIFIER	Smith Canal Closure Structure	APPROXIMATE LATITUDE & LONGITUDE: 37.958, -121.348 SOURCE: USGS QUADRANGLE DATUM: NAD 83	
AFFECTED MAP PANELS			
TYPE: FIRM*	NO.: 06077C 0455F DATE: October 16, 2009	* FIRM - Flood Insurance Rate Map	
TYPE: FIRM*	NO.: 06077C 0460F DATE: October 16, 2009		

FLOODING SOURCE(S) AND REACH DESCRIPTION

Smith Canal – At the confluence with the San Joaquin River Delta to approximately 13,000 feet upstream of the confluence.

Smith Canal (Interior Drainage Area) - Area located north of Smith Canal, east of the San Joaquin River Delta, and south of the Calaveras River.

PROPOSED PROJECT DESCRIPTION

Flooding Source	Proposed Project	Location of Proposed Project
Smith Canal	New Levee	A proposed gate structure across the mouth of the Smith Canal (running along Dad's Point).
Smith Canal (Interior Drainage Area)	Other	Wisconsin Avenue pump station upgrade.

SUMMARY OF IMPACTS TO FLOOD HAZARD DATA

Flooding Source	Effective Flooding	Proposed Flooding	Increases	Decreases
Smith Canal	Zone AE	Zone AE	None	Yes
Smith Canal	BFEs	BFEs	None	Yes
Smith Canal (Interior Drainage Area)	Zone A	Zone X (shaded)	None	Yes

* BFEs - Base (1-percent-annual-chance) Flood Elevations

COMMENT

This document provides the Federal Emergency Management Agency's (FEMA's) comment regarding a request for a CLOMR for the project described above. This document is not a final determination; it only provides our comment on the proposed project in relation to the flood hazard information shown on the effective National Flood Insurance Program (NFIP) map. We reviewed the submitted data and the data used to prepare the effective flood hazard information for your community and determined that the proposed project meets the minimum floodplain management criteria of the NFIP. Your community is responsible for approving all floodplain development and for ensuring that all permits required by Federal or State/Commonwealth law have been received. State/Commonwealth, county, and community officials, based on their knowledge of local conditions and in the interest of safety, may set higher standards for construction in the Special Flood Hazard Area (SFHA), the area subject to inundation by the base flood. If the State/Commonwealth, county, or community has adopted more restrictive or comprehensive floodplain management criteria, these criteria take precedence over the minimum NFIP criteria.

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional information about the NFIP is available on the FEMA website at <http://www.fema.gov/nfip>.

Patrick "Rick" F. Sacibit, P.E., Branch Chief
 Engineering Services Branch
 Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION COMMENT DOCUMENT (CONTINUED)

OTHER COMMUNITIES AFFECTED BY THIS CONDITIONAL REQUEST

CID Number: 060302

Name: City of Stockton, San Joaquin County, California

AFFECTED MAP PANELS

TYPE: FIRM* NO.: 06077C 0455F DATE: October 16, 2009

TYPE: FIRM* NO.: 06077C 0460F DATE: October 16, 2009

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on the FEMA website at <http://www.fema.gov/nfip>.

A handwritten signature in black ink, appearing to read "Rick F. Sacbibit".

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency
Washington, D.C. 20472

**CONDITIONAL LETTER OF MAP REVISION
COMMENT DOCUMENT (CONTINUED)**

COMMUNITY INFORMATION

To determine the changes in flood hazards that will be caused by the proposed project, we compared the hydraulic modeling reflecting the proposed project (referred to as the proposed conditions model) to the hydraulic modeling used to prepare the Flood Insurance Study (FIS) (referred to as the effective model). If the effective model does not provide enough detail to evaluate the effects of the proposed project, an existing conditions model must be developed to provide this detail. This existing conditions model is then compared to the effective model and the proposed conditions model to differentiate the increases or decreases in flood hazards caused by more detailed modeling from the increases or decreases in flood hazards that will be caused by the proposed project.

The table below shows the changes in the BFEs:

BFE Comparison Table

Flooding Source: Smith Canal		BFE Change (feet)	Location of maximum change
Existing vs. Effective	Maximum increase	N/A	
	Maximum decrease	0.3	At the confluence with the San Joaquin River Delta to approximately 13,000 feet upstream of the confluence.
Proposed vs. Existing	Maximum increase	N/A	
	Maximum decrease	1.4	At the confluence with the San Joaquin River Delta to approximately 13,000 feet upstream of the confluence.
Proposed vs. Effective	Maximum increase	N/A	
	Maximum decrease	1.7	At the confluence with the San Joaquin River Delta to approximately 13,000 feet upstream of the confluence.

NFIP regulations Subparagraph 60.3(b)(7) requires communities to ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained. This provision is incorporated into your community's existing floodplain management ordinances; therefore, responsibility for maintenance of the altered or relocated watercourse, including any related appurtenances such as bridges, culverts, and other drainage structures, rests with your community. We may request that your community submit a description and schedule of maintenance activities necessary to ensure this requirement.

Please note the leveed areas for the Calaveras River and the Stockton Diverting Canal levee systems include the area impacted by this proposed project. Those levee systems are shown as accredited on the effective FIRM, used as the basis for our BFE comparisons and comments.

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional information about the NFIP is available on the FEMA website at <http://www.fema.gov/nfip>.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency
Washington, D.C. 20472

**CONDITIONAL LETTER OF MAP REVISION
COMMENT DOCUMENT (CONTINUED)**

COMMUNITY INFORMATION (CONTINUED)

DATA REQUIRED FOR FOLLOW-UP LOMR

Upon completion of the project, your community must submit the data listed below and request that we make a final determination on revising the effective FIRM and FIS report. If the project is built as proposed and the data below are received, a revision to the FIRM and FIS report would be warranted.

- Form 1, entitled "Overview & Concurrence Form". Detailed application and certification forms must be used for requesting final revisions to the maps. Therefore, when the map revision request for the area covered by this letter is submitted, Form 1 must be included. If as-built conditions differ from the proposed plans, please submit new forms, which may be accessed at http://www.fema.gov/plan/prevent/fhm/dl_mt-2.shtm, or annotated copies of the previously submitted forms showing the revised information.
- Form 2, entitled "Riverine Hydrology & Hydraulics Form"
- Form 3, entitled "Riverine Structures Form"
- Hydraulic analyses, for as-built conditions, of the base flood; the 10-percent, 2-percent, and 0.2 percent annual chance floods; together with a topographic work map showing the revised floodplain boundaries. Please ensure that the revised information ties in with the current effective information at the downstream and upstream ends of the revised reach.
- An annotated copy of the FIRM, at the scale of the effective FIRM, that shows the revised floodplain boundary delineations shown on the submitted work map and how they tie into the floodplain boundary delineations shown on the current effective FIRM at the downstream and upstream ends of the revised reach.
- As-built plans, certified by a registered professional engineer, of all proposed project elements.
- Please provide a statement, certified by a registered professional engineer that verifies that the Smith Canal Closure Structure has been certified as providing protection from the base flood and are in compliance with all aspects of 44 CFR Section 65.10.

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional information about the NFIP is available on the FEMA website at <http://www.fema.gov/nfip>.

Patrick "Rick" F. Sacibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency
Washington, D.C. 20472

**CONDITIONAL LETTER OF MAP REVISION
COMMENT DOCUMENT (CONTINUED)**

COMMUNITY INFORMATION (CONTINUED)

- An officially adopted operations and maintenance plan for the Smith Canal levee embankments. This plan, which may be in the form of a written statement from the community Chief Executive Officer, an ordinance, or other legislation, must describe the nature of the maintenance activities, the frequency with which they will be performed, and the title of the local community official who will be responsible for ensuring that the maintenance activities are accomplished.
- An officially adopted operations and maintenance plan for the Smith Canal Closure Structure. This plan, which may be in the form of a written statement from the community Chief Executive Officer, an ordinance, or other legislation, must describe the nature of the maintenance activities, the frequency with which they will be performed, and the title of the local community official who will be responsible for ensuring that the maintenance activities are accomplished.
- An officially adopted operations and maintenance plan for the improved Wisconsin Avenue Pump Station. This plan, which may be in the form of a written statement from the community Chief Executive Officer, an ordinance, or other legislation, must describe the nature of the maintenance activities, the frequency with which they will be performed, and the title of the local community official who will be responsible for ensuring that the maintenance activities are accomplished.
- FEMA's fee schedule for reviewing and processing requests for conditional and final modifications to published flood information and maps may be accessed at http://www.fema.gov/plan/prevent/flm/firm_fees.shtm. The fee at the time of the map revision submittal must be received before we can begin processing the request. Payment of this fee can be made through a check or money order, made payable in U.S. funds to the National Flood Insurance Program, or by credit card (Visa or MasterCard only). Please forward the payment, along with the revision application, to the following address:

LOMC Clearinghouse
3601 Eisenhower Avenue, Suite 500
Alexandria, VA 22304-6426

After receiving appropriate documentation to show that the project has been completed, FEMA will initiate a revision to the FIRM and FIS report. Because the flood hazard information (i.e., base flood elevations, base flood depths, SFHAs, zone designations, and/or regulatory floodways) will change as a result of the project, a 90-day appeal period will be initiated for the revision, during which community officials and interested persons may appeal the revised flood hazard information based on scientific or technical data.

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional information about the NFIP is available on the FEMA website at <http://www.fema.gov/nfip>.

Patrick "Rick" F. Sacibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION COMMENT DOCUMENT (CONTINUED)

COMMUNITY INFORMATION (CONTINUED)

COMMUNITY REMINDERS

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Mr. Jeffrey D. Lusk
Director, Mitigation Division
Federal Emergency Management Agency, Region IX
1111 Broadway, Suite 1200
Oakland, CA 94607-4052
(510) 627-7175

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional information about the NFIP is available on the FEMA website at <http://www.fema.gov/nfip>.

A handwritten signature in black ink, appearing to read "Rick Sacbibit".

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

Change of Address for Paper Letter of Map Change Submissions

Starting March 20, 2017, any paper Letter of Map Change (LOMC) requests or additional data submittals for requests in progress sent via U.S. or express mail should be sent to:

**LOMC Clearinghouse
3601 Eisenhower Avenue, Suite 500
Alexandria, VA 22304-6426**

Want to submit a LOMC online?

Alternative to applying by mail, new LOMC requests can be submitted using the internet-based Online LOMC tool, which allows applicants to:

- Initiate a new request electronically;
- Easily upload all supporting documents;
- Check the status in real-time, anytime;
- Receive messages and respond to clarification requests online; and
- Download final letters of determination immediately after they are issued.

For details and to gain access the Online LOMC tool, visit the FEMA website at www.fema.gov/online-lomc

If you have any questions about LOMCs, visit the FEMA website for more information at www.fema.gov/letter-map-changes, or contact the FEMA Map Information eXchange (FMIX) at 1-877 FEMA MAP (1-877-336-2627).

Cambio de Dirección Para Solicitudes de Cartas de Cambio a Mapas

A partir del 20 de Marzo del 2017, todas las solicitudes de Carta de Cambio al Mapa (LOMC*) o datos adicionales sometidos para apoyar solicitudes en progreso, deberán ser enviadas a la siguiente dirección:

**LOMC Clearinghouse
3601 Eisenhower Avenue, Suite 500
Alexandria, VA 22304-6426**

¿Quiere someter la solicitud en línea?

Como alternativa, nuevas solicitudes pueden ser iniciadas en línea. Por medio de la herramienta Online LOMC puede:

- Iniciar una solicitud en línea
- Subir documentos electrónicos
- Revisar el progreso de la solicitud
- Recibir mensajes y responder a comentarios
- Obtener la carta de determinación final

Para detalles en como recibir acceso al Online LOMC, por favor visite la página web de FEMA www.fema.gov/online-lomc

Si tiene preguntas sobre la solicitud LOMC, visite www.fema.gov/letter-map-changes o contáctenos por teléfono al 1-877-FEMA MAP (1-877-336-2627). Para ayuda en español provea su nombre y número de teléfono y un hispanohablante le devolverá la llamada.

* Por sus siglas en inglés.

End of Agenda Packet