



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

BOARD OF DIRECTORS

City of Stockton

Jesús Andrade, Chair
Dan Wright
Alt. Sol Jobrack

Public Member

Mike Morowit

San Joaquin County

Katherine M. Miller
Chuck Winn
Alt. Miguel Villapudua

City of Manteca

Jose Nuño
Gary Singh, Vice-Chair

Executive Director

Chris Elias

City of Lathrop

Paul Akinjo
Diane Lazard

BOARD MEETING

THURSDAY, JANUARY 16, 2020

9:00 A.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**
 - 3.1) Elect a Chair and Vice-Chair for the SJAFCA Board of Directors
 - 3.2) Recognition of Outgoing Chair
- 4. CONSENT ITEMS**
 - 4.1) Approve minutes of the Board meeting of November 7, 2019
 - 4.2) Adopt Resolution to accept Independent Auditor's Report and Financial Statements for the fiscal year ending June 30, 2018
 - 4.3) Approve Amendment No. 2 to Task Order No. 6 to the Consultant Contract with Peterson Brustad, Inc., for additional services for the Smith Canal Gate Project

- 4.4) Approve an Agreement with Kim Floyd Communications to provide Public Outreach Services for the Mossdale Tract Program and other Agency-Wide Flood Risk Management Programs as described in the 2019 Strategic Plan
- 4.5) Approval of Task Order Amendment for Implementation of the Mossdale Tract Area Urban Level of Flood Protection (ULOP) Financing Plan

5. NEW BUSINESS

- 5.1) Selection of Public Board Member – Review of Process
- 5.2) Briefing on Government Code Section 1090 (Information Only)
- 5.3) Consider Endorsing a Recommendation for San Joaquin County to Explore and Investigate a Potential Water-Related Sales Tax Measure

6. ORAL REPORT FROM EXECUTIVE DIRECTOR

- 6.1) This is an opportunity to provide timely information to the Board in support of its work

7. PUBLIC COMMENTS

8. BOARD QUESTIONS, COMMENTS, ACTIONS

9. CLOSED SESSION

- 9.1) 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
- 9.2) San Joaquin Area Flood Control Agency v. Stockton Golf and Country Club Case No. STK-CV-UED-2019-11392

10. ADJOURNMENT

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

Agenda Item 3.1

January 16, 2020

TO: San Joaquin Area Flood Control Agency

FROM: Chris Elias, Executive Director

SUBJECT: **ELECTING A CHAIR AND VICE-CHAIR FOR THE SJAFCA BOARD OF DIRECTORS**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency (SJAFCA) approve and adopt a resolution electing a Chair and Vice-Chair for the SJAFCA Board of Directors.

DISCUSSION

Background

On November 16, 2017, per SJAFCA Resolution No. 17-20, the Board approved SJAFCA's amended and restated Joint Exercise of Powers Agreement (JEPA) to include the following member agencies: City of Stockton, County of San Joaquin, San Joaquin County Flood Control and Water Conservation District, City of Lathrop and City of Manteca.

The amended and restated JEPA states that leadership of the Board should rotate on an annual basis, with the Chair position being held by the County, then Stockton, then Lathrop, then Manteca, with the rotation then repeated.

At the first Board meeting of 2018, held on February 26, then Chair Miller, County of San Joaquin and then Vice-Chair Andrade, City of Stockton were each re-elected for an additional one-year term to ensure continuity of leadership during the expansion of the SJAFCA to include additional member agencies.

At the first Board meeting of 2019, held on February 7, the election of officers resulted in Chair Andrade, City of Stockton, and Vice-Chair Singh, City of Manteca, both elected to one-year terms.

Present Situation

It is recommended that the 2020 Chair be elected from the City of Manteca to serve one term in accordance with the Agency's JEPA. Since the JEPA does not provide direction

January 16, 2020

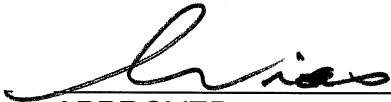
ELECTING A CHAIR AND VICE-CHAIR FOR THE SJAFCA BOARD OF DIRECTORS

(Page 2)

as to the rotation of the Vice-Chair position, members of the Board are requested to nominate and vote for one of its current members to fill that position.

The positions of the 2020 Chair and Vice-Chair will become effective immediately after the Board takes action.

PREPARED BY: Dawn Clement

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

APPROVED:
CHRIS ELIAS
EXECUTIVE DIRECTOR

CE:dc

RESOLUTION NO. SJAFCA 20-01

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**

=====

**RESOLUTION ELECTING A CHAIR AND VICE-CHAIR FOR THE
SAN JOAQUIN AREA FLOOD CONTROL AGENCY BOARD OF DIRECTORS**

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

1. The Chair and the Vice-Chair are elected at the first scheduled Board meeting of the year. The Chair is elected based upon the rotation schedule (San Joaquin County, Stockton, Lathrop, Manteca, then repeat) in accordance with the Agency's Amended and Restated Joint Exercise of Powers Agreement. The Vice-Chair is elected from among its members. There is no specified rotation schedule.
2. The Chair and the Vice-Chair will hold office for one year.
3. The following persons are hereby elected:

_____ CHAIR
_____ VICE-CHAIR

PASSED, APPROVED AND ADOPTED this 16th day of January, 2020.

JESÚS ANDRADE, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

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

APPROVED AS TO FORM:

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

Agenda Item 4.1

MINUTES
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
SPECIAL BOARD MEETING OF NOVEMBER 7, 2019

CITY COUNCIL CHAMBERS, STOCKTON, CALIFORNIA

1. CALL TO ORDER / ROLL CALL 9:02 AM

Roll Call

Present:

Mike Morowit

Tom Patti

Diane Lazard

Gary Singh

Jesús Andrade

Katherine Miller

Paul Akinjo

Jose Nuño

Absent:

Director Wright

Director Nuño was not present during Roll Call. He arrived at 9:07 AM.

2. PLEDGE TO FLAG 9:04 AM

PUBLIC COMMENT

- Dominick Gulli 9:04 AM

3. CONSENT ITEMS 9:06 AM

- 3.1) Approve minutes of the Board meeting of September 19, 2019
- 3.2) Approve corrected Resolution updating the policies of the Board of Directors of the San Joaquin Area Flood Control Agency for Public Comment at meetings
- 3.3) Authorize Executive Director to execute Amendment No. 1 to Task Order No. 6 of the Consultant Contract with Peterson Brustad, Inc., for additional services for the Smith Canal Gate Project
- 3.4) Authorization of Amendment No. 2 to the Consultant Agreement with Kjeldsen, Sinnock, Neudeck, Inc. for additional services needed for the Smith Canal Gate Project
- 3.5) Smith Canal Gate Project – Pile Test Contract Award (Information Only)

AGENDA ITEM 4.1

PUBLIC COMMENT

- Dominick Gulli **9:06 AM**

Motion: Approve Consent Items
Moved by: Director Morowit, seconded by Director Miller
Vote: Motion carried 8-0
Yes: Director Morowit, Director Patti, Director Lazard, Director Singh, Director Andrade, Director Miller, Director Akinjo, and Director Nuño
Absent: Director Wright

4. NEW BUSINESS 9:09 AM

- 4.1) Approval to enter into consultant services master agreements for planning, evaluation, concept development and design of flood protection improvements **9:12 AM**

PUBLIC COMMENT

- Dominick Gulli **9:31 AM**

Motion: Approve Item 4.1) Approval to enter into consultant services master agreements for planning, evaluation, concept development and design of flood protection improvements
Moved by: Director Akinjo, seconded by Director Nuño
Vote: Motion carried 8-0
Yes: Director Morowit, Director Patti, Director Lazard, Director Singh, Director Andrade, Director Miller, Director Akinjo, and Director Nuño
Absent: Director Wright

- 4.2) Delegate authority for approval of contract for Public Outreach Services in support of the Mosssdale Tract Area Overlay Assessment District, Enhanced Infrastructure Financing District and Agency wide outreach efforts **9:33 AM**

PUBLIC COMMENT

- Dominick Gulli **9:51 AM**

Motion: Approve Item 4.2) Delegate authority for approval of contract for Public Outreach Services in support of the Mosssdale Tract Area Overlay Assessment District, Enhanced Infrastructure Financing District and Agency wide outreach efforts
Moved by: Director Akinjo, seconded by Director Miller
Vote: Motion carried 8-0
Yes: Director Morowit, Director Patti, Director Lazard, Director Singh, Director Andrade, Director Miller, Director Akinjo, and Director Nuño
Absent: Director Wright

4.3) SJAFCA Regular Board Meeting Schedule for 2020 **9:56 AM**

PUBLIC COMMENT

- Dominick Gulli **10:04 AM**

Motion: Approve SJAFCA Regular Board Meeting Schedule for 2020, Option #2 with the following change. The SJAFCA Board will meet ten (10) times in 2020. There will be no meeting in August and November 2020. Staff will coordinate with the various offices of the members of the Board to settle on a date for December 2020. Most likely, it will be December 10 or December 17.

Moved by: Director Miller, seconded by Director Singh

Vote: Motion carried 8-0

Yes: Director Morowit, Director Patti, Director Lazard, Director Singh, Director Andrade, Director Miller, Director Akinjo, and Director Nuño

Absent: Director Wright

5. **ORAL REPORT FROM EXECUTIVE DIRECTOR 10:05 AM**

5.1) This is an opportunity to provide timely information to the Board in support of its work

The information presented, including an update on the Smith Canal Pile Test results, was received and discussed by the Board.

PUBLIC COMMENT

- Dominick Gulli **10:35 AM**

6. **PUBLIC COMMENTS 10:37 AM**

- Dominick Gulli

7. **BOARD QUESTIONS, COMMENTS, ACTIONS 10:39 AM**

There were no comments or questions.

8. **CLOSED SESSION 10:39 AM**

8.1) 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

Agenda Item 4.2

January 16, 2020

TO: San Joaquin Area Flood Control Agency

FROM: Chris Elias, Executive Director

SUBJECT: **INDEPENDENT AUDITOR'S REPORT AND FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDING JUNE 30, 2018**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency adopt a resolution to accept the Independent Auditor's Report and Financial Statements for the year ending June 30, 2018.

DISCUSSION

Background

Each year an audit of the Agency's financial records is performed by a certified public accounting firm. The Agency's Bylaws designate the Auditor from the County of San Joaquin as the auditor of the Agency and indicate that the Auditor shall make arrangements with a certified public accountant or firm of certified public accountants for an annual audit of accounts and records of the Agency.

In 2011, at the recommendation and selection of the Auditor of the County of San Joaquin, the Agency executed a contract with the public accounting firm of Brown Armstrong Certified Public Accountants (CPAs) for auditing services. The Agency has maintained a contract with the selected firm ever since.

Results of the Agency's audits are shared with the Board of Directors, and a copy of the audit report is made available on the Agency's web site for public view at <https://www.sjafca.com/finances.php>.

Present Situation

The independent audit firm of Brown Armstrong CPAs completed its review of the Agency's financial statements for the fiscal year ended June 30, 2018 and has issued an unmodified or "clean" audit opinion. There were no material weaknesses and no significant deficiencies to report.

The audit was conducted in accordance with accounting principles generally accepted in the United States of America (GAAP) and the standards for financial audits contained in Government Auditing Standards issued by the Comptroller of the United States. Those standards require that the auditor plan and perform the audit to obtain reasonable

January 16, 2020

**INDEPENDENT AUDITOR'S REPORT AND FINANCIAL STATEMENTS FOR THE
FISCAL YEAR ENDING JUNE 30, 2018**

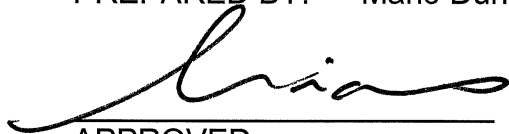
(Page 2)

assurance about whether the financial statements are free of material misstatement.

The opinion contained in the Independent Auditor's Report validates the fair presentation of the Agency's financial statements as of June 30, 2018 and opines that the financial statements are presented fairly in all material respects and are in conformity with GAAP.

Staff recommends the Board adopt a resolution accepting the Independent Auditor's Report and the Annual Financial Statements for the fiscal year ending June 30, 2018.

PREPARED BY: Marlo Duncan

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

APPROVED:
CHRIS ELIAS
EXECUTIVE DIRECTOR

CE:MD

Attachment

RESOLUTION NO. SJAFCA 20-02

SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

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**RESOLUTION TO ACCEPT THE INDEPENDENT AUDITOR'S REPORT AND
FINANCIAL STATEMENTS OF THE SAN JOAQUIN AREA FLOOD CONTROL
AGENCY FOR THE FISCAL YEAR ENDED JUNE 30, 2018**

WHEREAS, Brown Armstrong Certified Public Accountants completed a review of the Agency's financial statements for the year ended June 30, 2018; and

WHEREAS, Brown Armstrong Certified Public Accountants opined that the basic financial statements present fairly in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the San Joaquin Area Flood Control Agency, as of June 30, 2018, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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

1. That the Board accepts the attached Independent Auditor's Report and Financial Statements of the San Joaquin Area Flood Control Agency for the fiscal year ended June 30, 2018.

PASSED, APPROVED AND ADOPTED this 16th day of January, 2020.

, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

CHRIS ELIAS
Executive Director/Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:

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

Agenda Item 4.3

January 16, 2020

TO: San Joaquin Area Flood Control Agency

FROM: Chris Elias, Executive Director

SUBJECT: **AMENDMENT NO. 2 TO TASK ORDER NO. 6 TO THE CONSULTANT CONTRACT WITH PETERSON BRUSTAD, INC., FOR ADDITIONAL SERVICES 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:

1. Execute Amendment No. 2 to the Contractual Services Agreement with Peterson Brustad, Inc. (PBI) for additional support services requested on Task Order 6. Specifically, the recommended additional support services of PBI's subconsultants include:
 - a. Conducting computer model run and analyses to validate and confirm findings from the field pile test that suggested a reduced cellular sheet pile wall tip elevation (reduced depth);
 - b. Preparation and submission of mitigation credit purchase documentation, on behalf of SJAFCA, in compliance with requirements of state and federal regulatory agencies;
 - c. Preparation of comparative CEQA analyses related to the impacts of project changes in compliance with regulatory permit conditions; and
 - d. Negotiation of changes to existing permits in order to streamline project implementation by modifying Biological Assessment for state and federal fish and wildlife agencies.
2. Appropriate \$240,000 from the Smith Canal Gate Project construction budget to fund Amendment No. 2 to Task No. 6 (thus increasing the total cost for this task from \$2,020,000 to a not-to-exceed project cost of \$2,260,000).

DISCUSSION

Background

On July 10, 2013, the Board approved the formation of the Smith Canal Gate Assessment District to fund the local costs of design, construction and long-term operations and maintenance of the project. Subsequently, the State Department of Water Resources entered into a cost-sharing agreement with the San Joaquin Area Flood Control Agency (SJAFCA) to

AGENDA ITEM 4.3

**AMENDMENT NO. 2 TO TASK ORDER NO. 6 TO THE CONSULTANT CONTRACT
WITH PETERSON BRUSTAD, INC., FOR ADDITIONAL SERVICES FOR THE SMITH
CANAL GATE PROJECT** (Page 2)

implement the flood risk reduction project consistent with the Central Valley Flood Protection Plan and Urban Risk Reduction Program.

Since November 2013, the Board has authorized several tasks performed by PBI and its subconsultants in support of the Smith Canal Gate Project. All work performed or currently underway as part of this contract is listed in Table I below:

Table I – Task Orders and the amounts authorized by the Board of Directors.

Task Order (TO)	Amount	Description
1	\$1,400,000	Environmental documentation/Environmental Impact Report and public outreach
2	\$105,000	Water Quality improvements
3	\$347,000	Additional services to complete environmental work
4	\$172,700	Geotechnical investigation services
5	\$4,100,000	Final Design and Permitting
6	\$1,908,000	Engineering during bidding and construction
	\$112,000	Amendment #1 to Task Order 6 - Preconstruction water quality monitoring to comply with the CDFW requirements
TOTAL	\$8,144,700	

As a final step before advertising the project, staff assembled a technical team to conduct a constructability review of the project as designed, from start to finish. The constructability (or buildability) review was the final pre-construction step to identify obstacles before a project is actually built to reduce or prevent errors, delays, and cost overruns. One of the outcomes of the review process was a decision to conduct a field Pile Test drive in order to:

- Better Define the drivability of the proposed sheet pile sections
- Further refine the final design and specifications
- Support an updated construction schedule estimate
- Gather environmental data to be used for permit compliance of the overall project on turbidity, hydro acoustic, and ambient noise

On October 22, 2019, SJAFCA executed an agreement with California Engineering Contractors to conduct the test pile program. Test pile program results indicate the need for modification of engineering techniques in driving of the sheet piles and the depths in some areas under water (below the mud line). The pile test drive also showed the measured turbidity and hydro acoustic data were below the threshold of concern.

Present Situation

One of the findings from the field pile test drive was confirmation of the need for reduced cellular sheet pile wall tip elevation in certain areas below the mudline. To validate that field

**AMENDMENT NO. 2 TO TASK ORDER NO. 6 TO THE CONSULTANT CONTRACT
WITH PETERSON BRUSTAD, INC., FOR ADDITIONAL SERVICES FOR THE SMITH
CANAL GATE PROJECT** (Page 3)

data requires additional computer model run analysis of the deep foundations. In addition, supplementary services to complete mitigation requests from regulatory agencies were also needed. To address these needs, SJAFCA requested a proposal from PBI.

PBI proposal for the additional Task 6 sub-tasks is \$240,000 for the services listed in Table 2 below:

Table 2 - Additional Support Services

Task 6 Amendment No. 2	Amount	Sub-Task Services
A.	\$178,246	Conducting computer model run and analyses to validate and confirm findings from the field pile test that suggested a reduced cellular sheet pile wall tip elevation (reduced depth);
B.	\$22,754	Preparation and submission of mitigation credit purchase documentation, on behalf of SJAFCA, in compliance with requirements of state and federal regulatory agencies;
C.	\$14,080	Preparation of comparative CEQA analyses related to the impacts of project changes in compliance with regulatory permit conditions; and
D.	\$24,920	Negotiation of changes to existing permits in order to streamline project implementation by modifying Biological Assessment for state and federal fish and wildlife agencies.
Total	\$240,000	

Staff has reviewed the proposal and finds the cost estimate reasonable and consistent with the current rates for this type of work. Therefore, it is recommended that the Board authorize the Director to:

1. Execute Amendment No. 2 to the Contractual Services Agreement with Peterson Brustad, Inc. for additional support services requested on Task Order 6 as listed in Table 2 above. Specifically, the recommended additional support services of PBI's subconsultants include:
 - a. Conducting computer model run and analyses to validate and confirm findings from the field pile test that suggested a reduced cellular sheet pile wall tip elevation (reduced depth);
 - b. Preparation and submission of mitigation credit purchase documentation, on behalf of SJAFCA, in compliance with requirements of state and federal regulatory agencies;
 - c. Preparation of comparative CEQA analyses related to the impacts of project changes in compliance with regulatory permit conditions; and

**AMENDMENT NO. 2 TO TASK ORDER NO. 6 TO THE CONSULTANT CONTRACT
WITH PETERSON BRUSTAD, INC., FOR ADDITIONAL SERVICES FOR THE SMITH
CANAL GATE PROJECT** (Page 4)

- d. Negotiation of changes to existing permits in order to streamline project implementation by modifying Biological Assessment for state and federal fish and wildlife agencies.
2. Appropriate \$240,000 from the Smith Canal Gate Project construction budget to fund Amendment No. 2 to Task No. 6 (thus increasing the total cost for this task from \$2,020,000 to a not-to-exceed project cost of \$2,260,000).

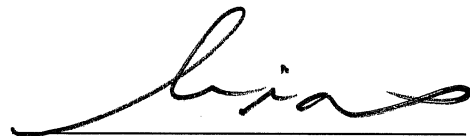
FISCAL IMPACT

There are adequate funds in the construction budget to cover the planned expenditure for the tasks identified as part of Amendment No. 6 of the Agreement with PBI. SJAFCA will receive 63% of its expenditure as reimbursement by California Department of Water Resources per the Smith Canal Gate Project Funding Agreement. Appropriation of \$240,000 to fund amendment No. 2 to Task Order No. 6 from the Smith Canal Gate Project construction budget would increase the total cost for this task from \$2,020,000 to a not-to-exceed cost of \$2,260,000. This increase in expenditure to fund the amendment is necessary to confirm the reduction of the cellular sheet pile wall tip elevation and to address the additional services to complete the mitigation requirements from regulatory agencies. Also, if approved by the Board, the total cost to date for engineering design, rights-of-way services, environmental planning and permitting, engineering and related technical support during bidding will increase from \$8,144,700 to a not-to-exceed project cost of \$8,384,700.

Strategic Plan Consideration

This Amendment No. 2 to Task No. 6 of the consultant contract with PBI for additional services for the Smith Canal Gate Project is consistent with Goal #1 of the Board-adopted Strategic Plan, "Plan for and Implement System Resiliency". Under this goal, the Agency is building system resiliency to avoid or mitigate threats to public safety and the local economy in the Stockton Metropolitan area.

PREPARED BY: Juan J. Neira



APPROVED:
CHRIS ELIAS
EXECUTIVE DIRECTOR
CE:JJN:dc

RESOLUTION NO. SJAFCA 20-03

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**

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**AUTHORIZATION TO EXECUTE AMENDMENT NO. 2 TO THE
CONTRACTUAL SERVICES AGREEMENT WITH PBI, INC., FOR THE
SMITH CANAL GATE PROJECT**

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

Authorize the Executive Director to:

1. Execute Amendment No. 2 to the Contractual Services Agreement with Peterson Brustad, Inc. (PBI) for additional support services requested on Task Order 6. Specifically, the additional support services of PBI's subconsultants include:
 - a. Conducting computer model run and analyses to validate and confirm findings from the field pile test that suggested a reduced cellular sheet pile wall tip elevation (reduced depth);
 - b. Preparation and submission of mitigation credit purchase documentation, on behalf of SJAFCA, in compliance with requirements of state and federal regulatory agencies;
 - c. Preparation of comparative CEQA analyses related to the impacts of project changes in compliance with regulatory permit conditions; and
 - d. Negotiation of changes to existing permits in order to streamline project implementation by modifying Biological Assessment for state and federal fish and wildlife agencies.
2. Appropriate \$240,000 from the Smith Canal Gate Project construction budget to fund Amendment No. 2 to Task No. 6 (thus increasing the total cost for this task from \$2,020,000 to a not-to-exceed project cost of \$2,260,000).

PASSED, APPROVED AND ADOPTED this 16th day of January 2020.

_____, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

Chris Elias, Secretary
of the San Joaquin Area
Flood Control Agency.

APPROVED AS TO FORM:

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

DRAFT

Agenda Item 4.4

January 16, 2020

TO: San Joaquin Area Flood Control Agency

FROM: Chris Elias, Executive Director

SUBJECT: **AGREEMENT WITH KIM FLOYD COMMUNICATIONS TO PROVIDE PUBLIC OUTREACH SERVICES FOR THE MOSSDALE TRACT PROGRAM AND OTHER AGENCY-WIDE FLOOD RISK MANAGEMENT PROGRAMS AS DESCRIBED IN THE 2019 STRATEGIC PLAN**

RECOMMENDATION

Adopt a resolution amending SJAFCA Resolution 19-40 which will increase the previously authorized \$100,000 contract for public outreach services to \$363,800. Approval of this resolution authorizes the Executive Director to execute a two-year Master Agreement with Kim Floyd Communications to provide outreach support for the Mossdale Tract Area's Overlay Assessment District and Enhanced Infrastructure Financing District formations and other activities that support the Agency's overall flood risk management programs as described in its 2019 Strategic Plan.

DISCUSSION

Background

On September 19, 2019, after the Board approved a contract with Willdan Financial Services to advance Mossdale Tract Area's Urban Level of Flood Protection efforts, it was noted that Willdan's scope of work would not include public outreach activities because there was a need for coordinated public outreach between the formation of Mossdale Tract Area's proposed Overlay Assessment District (OAD) and the Enhanced Infrastructure Financing District (EIFD). Both formation processes have special noticing requirements and outreach efforts would need to convey how the two funding mechanisms work together but are different. Therefore, specialized outreach services would need to be procured.

On October 16, 2019, staff released a Request for Qualifications and Proposal (RFQ/P) for Public Outreach services. To summarize the required scope of services, responses were to include support for the OAD formation and EIFD formation, and to provide public outreach support for the advancement of the Preconstruction Engineering and Design Agreement with the Army Corps of Engineers for the Lower San Joaquin River Project as well as other public outreach activities that align and support the Agency's adopted Strategic Plan.

On November 7, 2019, the Board adopted SJAFCA Resolution 19-40 authorizing the

AGREEMENT WITH KIM FLOYD COMMUNICATIONS TO PROVIDE PUBLIC OUTREACH SERVICES FOR THE MOSSDALE TRACT PROGRAM AND OTHER AGENCY-WIDE FLOOD RISK MANAGEMENT PROGRAMS AS DESCRIBED IN THE 2019 STRATEGIC PLAN (Page 2)

Executive Director to negotiate and execute a Consultant Services Master Agreement for public outreach services in support of the Mosssdale Tract Area's OAD and EIFD formations and other agency-wide outreach efforts. This Resolution approved an initial task order for services for up to \$100,000 and to return to the Board for future contract amendments in excess of that amount.

In response to the RFQ/P for Public Outreach services, on November 13, 2019, staff received 3 submittals from Kim Floyd Communications, Pando Public Relations, and Southwest Strategies. An evaluation team, comprised of staff from Lathrop, the Agency, and the County, reviewed proposal packages for overall responsiveness and general understanding of the requested services including experience, capability, and approach to providing the services as well as references that demonstrated the success of similarly provided services. The Agency's RFQ/P process allowed for the flexibility to hold interviews, if needed, but after tallying the scores for each responding firms' proposal, the evaluation team concluded that interviews were not necessary. As a result of the RFQ/P process, Kim Floyd Communications (KFC) was the top-ranking firm and was recommended for selection and negotiations.

Present Situation

Agency staff met with Ms. Floyd of KFC to negotiate a scope of work and budget. The proposed two-year budget of \$363,800 includes deliverables for the Mosssdale Tract OAD and EIFD processes, Strategic Planning, the Smith Canal Gate Project, and Phases I & II of the Lower San Joaquin River Project. In addition to the development of a Public Outreach Plan that includes overarching key messages, the key deliverables include:

➤ Mosssdale Tract OAD

- Public opinion research and stakeholder interviews
- Researched-based key messages for integration into public outreach materials
- Outreach materials (direct mail newsletter and postcard; fact sheet; and FAQs)
- Ballot package production and postage
- Project webpage to provide online access to information related to the assessment process and an online assessment calculator
- Management of a project hotline and email
- Up to two public workshops (before and after balloting)
- Media advisories timed with project milestones

➤ Mosssdale Tract EIFD

- Development of key messages document
- Outreach materials (FAQs)
- Public Notice for Resolution of Intention (ROI)

AGREEMENT WITH KIM FLOYD COMMUNICATIONS TO PROVIDE PUBLIC OUTREACH SERVICES FOR THE MOSSDALE TRACT PROGRAM AND OTHER AGENCY-WIDE FLOOD RISK MANAGEMENT PROGRAMS AS DESCRIBED IN THE 2019 STRATEGIC PLAN (Page 3)

- Distribution and noticing of the availability of the Infrastructure Financing Plan
- Notice of the public hearing
- Media advisories to announce the ROI and public hearing
- Management of a project hotline

Other Agency-wide activities that will be supported by the Public Outreach efforts include:

➤ Strategic Planning

- Coordination and facilitation of public meetings
- Participation in team meetings to support the development of the Agency's Capital Improvement Program and implementation plan

➤ Smith Canal Gate Project

- Development of project-related documents, reports, and presentation materials
- Outreach materials for FEMA remapping such as mailers, fact sheets, and FAQs
- Presentations (State/Federal)

➤ Lower San Joaquin River Project

- Stakeholder outreach and materials
- Coordination of tours for local, state, and federal representatives
- Media releases, public service announcements, and public opinion pieces
- Management of social media

The above scope of services for public outreach is comprehensive and it arrives on the cusp of the Agency's transition to the Implementation Phase of its Strategic Plan. The immediate need for services related to the Mossdale Tract Program comprises roughly 52% of the proposed budget. Staff has reviewed the scope of services and determines that the fees are reasonable and consistent with the current rates for this type of work. All services will be on a time and material basis.

FISCAL IMPACT

The Board approved a 2-year budget for the Mossdale Program in which the unused portion carried over into the current fiscal year. Only 15% of the \$1.34 Million budget allocated to Program Management has been used to date. The unused portion of this budget, approximately \$1.1 Million, can be used to pay for outreach services related to the Mossdale Program which is estimated to be \$189,000. For outreach services unrelated to the Mossdale Program, \$24,000 will be covered in the previously approved

AGREEMENT WITH KIM FLOYD COMMUNICATIONS TO PROVIDE PUBLIC OUTREACH SERVICES FOR THE MOSSDALE TRACT PROGRAM AND OTHER AGENCY-WIDE FLOOD RISK MANAGEMENT PROGRAMS AS DESCRIBED IN THE 2019 STRATEGIC PLAN (Page 4)

budget for the Smith Canal Program. Outreach services unrelated to restricted Program Funds, such as Strategic Planning and the Lower San Joaquin River Project, requires an appropriation of \$150,800 from the General Fund. In summary, all the allocations from the Mossdale Program, Smith Canal Program and General Fund make up the \$363,800 to pay for the overall Outreach Services for the next two years.

SUMMARY

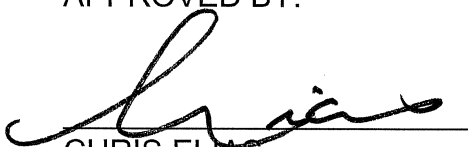
The recommended Board Action will increase the previously authorized \$100,000 contract for outreach services to \$363,800 and authorizes the Executive Director to execute a 2-year Master Agreement with Kim Floyd Communications to provide public outreach support not only for the Mossdale Tract Area's Overlay Assessment District and Enhanced Infrastructure Financing District formations, but also to include outreach activities that comprehensively support the Agency's flood risk management programs as described in its Strategic Plan.

Strategic Plan Consideration

The informational briefings in this report are consistent with Goal #5 of the Board-adopted Strategic Plan, "Promote Public and Institutional Awareness." Under this goal, the Agency plans to use this Public Outreach effort to elevate the public's understanding and awareness of the flood risk reduction projects for the region.

PREPARED BY: Marlo Duncan, Project Manager

APPROVED BY:



CHRIS ELIAS
EXECUTIVE DIRECTOR

Attachments

1. Draft Resolution 20-04 authorizing the Executive Director to execute a Consultant Services Master Agreement with Kim Floyd Communications
2. Draft Agreement Template

RESOLUTION NO. SJAFCA 20-04

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**

=====

**RESOLUTION TO AMEND RESOLUTION 19-40 AND AUTHORIZE
A TWO-YEAR CONSULTANT SERVICES MASTER AGREEMENT
WITH KIM FLOYD COMMUNICATIONS**

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

1. Adopt a resolution amending SJAFCA Resolution 19-40 which will increase the previously authorized \$100,000 contract for public outreach services to \$363,800. Approval of this resolution authorizes the Executive Director to execute a two-year Master Agreement with Kim Floyd Communications to provide outreach support for the Mossdale Tract Area's Overlay Assessment District and Enhanced Infrastructure Financing District formations and other activities that support the Agency's overall flood risk management programs as described in its 2019 Strategic Plan.
2. Approve an appropriation of \$150,800 from the General Fund to cover outreach services unrelated to restricted program funds.

PASSED, APPROVED AND ADOPTED this 16th day of January 2020.

_____, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

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

APPROVED AS TO FORM:

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

ATTACHMENT 2

CONSULTANT SERVICES MASTER AGREEMENT

THIS AGREEMENT is made at Stockton, California, as of {MONTH AND DAY}, 2019, by and between the SAN JOAQUIN AREA FLOOD CONTROL AGENCY ("Agency"), and {CONSULTANT NAME} ("Consultant"), who agree as follows:

1. **SERVICES**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide or cause to be provided to Agency the services described in Exhibit A. Consultant shall provide said services at the time, place and in the manner specified in Exhibit A.

2. **PAYMENT**. Agency shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to Agency in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to Agency.

3. **FACILITIES AND EQUIPMENT**. Except as set forth in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities and equipment or data which may be required for furnishing services pursuant to this Agreement. Agency shall furnish to Consultant only the facilities, equipment or data listed in Exhibit C according to the terms and conditions set forth in Exhibit C.

4. **GENERAL PROVISIONS**. The general provisions set forth in Exhibit

ATTACHMENT 2

D are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control insofar as it is inconsistent with the general provisions.

5. **EXHIBITS.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

6. **CONTRACT ADMINISTRATION.** This Agreement shall be administered by the Executive Director ("Administrator"). All correspondence shall be directed to or through the Administrator or his or her designee.

7. **NOTICES.**

Any written notice to Consultant shall be sent to:

NAME

ADDRESS

CITY, STATE

ZIP CODE

Any written notice to Agency shall be sent to:

Chris Elias, Executive Director
San Joaquin Area Flood Control Agency
22 East Weber Avenue, Room 301
Stockton, CA 95202

ATTACHMENT 2

Executed as of the day first above stated:

{CONSULTANT NAME}

By:

Name
Title

SAN JOAQUIN AREA FLOOD
CONTROL AGENCY

By:

Chris Elias
Executive Director

Approved as to Form:

By:

Scott L. Shapiro
General Counsel

ATTACHMENT 2

EXHIBIT A

SCOPE OF SERVICES

At the request of SJAFCA, {CONSULTANT'S NAME}, Inc. shall:

- [Services should be detailed here]
-
-
-
-
-

All services will be provided in accordance with a Fee Schedule (see Exhibit B-1) and updated on {Month} 1st of each year.

TERM

The term of this Agreement shall be for _____ from the date of execution, unless otherwise terminated by the Agency, and may be extended by the Agency and subject to re-negotiation by the parties for additional periods.

ATTACHMENT 2

EXHIBIT B

PAYMENT SCHEDULE

Agency shall pay Consultant an amount not to exceed the total sum of Spell out dollar amount (\$XXX,XXX.XX) for services to be performed and reimbursable costs incurred pursuant to this Agreement. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information.

1. Serial identifications of progress bills, i.e., Progress Bill No. 1.
2. The beginning and ending dates of the billing period.
3. A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available and the percentage of completion.
4. For each work item in each task, a copy of the applicable time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense.

Agency shall make monthly payments, based on such invoices, for services satisfactorily performed, and for authorized reimbursable costs incurred.

The total sum stated above shall be the total which Agency shall pay for the services to be rendered by Consultant pursuant to this Agreement. Agency shall not pay

ATTACHMENT 2

any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement.

Agency shall make no payment for any extra, further or additional service pursuant to this Agreement unless such extra service and the price therefore is agreed to in writing executed by the Executive Director or other designated official of Agency authorized to obligate Agency thereto prior to the time such extra service is rendered and in no event shall the sum of such change order together with the previous change orders exceed \$100,000 without Board approval. The dollar amounts of change orders approved by specific Board action, plus the dollar amounts of any change orders which predate such specific Board action, shall not be counted in computing the authority limits of the Executive Director or other designated official to approve change orders hereunder.

Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule of hourly billing included as Exhibit B-1.

Reimbursable expenses are also specified on Exhibit B-2. Expenses not listed are not chargeable to Agency.

The services to be provided under this Agreement may be terminated without cause at any point in time in the sole and exclusive discretion of Agency. In this event, Agency shall compensate the Consultant for all outstanding costs incurred for work satisfactorily completed as of the date of written notice thereof. Consultant shall maintain adequate logs and time sheets in order to verify costs incurred to date.

ATTACHMENT 2

The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a fully executed contract from the Executive Director of the Agency.

DRAFT

ATTACHMENT 2

EXHIBIT B-1

20__ STANDARD RATE SCHEDULE *

State Consultant Fee Schedule Here.

DRAFT

ATTACHMENT 2

EXHIBIT B-2

REIMBURSABLE EXPENSES

- At cost plus 5% for outside printing, plotting, copying, travel, sub-consultants, and outside services and charges
- At 5% of labor for in-house expenses including telephone, computer, and incidental copying and printing
- Auto mileage per current Federal Rates

ATTACHMENT 2

EXHIBIT C

While CONSULTANT is performing services locally, Agency shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with Agency employees and reviewing records and the information in possession of Agency. The location, quantity, and time of furnishing said physical facilities shall be in the sole discretion of Agency. In no event shall Agency be obligated to furnish any facility which may involve incurring any direct expense, including, but not limiting the generality of this exclusion, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

ATTACHMENT 2

EXHIBIT D

GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of Agency. Agency shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, Agency shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
2. LICENSES; PERMITS; ETC. Consultant represents and warrants to Agency that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to Agency that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. In addition to the foregoing, Consultant shall obtain and maintain during the term hereof a valid City of Stockton Business License.
3. TIME. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
4. INSURANCE REQUIREMENTS. Consultant shall procure and maintain for the duration of the contract "occurrence coverage" insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or sub-consultants. The cost of such insurance shall be included in the Consultant's bid.
 - (a) Minimum Scope of Insurance. Coverage shall be at least as broad as:
 1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services office Commercial General Liability coverage ("occurrence" form CG 0001.)
 2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
 3. Workers' Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

ATTACHMENT 2

- (b) Minimum Limits of Insurance. Consultant shall maintain limits no less than:
1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials and employees; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverage.
 - a. The Agency, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of the protection afforded to the Agency, its officers, officials, employees or volunteers.
 - b. The Consultant's insurance coverage shall be primary insurance as respects the Agency, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees or

ATTACHMENT 2

volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Consultant for the Agency.

3. Professional Liability.

Consultant shall carry professional liability insurance in an amount of \$1,000,000 per / \$1,000,000 annual aggregate to adequately protect the Consultant against liability caused by negligent acts, errors or omissions on the part of the Consultant in the course of performance of the services specified in this Agreement.

4. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

- (e) Acceptability of Insurers. Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.
- (f) Verification of Coverage. Consultant shall furnish Agency with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

ATTACHMENT 2

- (g) Subconsultants. Consultant shall include all Sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for Sub-consultants shall be subject to all of the requirements stated herein.
- (h) Waiver. The Executive Director of Agency may approve a variation in those insurance requirements upon a determination that the coverages, scope, limits and forms of such insurance are either not commercially available or that the Agency's interests are otherwise fully protected.

5. CONSULTANT NO AGENT. Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.

6. ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

7. PERSONNEL. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, desires the removal of any such persons, Consultant shall, immediately upon receiving notice from Agency of such desire of Agency, cause the removal of such person or persons.

8. EQUAL EMPLOYMENT OPPORTUNITY

- (a) Affirmative Action in Employment. Consultant shall comply with the Affirmative Action Program and Equal Employment requirements of the Agency.
 - i. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, handicap, age, or national origin. Consultant will take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, handicap, sex, sexual orientation, age, or nation origin. Such action shall include but not be limited to the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection from training, including apprenticeship.

ATTACHMENT 2

- ii. Consultant will incorporate the above Affirmative Action provisions in all sub-consultants for services covered by this Agreement.
 - (b) General Employment Provisions Relating to Handicap/Disability Discrimination. No qualified individual with a handicap or disability shall, solely on the basis of such handicap or disability, be subjected to discrimination in employment by Consultant.
 - (c) Reports. Consultant shall provide such reports and/or documents to Agency demonstrating compliance with the terms hereof.
9. STANDARD OF PERFORMANCE. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All instruments of service of whatsoever nature which Consultant delivers to Agency pursuant to this Agreement shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in Consultant's profession.
10. HOLD HARMLESS AND RESPONSIBILITY OF CONTRACTORS. Consultant shall indemnify, defend, and hold harmless the Agency, its officers, employees, and agents from and against any and all claims, loss, costs, expenses (including, but not limited to, attorney's fees and costs incurred by the Agency), injury, or damage to the extent caused by the recklessness, negligent acts or omissions, or intentional misconduct of Consultant, its employees, officers, or agents, or any of its contractors or subcontractors used in performance of this Agreement.
11. GOVERNMENTAL REGULATIONS. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.
12. DOCUMENTS. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda or other written documents or materials prepared by Consultant pursuant to this Agreement shall become the property of Agency upon completion of the work to be performed hereunder or upon termination of the Agreement.
13. COMPLIANCE WITH APPLICABLE LAWS. Consultant shall comply with all laws applicable to the performance of the work hereunder, including, but not limited to, laws

ATTACHMENT 2

prohibiting discrimination based on race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex.

14. USE OF RECYCLED PRODUCTS. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

15. PROFESSIONAL SEAL. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility" as per sample below.

Seal and Signature of Registered Professional
with report/design responsibility.

16. AMENDMENTS. This Agreement may be amended or modified only by a written agreement signed by all parties.

17. VALIDITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

18. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California and any suit or action by either party shall be brought in the County of San Joaquin, California.

19. MEDIATION. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be shared equally by the parties. If a mediated settlement is reached, neither party shall be deemed the prevailing party for purposes of the settlement, and each party shall bear its own legal costs.

ATTACHMENT 2

20. ATTORNEYS FEES. If a party brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party is entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. Such fees may be set by the court in the same action or in a separate action brought for that purpose.

21. NO-WAIVER. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

22. SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant survive the termination of this Agreement.

23. CONFLICT OF INTEREST. Consultant may serve other clients, but none who are active within the corporate limits of city or who conduct business that would place Consultant in a "conflict of interest" as that term is defined in the Political Reform Act, codified at California Government Code § 81000 *et seq.*

24. SOLICITATION. Consultant agrees not to solicit business at any meeting, focus group or interview related to this Agreement, either orally or through any written materials.

25. TERMINATION. The services to be provided under this Agreement may be terminated without cause at any point in time at the sole and exclusive discretion of Agency. The Agency shall provide Consultant a one week notice before terminating this Agreement.

Agenda Item 4.5

January 16, 2020

TO: San Joaquin Area Flood Control Agency

FROM: Chris Elias, Executive Director

SUBJECT: **APPROVAL OF TASK ORDER AMENDMENT FOR IMPLEMENTATION OF THE MOSSDALE TRACT AREA URBAN LEVEL OF FLOOD PROTECTION (ULOP) FINANCING PLAN**

RECOMMENDATION

Adopt a resolution authorizing the Executive Director to negotiate and execute a Task Order Amendment to Task Order 1 for Implementation of Mossdale Tract Area ULOP Finance Plan and Administration services.

DISCUSSION

Background

In 2007, the California Legislature enacted Senate Bill (SB) 5, which requires all new or reconstruction projects constructed within the Sacramento-San Joaquin Valley to achieve an urban level of flood protection (ULOP) by 2025. A ULOP is defined as the level of flood protection necessary to withstand flooding that has a 1-in-200 chance of occurring in any given year. SB 5 and SB 1278 also requires cities and counties to amend their General Plans and Zoning Ordinances by no later than July 2016 to address 200-year flooding by requiring certain findings to be made as part of the development review process. The intent of the legislation is to strengthen the link between flood management and land use.

In February 2018, SJAFCA, as part of the reformulation of the Agency's Joint Exercise of Powers Agreement to include the Cities of Lathrop and Manteca as members of the Agency, assumed the role of Local Flood Management Agency (LFMA) as part of the Mossdale Tract Area's Urban Level of Flood Protection efforts. In that role, SJAFCA is advancing a funding program to generate the funds needed to implement improvements to the levee system protecting the Mossdale Tract Area to ensure the levees can meet Urban Levee Design Criteria.

The SJAFCA Board of Directors (Board), since February 2018, has received multiple briefings regarding the funding program that includes the following funding mechanisms-

- A Regional Development Impact Fee program;
- An Overlay Assessment District (OAD); and,
- An Enhanced Infrastructure Financing District (EIFD).

AGENDA ITEM 4.5

**APPROVAL OF TASK ORDER AMENDMENT FOR IMPLEMENTATION OF THE
MOSSDALE TRACT AREA URBAN LEVEL OF FLOOD PROTECTION (ULOP)
FINANCING PLAN** (Page 2)

Also, in February 2018, after receiving a comprehensive briefing on the Mossdale Area Program, the Board authorized an Agreement with Larsen Wurzel & Associates, Inc. (LWA) to assist with Implementation of the Funding Program.

Since that time, the Board has taken several implementation actions including the following:

- Approved seed funding agreements with its member agencies to capitalize and advance the Mossdale Tract Area ULOP Program;
- Adopted a Regional Development Impact Fee Program and executed of collection agreement with the member Agencies;
- Approved an Advance Funding and Fee Crediting Program for developers for implementation by the member agencies;
- Approved contracts for Assessment Engineering Services and Public Outreach services in support of a proposed Overlay Assessment District;
- Adopted a Climate Adaptation Policy to address climate change and its impacts on ULOP within the Mossdale Tract Area; and,
- Completed two years of Adequate Progress reporting to the Central Valley Flood Protection Board as required by SB 5.

Further, staff has embarked on various study efforts to advance ULOP in the Mossdale Tract Area. These study efforts are being conducted in collaboration with State and Federal Governments in order to lay the groundwork and garner support for non-local funding resources for ULOP in the Mossdale Tract Area.

When the SJAFCA Board authorized the Scope of Work and Agency Budget for this effort at its February 26, 2018 meeting (Agenda Item No. 7), however, that original authorization provided to LWA was subject to the availability of funding. On April 17, 2018 SJAFCA and LWA entered into a Master Services Agreement to support the Finance Plan Implementation scope of work described within LWA's March 21, 2018 proposal. The Master Services Agreement contemplates that the budget and scope of work would be authorized on a Task Order basis. Contemporaneously with the execution of the Master Services Agreement, Task Order No. 1, authorizing Tasks 1, 4, and 6 up to \$50,000 of work was executed. With funding being made available from SJAFCA's member agencies and impact fee revenues, SJAFCA and LWA executed two subsequent amendments to Task Order No. 1. Amendment No. 1 was executed on November 13, 2018, authorizing Tasks 2 and 3 and supplementing the budget up to a total of \$158,210 and Amendment No. 2 was executed on May 8, 2019 authorizing Task 5, the work associated with the

**APPROVAL OF TASK ORDER AMENDMENT FOR IMPLEMENTATION OF THE
MOSSDALE TRACT AREA URBAN LEVEL OF FLOOD PROTECTION (ULOP)
FINANCING PLAN** (Page 3)

Enhanced Infrastructure Financing District, and increasing the authorized total budget for the engagement to \$287,890.

At this time, LWA's contract with SJAFCA for the effort covered under the original March 21, 2018 proposal is well under way and many of the tasks scoped under that proposal are complete. While the entire contract currently has budget remaining (approximately \$42,390 as of December 1, 2019), some items have been completed under budget while other tasks have exceeded their original budgets due to the extended duration of the work. Work under Task 1: Regional Development Impact Fee has been completed within budget. Work supporting the Task 2: Funding & Crediting is nearly complete with approximately 50% of the budget remaining. Work associated Task 4: Annual Adequate Progress reporting is over the original budget estimate, however, the original scope of work only entailed providing support for the 2018 Annual Adequate Progress. The completed work to date has extended two years providing support for the 2019 Annual Adequate Progress as well.

Similarly, work under Task 6 (SJAFCA Agency Budget Support) is also currently over budget, however, this effort has extended two years versus the originally contemplated one year. The work associated with supporting the implementation of the Overlay Assessment District (Task 3) entailed LWA providing support to engage a new Assessment Engineer and Public Outreach professional and provide coordination support for this effort.

Now that the Agency has engaged the Assessment Engineer and Public Outreach professionals and is actively moving forward with the formation, LWA's budget for the coordination needs to be extended in order to provide coordination support through formation of the EIFD.

In order to continue to support the EIFD process through full implementation, additional budget for this effort is needed. The original scope of work and budget for this task primarily involved scoping and evaluation in support of future formation.

Present Situation

LWA's original contract approved in March 2018 contemplated providing services for one year of adequate progress reporting and budget support, services associated with the selection of consultants to support the Overlay Assessment District (OAD), and the advancement of the formation of an Enhance Infrastructure Financing District (EIFD). The budget associated with the EIFD only covered the initial scoping and initiation of the effort until such time that full scope of work could be identified. As a result of the adoption of the Board's climate adaptation policy, the scope and budget of the ULOP Project has been updated to be consistent with this policy. As a result, the financing plan needs to be updated to address this change. In order to continue efforts to advance the Mossdale

**APPROVAL OF TASK ORDER AMENDMENT FOR IMPLEMENTATION OF THE
MOSSDALE TRACT AREA URBAN LEVEL OF FLOOD PROTECTION (ULOP)
FINANCING PLAN** (Page 4)

Tract Program, a contract amendment with LWA is needed. LWA has prepared the attached scope of work and a budget augmentation request that addresses the additional services needed to advance the implementation of the financing plan for the overall Mosssdale Tract Area. LWA is requesting additional authorization of \$645,310. This level of funding would allow LWA and its subconsultant team to provide the following services:

- An update to the Regional Development Impact Fee to address the revised project costs associated with Climate Change Adaptation Policy;
- Continued support of the Advance Funding and Fee Crediting Program;
- Coordination and project management support for the formation of the Overlay Assessment District;
- Update to the overall financing plan and an additional year of Adequate Progress Reporting (2020);
- Formation and Implementation of the Enhanced Infrastructure Financing District;
- Support for the Agency's adoption of the Mosssdale Tract Area Program budget and overall agency budget support and administration; and,
- Coordination and support for the Agency's Federal and State funding of the Mosssdale Project through various study efforts including the Lower San Joaquin River Projects.

The above scope of services for finance plan implementation for the Mosssdale Program is comprehensive and provides support for the remaining work needed to implement the financing plan and support for the agency's continued effort for the Federal and State funding alternatives. Staff has reviewed the scope of services and determines that the fees are reasonable and consistent with the current rates for this type of work. All services will be on a time and material basis.

Upon approval of recommended action, the Executive Director will be authorized to execute the Task Order amendment with LWA for the aforementioned services.

FISCAL IMPACT

The Board previously approved a 2-year budget for the Mosssdale Program in which the unused portion carried over into the current fiscal year. Only 15% of the \$1.34 Million budget allocated to Program Management has been used to date. The unused portion of this budget, approximately \$1.1 Million, can be used to pay for the finance plan implementation services related to the Mosssdale Program which is estimated to be

**APPROVAL OF TASK ORDER AMENDMENT FOR IMPLEMENTATION OF THE
MOSSDALE TRACT AREA URBAN LEVEL OF FLOOD PROTECTION (ULOP)
FINANCING PLAN** (Page 5)

\$645,310. There is sufficient budget available when taking into consideration the additional obligation for public outreach services also under consideration at this Board meeting (Item 4.4). As a result, there is no net Fiscal Impact from the Board's approval of staff's recommended action.

Strategic Plan Consistency Analysis

The informational briefing in this report are consistent with Goals #1 and #3 of the Board-adopted Strategic Plan, "Plan for and Implement System Resiliency" and "Facilitate Funding Structures that are Most Beneficial to Local Interests" respectively. Under these goals, the Agency plans to use the funding generated from this effort to implement flood risk reduction projects and protect the lives and livelihoods of the residents and employees located in the Mosssdale Tract Area. Further, these public finance efforts continue to support the approach of garnering funding from the State and Federal governments.

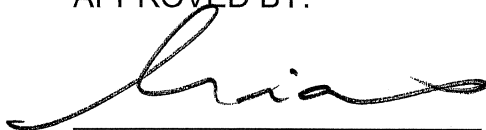
SUMMARY

The recommended Board Action would do the following:

- Adopt a resolution authorizing the Executive Director to negotiate and execute a Task Order Amendment to Task Order 1 for Mosssdale Tract Area ULOP Finance Plan Implementation and Administration services.

PREPARED BY: Chris Elias, Executive Director

APPROVED BY:



CHRIS ELIAS
EXECUTIVE DIRECTOR

Attachments

1. Draft Resolution 20-05 authorizing the Executive Director to execute an Amendment to Task Order 1 with Larsen Wurzel & Associates
2. Larsen Wurzel & Associates December 23, 2019 Updated Scope of Work & Budget for Mosssdale Tract Program: Finance Plan Implementation & Administration for ULOP

RESOLUTION NO. SJAFCA 20-05

SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

=====

**RESOLUTION TO AMEND RESOLUTION 18-06 AND AUTHORIZE AN AMENDMENT
TO TASK ORDER 1 WITH LARSEN WURZEL AND ASSOCIATES, INC. FOR
FINANCE PLAN IMPLEMENTATION FOR THE MOSSDALE TRACT AREA**

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

1. Amend the previous action of the Board taken with SJAFCA Resolution 18-06 with respect to implementation of the Local Funding Program and Adequate Progress for the Mossdale Tract Area and to authorize the Executive Director to execute a task order amendment with Larsen Wurzel and Associates in an amount not to exceed \$645,310 to continue efforts related to finance plan implementation services.

PASSED, APPROVED AND ADOPTED this 16th day of January 2020.

, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

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

APPROVED AS TO FORM:

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



PUBLIC FINANCE
& MANAGEMENT
RESOLVED

LARSEN WURZEL
& Associates, Inc.

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Sacramento, CA 95833
www.larsenwurzel.com

Mossdale Tract Program: **Finance Plan Implementation & Administration**

FOR URBAN LEVEL OF PROTECTION

UPDATED SCOPE OF WORK & BUDGET

Prepared for the San Joaquin Area Flood Control Agency
December 23, 2019



LARSEN WURZEL
& Associates, Inc.

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

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December 23, 2019

Mr. Chris Elias, Executive Director
San Joaquin Area Flood Control Agency
22 East Weber Avenue, Room 301
Stockton, CA 95202
Email: Chris.Elias@stocktonca.gov

RE: Budget and Scope Augmentation Request for Continued Support of ULOP for the Mossdale Tract Area

Dear Mr. Elias,

Larsen Wurzel & Associates, Inc. (LWA) very much appreciates the opportunity to work with the San Joaquin Area Flood Control Agency (SJAFCA) on the implementation and administration of the Finance Plan for the Urban Level of Flood Protection efforts for the Mossdale Tract Program.

The SJAFCA Board authorized the Scope of Work and Agency Budget for this effort at its February 26, 2018 meeting (Agenda Item No. 7), however, that original authorization provided to LWA was subject to the availability of funding. On April 17, 2018 SJAFCA and LWA entered into a Master Services Agreement to support the Finance Plan Implementation scope of work described within LWA's March 21, 2018 proposal. The Master Services Agreement contemplates that the budget and scope of work would be authorized on a Task Order basis. Contemporaneously with the execution of the Master Services Agreement, Task Order No. 1, authorizing Tasks 1, 4, and 6 up to \$50,000 of work was executed. With funding being made available from SJAFCA's member agencies and impact fee revenues, SJAFCA and LWA executed two subsequent amendments to Task Order No. 1. Amendment No. 1 was executed on November 13, 2018, authorizing Tasks 2 and 3 and supplementing the budget up to a total of \$158,210 and Amendment No. 2 was executed on May 8, 2019 authorizing Task 5, the work associated with the Enhanced Infrastructure Financing District, and increasing the authorized total budget for the engagement to \$287,890.

At this time, LWA's contract with SJAFCA for the effort covered under the original March 21, 2018 proposal is well under way and many of the tasks scoped under that proposal are complete. While the entire contract currently has budget remaining (approximately \$42,390 as of December 1, 2019), some items have been completed under budget while other tasks have exceeded their original budgets due to the extended duration of the work. Work under Task 1: Regional Development Impact Fee has been completed within budget. Work supporting the Task 2: Funding & Crediting is nearly complete with approximately 50% of the budget remaining. Work associated Task 4: Annual Adequate Progress reporting is currently overbudget, however, the original scope of work entailed providing support for only the 2018 Annual Adequate Progress and this effort has extended over two years providing support for the 2019 Annual Adequate Progress as well. Similarly, work under Task 6: SJAFCA Agency Budget Support is also currently over budget, however, this effort has extended two years versus the originally contemplated one year. The work associated with supporting

ATTACHMENT 2

Mr. Elias
Re: Budget and Scope Augmentation Request
December 24, 2019

the implementation of the Overlay Assessment District (Task 3) entailed LWA providing support to engage a new Assessment Engineer and Public Outreach professional and provide coordination support for this effort. Now that the Agency has engaged the professionals and is actively moving forward with the formation, LWA's budget for the effort needs to be extended in order to provide coordination support through formation. Similarly, for Task 5, EIFD formation, in order to continue to support the effort through full implementation, additional budget for this effort is needed. Our original scope of work and budget for this task primarily involved scoping and evaluation in support of future formation.

Attached to this letter for SJAFCA's consideration is an updated Scope of Work and Budget that would allow LWA and its subconsultants to provide continued support for ULOP Finance Plan Implementation.

The following summarizes the requested authorization for a 3rd Amendment to Task Order No. 1. LWA requests an additional budget of \$645,310. This additional budget would allow LWA to continue to support and advance the overall financing plan including support for the formation of the Overlay Assessment District and Enhanced Infrastructure Financing District (EIFD). Further, this request also includes providing support for the Federal Program for Mossdale Tract including management of the ongoing FPMS efforts and Phase 2 of the Federal Feasibility Study.

Summary of Tasks and Requested Budget Augmentation	Current Task Amount	Increase /Decrease	Total Budget
1801011: Task 1 - Regional DIF Update	\$39,890.00	\$27,210.00	\$67,100.00
1801012: Task 2 - Funding & Crediting Program	\$46,550.00	-\$6,150.00	\$40,400.00
1801013: Task 3 - Overlay Assessment District Coordination Support	\$25,420.00	\$31,280.00	\$56,700.00
1801014: Task 4 - Annual Adequate Progress Report Update	\$38,820.00	\$54,280.00	\$93,100.00
1801015: Task 5 - Enhanced Infrastructure Financing District Continued Support	\$129,680.00	\$320,420.00	\$450,100.00
1801016: Task 6 - Financial Management Services & Agency Budget Support	\$7,350.00	\$63,670.00	\$71,200.00
1801017: Task 7 - Federal Program Consultation (New Task)	\$0.00	\$44,800.00	\$44,800.00
1801018: Task 8 - Federal Feasibility Study Management (New Task)	\$0.00	\$109,800.00	\$109,800.00
Total Budget	\$287,890.00	\$645,310.00	\$933,200.00

Again, thank you for the opportunity to work with SJAFCA on this effort. If you have any questions or would like to discuss this further, please do not hesitate to contact me at your convenience at (530) 633-7384.

Sincerely,



Seth Wurzel, CGFM
Principal

Encl.

ATTACHMENT 2

San Joaquin Area Flood Control Agency
Mossdale Tract Program: Finance Plan Implementation & Administration for ULOP
Updated Scope of Work & Budget
December 23, 2019

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Attachments

- A. Budget Estimate
- B. LWA Rate Sheet

Mossdale Tract Program: Finance Plan Implementation & Administration for ULOP Updated Scope of Work & Budget

The following scope of work augments LWA's March 21, 2018 Scope of Work and supports the continued implementation of the finance plan described within LWA's RD 17 Area: Adequate Progress Report (APR) for Urban Level of Protection (ULOP), June 14, 2016 and further updated as part of the Annual APR Updates. This scope of work builds and continues the pursuit of State funding for 200-Year Flood Protection for the Mossdale Tract Basin (the Project), the development of a financing plan to support ULOP Adequate Progress, and the implementation and administration of the financing plan. LWA's previously authorized services provided to the Cities of Lathrop and Manteca (the Cities) and SJAFCA resulted in the following milestones;

- Adoption by the Cities of Interim Development Impact Fee Programs and transition of that Impact Fee Program to a Regional Development Impact Fee adopted by SJAFCA and collected by SJAFCA's members;
- The preparation and adoption of a Fee Crediting Program by SJAFCA and implementation of that Fee Crediting program by its members;
- The preparation and transmittal of the 2018 and 2019 Annual APR Updates to the Central Valley Flood Protection Board;
- Support for the qualification and selection of an Assessment Engineer and Public Outreach firm for the proposed Overlay Assessment District (OAD);
- The preparation and adoption of a two-year budget for the Mossdale Tract Program and the implementation of the Seed Money Funding Agreements;
- The advancement of financial analyses and support for negotiations with the SJAFCA members for the formation of a new Enhanced Infrastructure Financing District (EIFD).

This scope of work continues the implementation of the financing plan as well as supports the ongoing administration of ULOP Adequate Progress. LWA understands that with respect to the Mossdale Tract Program, SJAFCA's focus remains the same, to construct the needed improvements to provide 200-Year flood protection to the Mossdale Tract Area while at the same time helping to maintain the ULOP Adequate Progress findings by the land use agencies in the Basin. With that in mind, the APR is premised solely on local funding. However, SJAFCA continues to advance this approach with simultaneous efforts to garner State and Federal authorization and funding. As such, the tasks outlined within this scope have been structured to support this continued effort. While LWA previously included budget within each task to manage the work and ensure coordination with the ongoing State funded feasibility study and efforts to gain Federal authorization and funding for the Project, at the request of SJAFCA, LWA has separated this coordination and support effort into two separate tasks (Tasks 7 & 8) in order to better track and account for this time.

Because all of these work efforts are currently underway, LWA is requesting an augmentation to the budgets for all of these tasks, as detailed further below, and approval of the augmented scope of work. In terms of schedule, LWA expects that these efforts would continue through 2020. Ideally there would be sufficient budget to complete the processes of forming the OAD and EIFD within this timeframe, however, this would be highly dependent upon the timing of the legislative actions of the multiple legislative bodies involved in the efforts. Some tasks might extend into 2021 based upon our scope of work, but the primary bulk of the effort described below is expected to occur in 2020. However, given the dynamic nature of the work involved

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and the program in general, LWA expects that additional tasks, as program implementation continues, may be identified and added to this scope of work given current facts and circumstances of the Project at that time. Detailed budgets for the augmentation of services to the current tasks and additional new tasks have been prepared and are presented in **Attachment A**.

Task 1: Regional Development Impact Fee Program (Update and Ongoing Administration)

SJAFCA's Regional Development Impact Fee Program for the ULOP Project has been in place since January 2019. The current program is based upon a Project budget that does not incorporate climate change adaptation. As further described in Task 4 below, LWA will be preparing an update to the overall financing plan to incorporate the additional costs of SJAFCA's Climate Change Adaptation Policy. As part of the financing plan update, LWA expects that there will be a need to increase the assumed revenues generated by the Fee Program. This scope and budget augmentation request reflects the preparation of a new Nexus Study and support for the legislative process of adopting an update to the Fee Program.

Updating the Impact Fee entails preparing a new AB 1600 Nexus Study that will be the new legal and financial basis of collecting an updated/increased development impact fee in the area serviced by the proposed flood control improvements. Establishing the nexus for the DIF includes the following components: 1) determining the amount of new and existing development that will be subject to the fee program over the anticipated program term; 2) determining the costs of facilities eligible for funding through the program; 3) distributing those costs to each of the land use categories in order to calculate the fees; and 4) preparing a nexus study that documents the statutorily required findings. LWA proposes the following tasks to update the current Regional DIF program:

Task 1.1 Update Costs and Development Projections

LWA has completed many of the activities needed to support an update to the Regional Nexus Study as part of the APR process. This first activity will be to refine and update the cost information prepared as part of the latest APR Annual Update. LWA is already working to refine the development projections as part of the EIFD process. This task entails updating the current allocation approach given refined cost and development information and incorporating this information into the Nexus Study Update.

Task 1.2 Prepare and Present Draft and Final Regional Nexus Study Reports

LWA will prepare an Updated Nexus Study Report, which documents the findings necessary to establish the updated Fee. The report will state the proposed updated fee rates for each land use and the necessary supporting analysis and findings. LWA will first submit an initial draft study for SJAFCA's review. After obtaining input, LWA will prepare a revised public review draft study. Preparation of the draft report will include coordination with each member agency / stakeholder as requested. LWA will present the public review draft study at any public hearings and at any additional public workshops scheduled by SJAFCA and the land use agencies. Following public meetings regarding the draft study, LWA will prepare a Final Nexus Study Update and support SJAFCA's adoption of an updated Regional DIF.

Task 1.3 Regional DIF Collection Agreement Administration

LWA will support SJAFCA's ongoing administration of the currently in place DIF Collection Agreements and support any required noticing to the land use agencies of the updated fee. LWA is currently preparing a DIF

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Administration Manual to help support the ongoing administration of the Fee and associated Fee Crediting Program developed under Task 2. LWA will continue this effort as part of the ongoing scope of work.

Task 2: Advance Funding and Fee Crediting Program

To secure the funding needed to advance the ULOP efforts described in the APR, funding was generated from development interests within the Cities that benefit from the Project's implementation. This funding was provided under the premise that it would ultimately be creditable toward the obligations of a future development impact fee program. A condition of the funding to be provided by SJAFCA's members is that SJAFCA develop and administer a Fee Crediting program that would be applied consistently throughout the Mossdale Tract Area. LWA assisted with the development and implementation of the current Advance Funding and Fee Credit Program. With this scope of work update, LWA will continue to support the implementation of the Advance Funding and Fee Crediting program. This will include supporting the execution of credit agreements with developers that providing creditable funding or improvements.

Task 3: Overlay Assessment District Support

Task 3 entails the execution of the activities needed to continue to support the implementation of a new OAD that, in combination with the new EIFD, will help generate the funding needed to finance the final design and construction of the Project. LWA has helped develop a Scope of Work, Schedule and Budget to support the selection of an Assessment Engineer (Willdan) and Public Outreach consultant (Kim Floyd). LWA will continue to support the formation of the OAD by providing ongoing project management and coordination support throughout the entire Proposition 218 process. LWA will help coordinate the efforts of Willdan and Kim Floyd and provide review of their work products as requested by SJAFCA.

Task 4: Annual Update to Adequate Progress Report

As described in 2019 Annual APR Update, the Local Flood Management Agency (in this case SJAFCA) must report annually to the Central Valley Flood Protection Board (CVFPB) for the Cities to be able to maintain and validate their findings of Adequate Progress. A 2020 Annual APR update will be prepared by LWA and transmitted to the CVFPB on behalf of SJAFCA and its members. It is expected that the update to the APR will be completed concurrently with the implementation of other Tasks described within this scope of work.

Task 4.1 2020 Annual Adequate Progress Report Update

LWA will prepare an update of the APR. This update for 2020 will be different that the most recent two APR updates as it is expected that the update will take into consideration a new cost estimate incorporating SJAFCA's climate adaptation policy. LWA's work effort will first entail preparing an updated financing plan and cash flow model. This effort will take place concurrently with the development of the Fee Program Update (Task 1) and the implementation of the OAD and EIFD (Tasks 3 and 5 respectively). It is important to note that LWA will work to develop a feasible financing plan, however, feasibility cannot be guaranteed. LWA's work effort will include an evaluation of financing plan feasibility.

Upon preparation of the financing plan, LWA will update the APR and submit the report to the CVFPB. The report will include an evaluation of adequate progress as defined by Government Code Section 65007(a).

Task 4.2 Adequate Progress Coordination

Efforts under Task 4 will also include coordination with member agencies and SJAFCA staff on issues impacting Adequate Progress. This coordination will entail attendance at meetings and discussions pertaining to the status of Adequate Progress and the preparation of ad hoc materials related to Adequate Progress.

Task 5: Enhanced Infrastructure Financing District Coordination

The last mechanism identified in the APR is the proposed EIFD. This mechanism allows for the use of tax increment financing for the Project. To advance this effort, the SJAFCA members would form a new Public Financing Authority governed by members of the legislative bodies of the public agencies that form the EIFD, plus at least two public members. The Public Financing Authority would prepare an Infrastructure Financing District Plan (the Plan) that describes the funding for the construction of Project and specifies how much of the Property Tax Increment each taxing entity receiving a share of property tax increment within the boundary of the EIFD would allocate to the Project. This task reflects LWA's continued support for the evaluation and implementation of EIFD along with its formation.

In summary, LWA, in coordination with Economic & Planning Systems, Inc. (EPS) and Kronick Moskovitz Tiedemann & Girard (KMTG), has completed the following work under Task 5 to date:

- Detailed coordination with the member agencies to prepare updated development projections to support the required Fiscal Impact Analyses and EIFD revenue projections;
- The development of a detailed scope of work needed for formation of the EIFD, and the facilitation of the negotiations regarding tax increment allocations to the EIFD by the SJAFCA member agencies;
- Advancement of updated Fiscal Impact Analyses;
- The development of a detailed task list identifying the legal and procedural requirements for forming the EIFD along with the development of a preliminary schedule for the formation.

The remaining Task 5 work includes the efforts needed to form the EIFD. This includes the preparation of the required Plan and associated analyses as further described below. LWA, EPS and KMTG will complete the following tasks as further detailed below.

Task 5.1 Continued EIFD Coordination (LWA)

Task 5.1 originally entailed the development of a scope of work, in coordination with EPS and KMTG, to finalize the Plan for the EIFD as described in the APR. This included refinement of the tasks that must be completed to develop the needed Plan to form the EIFD. It is expected that LWA will continue to lead coordination with SJAFCA, EPS and KMTG and would support the formation efforts through formation and the first year's administration.

Task 5.2 EIFD Infrastructure Financing Plan Work and Supporting Analyses (EPS)

Task 5.2.2 Prepare Fiscal Impact Analyses

EPS will use the fiscal impact analysis to compare forecasts of the revenues generated through property tax, sales tax, and other revenue sources with the cost of providing services to the Project. A fiscal impact analysis is required to determine the impacts for each affected taxing entity that will levy a property tax on all or a portion of the property located in the proposed EIFD (Lathrop, Manteca, Stockton, and San Joaquin County). The fiscal impact analysis will be prepared in 5- or 10-year increments through buildout of the Project (2020,

2025, 2030, 2040, 2050, and 2060). The fiscal impact analysis will need to be informed by input from the affected taxing entities and other stakeholders related to levels of services and governance. In particular, varying levels of service across multiple land use jurisdictions will need to be considered. EPS will complete the following subtasks to prepare the fiscal impact analyses for each affected taxing entity.

Perform Budget Analysis and Identify Fiscal Issues

EPS will derive baseline cost and revenue parameters for the fiscal impact analysis from each agency's budget and discussions with agency staff. EPS will identify other indicators and issues related to the agency's fiscal condition from the agency's annual budget. The purpose of this subtask is to gather and generate the information needed to prepare a fiscal impact analysis of the Project.

Forecast Public Costs

EPS will estimate the annual cost to each agency to provide the public services required to serve development in the Project using both average and marginal cost-estimating techniques. An average cost-estimating approach typically is used to estimate costs of general government services, such as administration, finance, legal, or planning. The marginal cost-estimating approach, which considers the agency's existing service capacity and the unique attributes of the Project's land uses, typically is used to estimate the cost of specific public services that may be uniquely affected by the Project (e.g., public safety).

The research conducted in this subtask will include gathering operating and maintenance costs related to providing services such as police protection, emergency medical, fire protection, roadway/public infrastructure maintenance, and other municipal services. As necessary, EPS will meet with each agency's law enforcement, fire service provider, and public works department to discuss any special service requirements of the Project and will coordinate with the agencies regarding the plan for maintaining public infrastructure, such as new roadways, parks and open space, traffic signals, lights, median strips, etc. If there are instances where detailed information is not available from agency representatives, EPS can provide supplemental estimates based on experience with similar projects.

Forecast Public Revenues

EPS will estimate the annual General Fund and other relevant agency operating revenues expected to be generated by the Project area using forecasting techniques appropriate to each revenue source, which typically involves a simulation of each revenue source. For example, to estimate property tax revenue, EPS will forecast the assessed value of the Project's proposed development and calculate the share of property tax revenue each agency will be allocated (with and without the proposed EIFD). The sales tax revenue forecast will reflect the anticipated incomes and expenditure patterns of new residents or employees and anticipated to be collected by each agency. These are anticipated key revenue sources:

- Property taxes (dependent on proposed pledges to an EIFD).
- Special taxes and assessments.
- Property taxes in lieu of vehicle license fees.
- Retail sales and use taxes (from new residents and employees).
- Other applicable revenue sources, such as utility user fees, fines and forfeitures, etc. Other revenues will be determined based on a review of the agency's current budget.

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Analyze Net Fiscal Effects

Drawing from the revenue and expenditure projections developed in the preceding subtasks, EPS will estimate the potential fiscal effects of the Project on each agency at buildout. EPS will present the cost and revenue estimates in a format clearly indicating the net fiscal effects resulting from implementation of the Project. If the Project is estimated to produce a net fiscal deficit to a given agency, then EPS will include suggested modifications to the Project assumptions, to the EIFD split, or alternative potential fiscal mitigation measures.

Prepare Fiscal Impact Analysis Memorandum or Memoranda

EPS will concisely summarize the research, analysis, and conclusions of the fiscal impact analyses described above. EPS will work with LWA, the SJAFCA, and other stakeholders to determine whether the fiscal impact analyses should be summarized in one document or whether separate documents should be prepared for each affected taxing entity. After receiving client comments, EPS will prepare an updated memorandum or memoranda that will be integrated into the Infrastructure Financing Plan completed as part of Task 5.2.3.

Task 5.2.3 Prepare EIFD Analysis and Infrastructure Financing Plan

Prepare Assessed Value and Property Tax Revenue Forecasts

Using data provided by each land use jurisdiction and the working group defined in the previous subtask and gathered by EPS (as required), EPS will create a forecast of assessed value and property tax revenue growth. The assessed value forecast will include growth estimates for new development by land use and by jurisdiction.

The assessed value and property tax revenue model also could be used to run one or more scenarios examining potential changes to aggregate assessed value based on various development scenarios. This Work Program is based on the assumption that up to 2 land use development scenarios may be considered. Additional land use scenarios may necessitate a request for additional budget.

Prepare EIFD Revenue Analysis

EPS will develop a financial model capable of estimating the amount of funding generated by the EIFD and assessed value growth scenario(s). The financial model will be driven by the land use and assessed value assumptions developed in the prior subtask and will allow for the sensitivity testing of different factors:

1. Proportion of tax increment allocated from each land use and jurisdiction.
2. Proportion of tax increment allocated from other potential taxing entities, if any.

This Work Program is based on the assumption that up to 2 sensitivity scenarios per land use development scenario may be considered. Additional sensitivity scenarios may necessitate a request for additional budget.

Prepare Infrastructure Financing Plan

An Infrastructure Financing Plan is required under Government Code 53398.59 through 53398.74 and must consist of the following components:

1. A map and legal description of the proposed district.
2. A description of the public facilities and other forms of development or financial assistance proposed in the area of the district.
3. A finding that the development and financial assistance are of communitywide significance and provide significant benefits to an area larger than the area of the district.
4. A financing section, which will contain the following information:

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- a. A specification of the maximum portion of the incremental tax revenue of the County and each affected entity proposed to be committed to the district for each year during which the district will receive tax incremental tax revenue.
 - b. A projection of the amount of tax revenues expected to be received by the district during each fiscal year during which the district will receive tax revenues, including an estimate of the amount of tax revenue attributable to each affected taxing entity for each year.
 - c. A plan for financing the public facilities to be assisted by the district, including a detailed description of any intention to incur debt.
 - d. A limit on the total number of dollars of taxes that may be allocated to the district pursuant to the Infrastructure Financing Plan.
 - e. A date on which the district will cease to exist, by which time all tax allocation to the district will end. The date shall not be more than 45 years from the date on which the issuance of bonds is approved or an issuance of a loan is approved by the governing board of a local agency.
 - f. An analysis of the fiscal impacts to the County during and after all development has occurred.
 - g. An analysis of the fiscal impacts of the district and associated development on each affected taxing entity.
5. The goals the district proposes to achieve for each project financed.

EPS will be the principal author and producer of the Infrastructure Financing Plan document, with some content and support provided by LWA and others, as appropriate. EPS will work with LWA, KMTG, affected taxing entities, and other stakeholders to ensure the Infrastructure Financing Plan contains all required information. EPS anticipates preparing one Administrative Draft document and one Public Review document that incorporate any necessary revisions to the text and analyses to reflect comments received. Additional iterations of the report and analyses may be requested, and LWA and EPS may request additional budget at that time, as warranted.

Task 5.3 EIFD Legal Support (KMTG)

KMTG will support the formation of the EIFD by providing the following legal services:

- a. Consult with appropriate representatives and others with respect to the timing, terms, and legal structure of the proceedings to form the EIFD.
- b. Prepare an annotated timetable for formation of the EIFD.
- c. Analyze the list of public facilities proposed to be financed through the EIFD.
- d. Prepare documents required to form the EIFD, including all resolutions, notices, consents, affidavits, certificates, and ordinances (the "Formation Documents").
- e. Review and provide suggested revisions to the EIFD's infrastructure financing plan.
- f. Attend such meetings or hearings of the participating agency(ies) governing boards and such working-group meetings or conference calls as the participating agencies may request and assist the staff in preparing such explanations or presentations as the participating agency(ies) may request.
- g. After formation of the EIFD, prepare and deliver to participating agencies a transcript of the legal proceedings for the formation of the EIFD, in loose-leaf format.
- h. After formation of the EIFD, consult by telephone with the officials and staff to answer questions about the facts and circumstances concerning formation of the EIFD.

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KMTG's legal services however, will be limited and the following items have been excluded from the scope of services:

- a. Legal services in connection with any litigation or other legal or administrative proceeding, audit, or investigation involving the EIFD or any related matter.
Legal services in connection with the issuance of any bonds related to the EIFD or the preparation, content, or dissemination of any official statement for the bonds.

Task 6: SJAFCA Financial Management Services and Agency Budget Support

To date, this Task has entailed supporting SJAFCA's adoption of the Mossdale Tract Area Program and the Agency's overall budget for Fiscal Years 2018/19 and 2019/20 and support administering this budget through the implementation of financial management best practices. LWA will continue to provide this support on an ongoing basis through 2020. As such, LWA will assist with the preparation of budget estimates and the compilation of information for ongoing and planned work and prepare materials to support the Agency's budget adoption process. Further, LWA will attend meetings and conference calls with Staff regarding financial management matters as well as attend SJAFCA Board meetings when the Agency's budget, including the budget for the Mossdale Tract Program, is discussed and considered.

Task 7: Federal Program Consultation (New Task)

LWA staff is responsible to assist SJAFCA with the development and implementation of the strategies necessary to facilitate the efficient and successful delivery of SJAFCA's flood risk management program with USACE. Support may also include consultation on other project development strategies and initiatives with the California Department of Water Resources (DWR) and Central Valley Flood Protection Board (CVFPB), as deemed necessary by SJAFCA staff.

SJAFCA is expanding its Federal engagement strategy through increased USACE involvement in the Mossdale Tract. This increased involvement is occurring through two primary Floodplain Management Service (FPMS) program initiatives. Expanded engagement is occurring through both agency staff and consultant participation in FPMS initiatives. These initiatives include (1) development and execution of a screening level risk assessment for the Mossdale Basin in order to better understand with- and without-project condition life safety risk, and; (2) the review of and feedback on the Urban Flood Risk Reduction (UFFR) Feasibility Study in order to form a preliminary federal perspective on the recommended alternative.

A large, well-funded USACE Civil Works Program in the Sacramento District is a significant barrier to the allocation of sufficient/experienced USACE resources to the FPMS Program. The successful execution of FPMS activities requires frequent and proactive coordination by SJAFCA representatives familiar with USACE policy and operating procedures. Federal program consultation can include a broad range of support services to meet program needs. The assistance at this point focuses on advice, consultation, meeting attendance, coordination, and facilitation. Federal program consultation typically includes the following activities:

- Develop concepts, plans or approaches to facilitate improved project/product delivery.
- Meeting participation and support which may include agenda preparation, action item tracking, and meeting summaries.
- Composition of briefing papers on specific policy or program/project delivery issues.
- Review and comment on work products developed by others.

ATTACHMENT 2

Note, LWA has budgeted this task to provide services for a term of 12-months.

Task 8: Federal Feasibility Study Management (New Task)

LWA staff is responsible to assist SJAFCA with their role as non-federal sponsor to USACE in the continuation of the Lower San Joaquin River Feasibility Study in the Mossdale Basin. Support is expected to include assisting SJAFCA with the development and incorporation of locally developed goals, objectives, and constraints into the USACE plan formulation process. It may also include strategic coordination with the California Department of Water Resources (DWR) and Central Valley Flood Protection Board (CVFPB) to establish consensus non-federal sponsor positions associated with various feasibility study issues.

LWA staff would participate as a member on the USACE Project Delivery Team (PDT) on behalf of SJAFCA. This role likely requires clearly communicating the needs, interests, and concerns of the basin in weekly interaction with both USACE and DWR. It also includes facilitating communication between local agencies and other stakeholders as necessary to clearly establish regional needs, interests, and concerns. Examples of specific support activities may include:

- Attend weekly PDT, management, and/or executive meetings with USACE and DWR. Contribute to the planning process by communicating SJAFCA's consensus needs, interests, and concerns. Collaborate with USACE and DWR regarding how to avoid, incorporate, or otherwise address SJAFCA's interests in the study alternatives and/or a locally preferred alternative.
- Attend other study meetings with the public, stakeholders, or affected agencies. Collaborate with USACE and DWR regarding how to communicate study content effectively and how to successfully resolve identified issues.
- Coordinate the review of interim study deliverables and supporting technical documents by USACE. Conduct reviews of work products for political, policy, and technical content for SJAFCA.
- Conduct research and advise SJAFCA regarding current USACE planning policy, procedures, and regulations.
- Assist SJAFCA in determining how to best integrate locally developed goals, objectives, and measures into the USACE plan formulation process.
- Attend key feasibility study meetings and/or workshops, as requested, in support of SJAFCA.

Note, LWA has budgeted this task to provide services for a term of 12-months.

Cost Proposal

LWA has developed a budget estimate to support the additional Scope of Work described above. LWA's cost proposal is presented in **Attachment A**. Attachment A presents the cost to provide the additional services going forward. In order to account for the previously completed work, LWA has restated the costs incurred through November 2019 and determined the total budget to complete the previously completed work plus the additional budget. The additional authorization requested, \$645,310 is the difference between the total cost to complete the scope of work and the previously authorized budget of \$287,890. LWA's current rate sheet covering services provided in 2020 is included as **Attachment B**. Rates in future years would be provided in writing prior to January first.

ATTACHMENT 2

San Joaquin Area Flood Control Agency
Mossdale Tract Program: Finance Plan Implementation & Administration for ULOP
Updated Scope of Work & Budget
December 23, 2019

LWA charges for its services on a direct cost of time and materials basis up to a mutually agreed upon budget amount. The level of effort required is based upon LWA's best estimate of the described scope of services and the term for providing the services. There is a level of uncertainty with the respect to budget and the effort required to complete the identified scope of work and our budget is reflective of this uncertainty. As LWA has done in the past, LWA will work efficiently to manage the costs for this effort. LWA will communicate frequently with SJAFCA and the client team and will provide, on at least a monthly basis as part of our invoices, an update of the cumulative expenditures against the approved budgeted amount to provide as much advanced notice as possible if it is determined that the cost of the services could exceed the authorized budget.

ATTACHMENT 2

San Joaquin Area Flood Control Agency
Mossdale Tract Program: Finance Plan Implementation & Administration for ULOP
Updated Scope of Work & Budget
December 23, 2019

ATTACHMENT A – COST PROPOSAL

ATTACHMENT 2

Larsen Wurzel & Associates, Inc. - Appendix A

SJAFA – Mossdale Tract Program Finance Plan Implementation and Administration for ULOP

Budget Augmentation Request (Estimate)

Task/Description	LWA Staff Hours			Project Asst.	LWA Staff Cost Subtotal	Direct Costs [1]	Task Total [2]
	Principal	Project Manager	Sr. Analyst				
Task 1: Regional Development Impact Fee Program (Update and Administration)							
Task Coordination / Project Management	8	0	8	0	\$3,080		
Update Development Projections	8	0	12	0	\$3,704		
Update Project Costs	12	0	16	0	\$5,244		
Refine Cost Allocation Strategy, Update Tables for Regional Nexus Study	8	0	8	0	\$3,080		
Prepare Admin Draft / PR Draft / Final Nexus Study	16	0	24	8	\$8,368	\$150	
Support Collection Agreements by Jurisdictions	8	0	8	0	\$3,080		
Team Meeting Attendance	16	0	8	0	\$4,912	\$300	
Budget Augmentation Task 1	76	0	84	8	\$31,468	\$450	\$31,900
Current Budget Expended to Date [3] - Task 1							\$35,200
Total Updated Budget Task 1							\$67,100
Task 2: Advance Funding and Fee Crediting Program							
Task Coordination / Project Management	16	0	0	0	\$3,664	\$200	
Administration and Implementation (Budget)	24	0	24	0	\$9,240		
Finalize Tracking & Administration Model	8	0	12	0	\$3,704		
Budget Augmentation Task 2	48	0	36	0	\$16,608	\$200	\$16,800
Current Budget Expended to Date [3] - Task 2							\$23,600
Total Updated Budget Task 2							\$40,400
Task 3: Overlay Assessment District Coordination Support							
Task Coordination / Project Management	72	0	0	0	\$16,488		
Review Draft Materials - Assessment ER	24	0	0	0	\$5,496		
Review Draft Materials - Public Outreach	36	0	0	0	\$8,244		
Team & Meeting Attendance (4 Meetings)	32	0	0	0	\$7,328	\$400	
Budget Augmentation Task 3	164	0	0	0	\$37,556	\$400	\$38,000
Current Budget Expended to Date [3] - Task 3							\$18,700
Total Updated Budget Task 3							\$56,700
Task 4: Annual Adequate Progress Report Update							
Task Coordination / Project Management (Update Meetings)	40	0	24	0	\$12,904	\$600	
Update of Financing Plan & Appendices	40	0	36	0	\$14,776		
Updated Adequate Progress Document (Draft / Final)	32	0	24	16	\$12,992	\$200	
Budget Augmentation Task 4	112	0	84	16	\$40,672	\$200	\$40,900
Current Budget Expended to Date [3] - Task 4							\$52,200
Total Updated Budget Task 4							\$93,100
Task 5: Enhanced Infrastructure Financing District Continued Support							
Task Coordination / Project Management	96	0	0	0	\$21,984		
Finalize Development Absorption Projections with Scenarios	12	0	32	0	\$7,740		
Coordination with Overall Financing Plan	72	0	72	0	\$27,720		
Support for Implementation	72	0	72	0	\$27,720		
Sub-Consultant Support: Economic & Planning Systems [4]						\$170,321	
Sub Consultant: KMTG [4]						\$99,750	
Budget Augmentation Task 5	252	0	176	0	\$85,164	\$270,071	\$355,200
Current Budget Expended to Date [3] - Task 5							\$94,900
Total Updated Budget Task 5							\$450,100
Task 6: Financial Management Services & Agency Budget Support							
Prepare and Compile Budget Estimates	24	0	0	0	\$5,496		
Coordination and Meeting Attendance	192	0	0	0	\$43,968	\$800	
Budget Augmentation Task 6	216	0	0	0	\$49,464	\$800	\$50,300
Current Budget Expended to Date [3] - Task 6							\$20,900
Total Updated Budget Task 6							\$71,200

ATTACHMENT 2

Larsen Wurzel & Associates, Inc. - Appendix A
SJAFA – Mossdale Tract Program Finance Plan Implementation and Administration for ULOP
Budget Augmentation Request (Estimate)

Task/Description	LWA Staff Hours			Project Asst.	LWA Staff Cost Subtotal	Direct Costs [1]	Task Total [2]
	Principal	Project Manager	Sr. Analyst				
New Task 7: Federal Program Consultation							
Task Coordination / Project Management	192	0	0	0	\$43,968	\$800	
Subtotal Task Budget 7	192	0	0	0	\$43,968	\$800	\$44,800
New Task 8: Federal Feasibility Study Management							
Task Coordination / Project Management	144	384	0	0	\$109,008	\$800	
Subtotal Task Budget 8	144	384	0	0	\$109,008	\$800	\$109,800
					Expended to Date	Budget Add [4]	Total Budget
Summary of Budget Augmentation							
Task 1: Regional Development Impact Fee Program (Update and Administration)	76	0	84	8	\$35,200	\$31,900	\$67,100
Task 2: Advance Funding and Fee Crediting Program	48	0	36	0	\$23,600	\$16,800	\$40,400
Task 3: Overlay Assessment District Coordination Support	164	0	0	0	\$18,700	\$38,000	\$56,700
Task 4: Annual Adequate Progress Report Update	112	0	84	16	\$52,200	\$40,900	\$93,100
Task 5: Enhanced Infrastructure Financing District Continued Support	252	0	176	0	\$94,900	\$355,200	\$450,100
Task 6: Financial Management Services & Agency Budget Support	216	0	0	0	\$20,900	\$50,300	\$71,200
Task 7: Federal Program Consultation (New Task)	192	0	0	0	\$0	\$44,800	\$44,800
Task 8: Federal Feasibility Study Management (New Task)	144	384	0	0	\$0	\$109,800	\$109,800
Total Proposed Budget Add (All Tasks)	1,204	384	380	24	\$245,500	\$687,700	\$933,200
					Existing Budget Authorization		\$287,890
					Net Budget Augmentation Request		\$645,310
Billing Rates 2020	\$229	\$198	\$156	\$120			
TOTAL HOURS	1,204	384	380	24			

[1] Direct costs include subconsultant expenses, travel (mileage from Sacramento), reproduction, conference call and other miscellaneous direct expenses including applicable sub-consultant mark up.

[2] Rounded budget to the nearest \$100.

[3] Presents budget expenses through November 2019 services (rounded up to the nearest \$100. December 2019 hours are budgeted within the augmentation request.

[4] EPS and KMTG Budget request reflects remaining budget previously authorized and not yet expended. This ensures that the remaining budget previously authorized is accounted for.

ATTACHMENT 2

San Joaquin Area Flood Control Agency
Mossdale Tract Program: Finance Plan Implementation & Administration for ULOP
Updated Scope of Work & Budget
December 23, 2019

ATTACHMENT B – RATE SHEET

ATTACHMENT 2

Larsen Wurzel & Associates, Inc. Hourly Rate Schedule

Staff Billing Rates	2020*
Principal	\$229
Senior Consultant	\$239-\$281
Supervising Project Manager	\$229
Senior Project Manager	\$218
Associate Project Manager	\$208
Project Manager	\$198
Senior Technical Associate	\$187
Senior Associate	\$177
Associate	\$166
Senior Analyst	\$156
Analyst II	\$140
Analyst I	\$125
Supervising Engineer	\$224
Project Engineer	\$203
Associate Engineer	\$182
Assistant Engineer	\$161
CAD Tech/GIS Specialist	\$140
Junior Engineer	\$130
Intern	\$73
Senior Project Coordinator	\$140
Project Coordinator	\$125
Project Assistant	\$120
Technical Editor	\$104
Clerical Staff	\$86

****Rates will increase on January 1st of each year.***

Automobile mileage is billed at the IRS federal reimbursement rate.

Professional services provided by others billed through LWA are billed at cost plus a service charge of 5%.

Mossdale ULOP Program Financing Plan Task Order



BOARD MEETING
JANUARY 16, 2020

Mossdale ULOP Program Financing Background

- Since 2015, Larsen Wurzel & Associates, Inc. (LWA) has been working with Lathrop & Manteca (and SJAFCA since 2018) to implement the funding and financing program and administer the Adequate Progress Reporting.
- Mossdale Program is currently proposed to be funded by three main mechanisms;
 - Development Impact Fee,
 - Overlay Assessment District, and
 - Enhanced Infrastructure Financing District

In addition, SJAFCA is currently advancing a separate Feasibility Study for a Mossdale ULOP Project to target additional State funding.

Related Work to Date

- Since SJAFCAs Assumed the lead role in 2018 the Board has taken the following funding & financing actions;
 - Approved a loan agreement with the member agencies
 - Implemented the Regional Development Impact Fee
 - Implemented a Credit & Reimbursement Program for the Fee
 - Selected an Assessment Engineer and Public Outreach Consultant for the proposed Assessment District
 - Adopted a Climate Adaptation Policy to address climate change impacts in the Area
 - Completed two years of Adequate Progress Reporting

LWA Current Efforts

- LWA's original contract executed in 2018 provisioned for;
 - One year of support for the development of the Mosssdale Program budget;
 - One year of Adequate Progress Reporting
 - Implementation of the Development Fee and associated Crediting & Reimbursement Program
 - Support for the Implementation of EIFD (scoping and initial coordination efforts with the member agencies)
 - Support for the selection of an Assessment Engineer for the OAD
 - Ongoing financing plan and coordination support for non-local funding efforts

LWA Additional Efforts

- LWA's proposed contract extension would allow for;
 - Update of Financing Plan to address additional costs of Climate Change and associated update to Regional Development Impact Fee (scope-based effort)
 - Continued support for Fee Crediting Program (scope-based effort)
 - Coordination support for the OAD through implementation (scope-based effort)
 - An additional year of Adequate Progress reporting (one year of reporting)
 - Continued support for the Agency's Mossdale Program budget (one year of support)
 - Support for the full implementation of EIFD (scope-based effort)
 - Continued support for the coordination of State and Federal funding (one year of support)

Recommendation

- Staff recommends that the Board Authorize the Executive Director to negotiate and execute a Task Order Amendment No. 1 with LWA

Item	Amount
Current Task Order No. 1	\$287,890
Proposed Amendment No. 1	<u>\$645,310</u>
Total Task Order No. 1	\$933,200

- Recommendation is within the current 2-Year approved budget (2017/18 & 18/19 which has carried over to 19/20).

Agenda Item 5.1

January 16, 2020

TO: San Joaquin Area Flood Control Agency

FROM: Chris Elias, Executive Director

SUBJECT: **SELECTION OF PUBLIC BOARD MEMBER**

RECOMMENDATION

It is recommended the Board of Directors of the San Joaquin Area Flood Control Agency (SJAFCA) take no action at this time, which will continue the appointment of the incumbent (Mike Morowit) as the Public Board member through March of 2021.

DISCUSSION

Background

On November 16, 2017, the Board adopted SJAFCA Resolution No. 17-20 approving the Amended and Restated Joint Exercise of Powers Agreement (JEPA). The JEPA states that the SJAFCA Board will include one member of the public, who shall reside or work within the boundaries of the Agency, appointed by a simple majority of the other Board members for a term as specified in the Bylaws.

On May 29, 2018, the Board adopted SJAFCA Resolution No. 18-13 approving the revision of the Agency's Bylaws. The Bylaws state that the Board will consider a policy for the appointment of a Public Member of the Board of Directors.

On July 19, 2018, the Board adopted SJAFCA Resolution No. 18-14 approving the Policy on the Selection of Public Board Members (Exhibit A). The Board initiated the selection process for an initial term of one year and six months, to include the remainder of 2018 and one year following until March of 2020.

On September 7, 2018, Public Notice was given indicating that SJAFCA was soliciting applications from qualified candidates for appointment to fill the Board Vacancy of a Public Board Member. Only one application was received in response to this Public notice.

On September 20, 2018 at the regular SJAFCA Board meeting, further guidance on selection of the Public Board Member was requested by staff. As a result of this guidance, a recruiting flyer for the position of a Public Board Member was created and distributed on September 27, 2018, to each of the member agencies. Public Notice was given on October 29, 2018, and again on November 5, 2018. These recruiting efforts resulted in the receipt of seven (7) applications.

On February 7, 2019 the Board adopted Resolution No. 19-07 approving the selection and

AGENDA ITEM 5.1

SELECTION OF PUBLIC BOARD MEMBER

confirmation of Mike Morowit as the Public Board Member for a two-year term, despite the earlier resolution which anticipated a one-year term ending at the beginning of 2020.

At the last regular Board meeting staff presented an update on the term of the Public Board Member suggesting that the Board would need to take an action in 2020 based on the timeline contained in Resolution No. 18-14, but staff failed to note the timeline contained in Resolution No. 19-07 which would not require any action.

Present Situation

The selection process for a Public Board Member resulted in the selection and confirmation of a Public Board Member in February 2019, not in 2018 as previously anticipated. Given that the Board already approved the incumbent Public Member for a two-year term scheduled to end in January 2021, staff believes that no further Board action is required at this time. However, if the Board believes that the conflict between the timelines in the two Resolutions should be reconciled the other way, then Board direction and action will be required. Some possible options for the Board include the following:

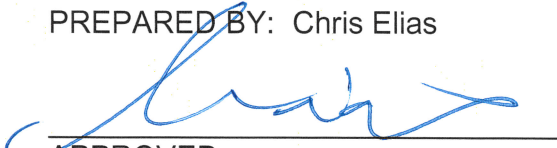
Option 1: NO ACTION REQUIRED: Comply with Board Resolution 19-07 which would allow the incumbent Public Member to complete the tenure scheduled to end in January 2021. Under this Option, the recruitment process to fill the Public Member seat will start by December 2020 in order for the selected candidate to take the Public Member board seat at the March 2021 meeting.

Option 2: DIRECT STAFF TO INITIATE PROCESS NOW: Activate the principle that the incumbent would have completed one-year term by January 2020 as laid out in July 2018 (Policy On the Selection of Public Board Members) and direct staff to initiate another recruitment process for Public Member. Under this Option, the incumbent will also be an eligible candidate to run for Public Member seat. Also, under this option, the Board Resolution 19-07 would be rescinded, and the Public Member seat would remain vacant while the recruitment process runs its course.

RECOMMENDATION

Staff recommends Option 1 above which requires no action. Complying with Board adopted Resolution 19-07 will enable the Board to continue to assess the value of Public Member position as a voice that represents the general public as part of its policy deliberations.

PREPARED BY: Chris Elias


APPROVED:
CHRIS ELIAS
EXECUTIVE DIRECTOR

CE:dc

Agenda Item 5.2

January 16, 2020

TO: San Joaquin Area Flood Control Agency

FROM: Scott L. Shapiro, General Counsel

SUBJECT: **INFORMATIONAL BRIEFING ON GOVERNMENT CODE SECTION 1090**

RECOMMENDATION

The Board of Directors receive information on the requirements of Government Code section 1090 as they relate to Agency decision-making.

DISCUSSION

Background

Broadly speaking, California Government Code Section 1090 prohibits public officers and employees, while acting in their official capacities, from making contracts in which they are financially interested. Section 1090 focuses on financial interests, other than remote or minimal interests, that prevent public officials and employees from exercising absolute loyalty and undivided allegiance in furthering the best interests of their agencies. (Stigall v. Taft (1962) 58 Cal.2d 565, 569.) Section 1090 is intended “not only to strike at actual impropriety, but also to strike at the appearance of impropriety.” (City of Imperial Beach v. Bailey (1980) 103 Cal.App.3d 191, 197.) Importantly, the prohibition applies regardless of whether the terms of the contract are fair and equitable to all parties, or even beneficial to the agency. (Id. at pp. 646-649.)

There are three core elements required to find a violation of section 1090: (1) the official participated in the making of a contract in his or her official capacity; (2) the official had a cognizable financial interest in that contract; and (3) the financial interest does not fall within any of the statutory exceptions for remote or non-interests. (Lexin v. Superior Court (2010) 47 Cal.4th 1050, 1074.) In 2014, the state legislature granted authority to the Fair Political Practices Commission (FPPC), which already provides advice and enforcement on conflicts of interest under the Political Reform Act, to now provide advice and enforce Section 1090 as well.

The FPPC employs a six-step analysis to determine whether Section 1090 prohibits a public entity from entering a contract:

1. Is the official subject to the provisions of Section 1090?
2. Does the decision at issue involve a contract?
3. Is the official making or participating in making a contract?
4. Does the official have a financial interest in the contract?
5. Does either a remote-interest or non-interest exception apply?

AGENDA ITEM 5.2

6. Does the rule of necessity apply?

At the Board Meeting, Agency Counsel will present an overview on how the FPPC and the Courts apply this six-step process. Upon request, any Board member or Agency official who is unsure of any right or obligation arising under this code may request a formal opinion or letter of advice from the General Counsel.

Strategic Plan Consideration

The informational briefing in this report are consistent with Goal #2 of the Board-adopted Strategic Plan, "Drive for Operational Transparency". Under this goal, the Agency makes its meetings, finances, and project and program work transparent.

PREPARED BY: Scott L. Shapiro, General Counsel

APPROVED BY:

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

CHRIS ELIAS
EXECUTIVE DIRECTOR

Agenda Item 5.3

January 16, 2020

TO: San Joaquin Area Flood Control Agency

FROM: Chris Elias, Executive Director

SUBJECT: **CONSIDER ENDORSING A RECOMMENDATION FOR SAN JOAQUIN COUNTY TO EXPLORE AND INVESTIGATE A POTENTIAL WATER-RELATED SALES TAX MEASURE**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency endorse San Joaquin County's exploration and investigation of a potential water-related sales tax measure while continuing to pursue the funding necessary for ongoing projects and the operations and maintenance of existing State Plan of Flood Control (SPFC) facilities.

DISCUSSION

Background

Water resources infrastructure projects in San Joaquin County are currently funded by a variety of local, state, and federal sources. Supervisor Chuck Winn has proposed that San Joaquin County explore and investigate a potential water-related sales tax measure. SJAFCA has been informed that flood protection infrastructure could be funded under a successful sales tax measure.

Present Situation

SJAFCA's staff is supportive of endorsing and investigating any potential funding source that supports the construction, operation, and maintenance of essential water infrastructure, including facilities reducing the risk to person and property from flood waters. However, the exploration of new funding sources should not preclude efforts to secure other funding sources that 1) support projects with planning and/or construction underway, and 2) provide for the operations and maintenance of existing SPFC facilities. Examples of such funding sources include the Mossdale Tract Overlay Assessment and Enhanced Infrastructure Financing District and the proposed Flood-CALM Assessment.

FISCAL IMPACT

The Agency has several ongoing projects, such as the Mossdale Tract Urban Level of Flood Protection project and the first increment of the Lower San Joaquin River Project

January 16, 2020

**CONSIDER ENDORSING A RECOMMENDATION FOR SAN JOAQUIN COUNTY TO
EXPLORE AND INVESTIGATE A POTENTIAL WATER-RELATED SALES TAX
MEASURE**

(Page 2)

that will require local investment in the very near term. Additionally, the Agency has existing agreements with the Central Valley Flood Protection Board that obligates the Agency to maintain and operate SPFC facilities in compliance with state and federal regulations. The cost for the latter is currently exceeding the Agency's assessment revenue collected for that purpose, requiring the use of reserve funds to cover related budget shortfalls. The County's proposed Flood-CALM assessment includes funding for the operations and maintenance of SJAFCA's SPFC facilities. However, implementation of assessment balloting has been delayed in part due to discussions about the potential sales tax measure. A sales tax initiative may take several years to plan and will require voter support for implementation. In the interim, it's important that the investigation of a water-related sales tax doesn't interfere with other efforts to secure critical funding, especially for programs that reduce the probability and consequences of flooding.

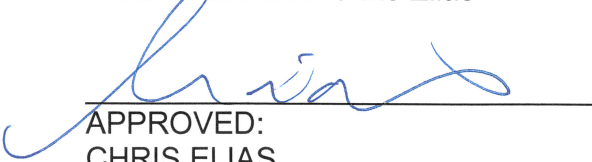
Strategic Plan Consistency Analysis

Support for the exploration and investigation of a potential water-related sales tax measure is consistent with Goal #3 of the Board-adopted Strategic Plan, "Facilitate Funding Structures that are Most Beneficial to Local Interests." Under this goal, the Agency is supportive of evaluating the benefits associated with a variety of funding mechanisms to pay for the construction of flood-related infrastructure.

SUMMARY

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency endorse San Joaquin County's exploration and investigation of a potential water-related sales tax measure while continuing to pursue the funding necessary for ongoing projects and the operations and maintenance of existing SPFC facilities.

PREPARED BY: Chris Elias



APPROVED:
CHRIS ELIAS
EXECUTIVE DIRECTOR

CE:dc

RESOLUTION NO. SJAFCA 20-06

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**

=====

**RESOLUTION TO ENDORSE A RECOMMENDATION FOR
SAN JOAQUIN COUNTY TO EXPLORE AND INVESTIGATE A
POTENTIAL WATER-RELATED SALES TAX MEASURE**

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

- Staff endorses San Joaquin County's exploration and investigation of a potential water-related sales tax measure while continuing to pursue the funding necessary for ongoing projects and the operations and maintenance of existing State Plan of Flood Control facilities

PASSED, APPROVED AND ADOPTED this 16th day of January 2020.

_____, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

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

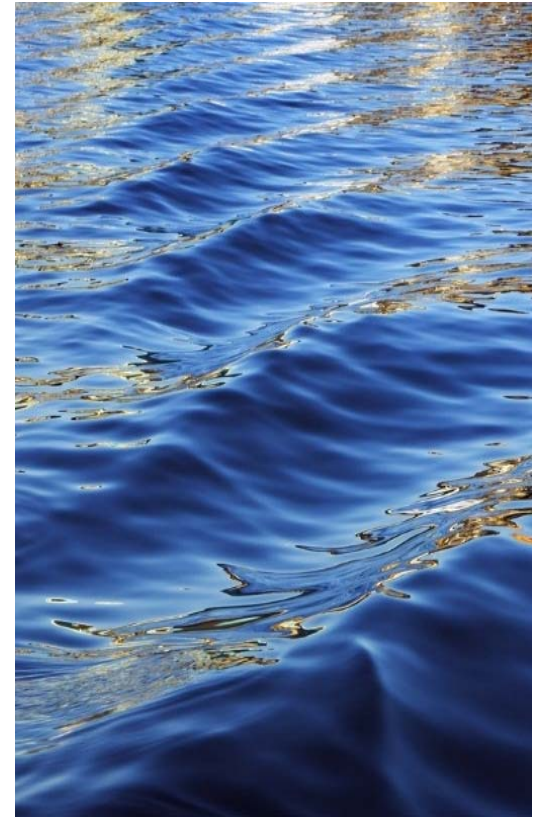
APPROVED AS TO FORM:

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

SJAFCA

SALES TAX PRESENTATION

JANUARY 16, 2020



History

- As long as people have tried to live in California's arid regions, they have found moving and storing water to be essential for survival.
- Spanish missionaries and military colonizers built some of the first aqueducts in the state to capture and move water from fairly modest rivers, such as the Los Angeles River, to their missions to support their communities.
- After California became a state, much of the land in the San Joaquin Valley was initially used for ranching, but with the discovery of high-quality soil, and a new railroad offering access to markets all over the nation, there occurred a shift to farming.

History

- The enactment of the Wright Act of 1887 allowed farmers to create irrigation districts, which issued general obligation bonds to build infrastructure and then assess water delivery and property tax fees to pay off the value and interest of those bonds.
- Because of such districts, smaller scale farming was able to survive the early 20th Century in the Central Valley.

History

- Private or cooperative canal companies were established in the late 19th and early 20th centuries to supply water to farmers on land distant from natural water sources.
- Water was distributed according to priorities established under the doctrine of appropriative rights.
- By the 1920s, it was clear that even with irrigation districts, region-wide agriculture was unsustainable.

History

- Irrigation districts had trouble selling bonds to raise capital, and too many growers still relied on underground aquifers with rapidly falling water tables.
- In response, the state designed a plan to construct a large dam to capture much of the annual flow of the Sacramento River, build canals to ship the river's water out of the San Joaquin-Sacramento River Delta and send it to farmers throughout much of the Central Valley.

History

- Ultimately, it fell to the federal government's Bureau of Reclamation to build this system, now called the Central Valley Project (CVP), which expanded it to include another large dam on the San Joaquin River.
- Water captured behind Shasta and Friant dams was shipped to Valley farmers through the Delta-Mendota, Friant-Kern, and Madera canals making relatively sustainable agriculture possible.
- The state followed with its own massive infrastructure project centered around Oroville Dam on the Feather River and the California Aqueduct.

History

- The CVP and State Water Project (SWP), and their joint expansion with the San Luis Unit in the 1960s, were funded to a large extent by general obligation bonds and congressional appropriations with requirements that beneficiaries gradually repay the costs.
- By the 1970s, state and federal funding for water infrastructure development began to dry up.

History

- Today, it is questionable whether the federal government will follow through with their efforts to store more water by raising Shasta Dam on the Sacramento River.
- Coupled with the state's decision not to fund the building of a new dam for more storage on the San Joaquin River at Temperance Flat, coupled with a new emphasis on building and preserving groundwater supplies, the infrastructure focus has turned back to local water agencies and utilities.



History

- The 2014 State Groundwater Management Act (SGMA) only accelerates this shift in priorities.
- Unfortunately, it is much harder for local agencies to coordinate the building of large infrastructure projects, nor do most have the financial resources to pay for them.
- The user fees that many local water agencies have tried to rely on for support are inadequate to finance the maintenance and repair of the aging infrastructure they already have.

History

- In California, most water infrastructure is funded by local government agencies, but restrictions placed in the state constitution by voters, most notably Propositions 13 and 218, place severe limits on their ability to fund the maintenance of existing structures or build anything new.
- For local water agencies to be able to cope with the future, which climate change makes even more unpredictable, some form of broad, equitable, and sustainable funding mechanism and governance structure needs to be developed.



History

- California's Little Hoover Commission in 2010 said that without a radical re-design at the local level, the state has no hope of solving its water problems.
- Funding for building and maintaining water infrastructure, big and small, will most likely have to be raised by public agencies now and into the future.
- The question is how do they do that?



General Obligation And Revenue Bonds

- Funding for building and maintaining water infrastructure, big and small, will most likely have to be raised by public agencies now and into the future by issuing “general obligation bonds.”
- These investments provide public agencies with the capital they need to build infrastructure projects.
- Government backed bonds have always been popular with investors because the interest income is guaranteed and, very often, tax-exempt.

General Obligation And Revenue Bonds

- This has benefitted the public sector as well, because bonds can be issued at lower interest rates, sometimes as low as 4%, and still attract investors.
- Paying off the debt incurred by the bonds has generally sat well with government officials and most voters because of the “public good” nature of the water infrastructure built with bond revenue.

General Obligation And Revenue Bonds

- Unfortunately, general obligation bonds have proven so popular that they have arguably been over-used as a financing vehicle.
- Between 2000 and 2018, California voters approved eight general obligation bond issuances supporting water infrastructure, totaling about \$24 billion.
- The rejection of a ninth bond, Proposition 3 in 2018, suggests that voters' comfort with growing state debt because of water may be waning.



General Obligation And Revenue Bonds

- Organized environmental interests have also raised concerns that using bonds means the public is subsidizing wealthy farmers who can afford to pay more of their fair share.
- Moreover, the state has such a large debt obligation to pay now that other spending priorities and pension obligations cannot be easily met.

Financing

- Without bonds or support from the state or federal governments, there are really only four practical sources of revenue for local agencies to use for water infrastructure: fees, taxes, fines, and local bonds which are just loans that need to be paid back with interest.
- Fines are a politically unpalatable and unstable source of revenue, so the focus here is on taxes and fees, as well as ways of involving the private sector in financing.



Financing

- Given that water fees are often some of the lowest utility bills that consumers pay in the United States, there is a strong argument to be made that water pricing can be used more aggressively to rebuild infrastructure and reduce the demand for water.
- Proposition 218 limits may exist on the degree to which such user fees can be imposed, but there may also be enough flexibility in those restrictions to make it work.

Public Private Partnerships

- Public-private partnerships can be the solution to financing water infrastructure, so much so that even the California Department of Water Resources advocated such approaches in its 2013 Water Plan Update.
- While such projects involve some degree of private sector business participation, they only account for 15% of all public sector infrastructure projects.
- They are widely used in other developed nations such as Canada, Australia, Spain, Italy and the United Kingdom.
- In California, though, very few water infrastructure projects can be truly labeled as public-private partnerships, though the desalination plant built in Carlsbad is one.

Parcel Tax

- While Proposition 13 limits the assessment of taxes on the value of property, the parcel tax is a flat-tax merely assessed on the ownership of property.
- In other words, all property is assessed at the same rate (usually per square foot) regardless of how much property is owned or what is done with the property to increase its value.
- Many unincorporated rural communities have successfully used parcel taxes to fund school construction, maintain fire and police services, and even use the revenue for parks and libraries.

Parcel Tax

- A parcel tax requires the approval of two-thirds of all voters in the jurisdiction to be assessed, which can be a high bar.
- Nonetheless, between 2002 and 2012, about 700 parcel tax measures went on to local ballots and over half were passed.



California Taxes

- Generally, local taxes in California are of two types, general and special, and this affects how they are imposed and what they can be used for.
- A general tax can be imposed on people within a geographic area, provided that a majority of them have voted for it, and the revenue raised can be used for most any purpose, including infrastructure.
- The downside for public officials hoping to use this revenue for infrastructure is that its unrestricted nature may concern voters that the proceeds will be spent on other priorities.

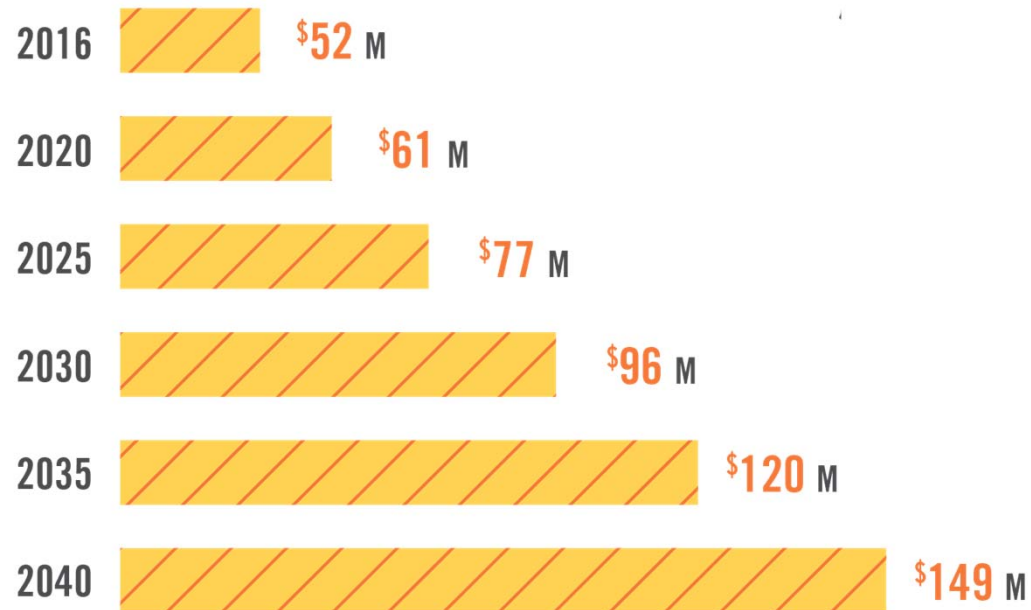
California Taxes

- Two safeguards which have reduced concern for the public are an oversight committee and a date the tax will terminate.
- Alternatively, special taxes may be raised and used for specific projects, such as financing water infrastructure, but the voter threshold for such targeted taxes is two-thirds.



MEASURE K REVENUE PROJECTIONS

FUTURE PROJECTED REVENUE



Estimated Sales Tax Revenue 2021-50

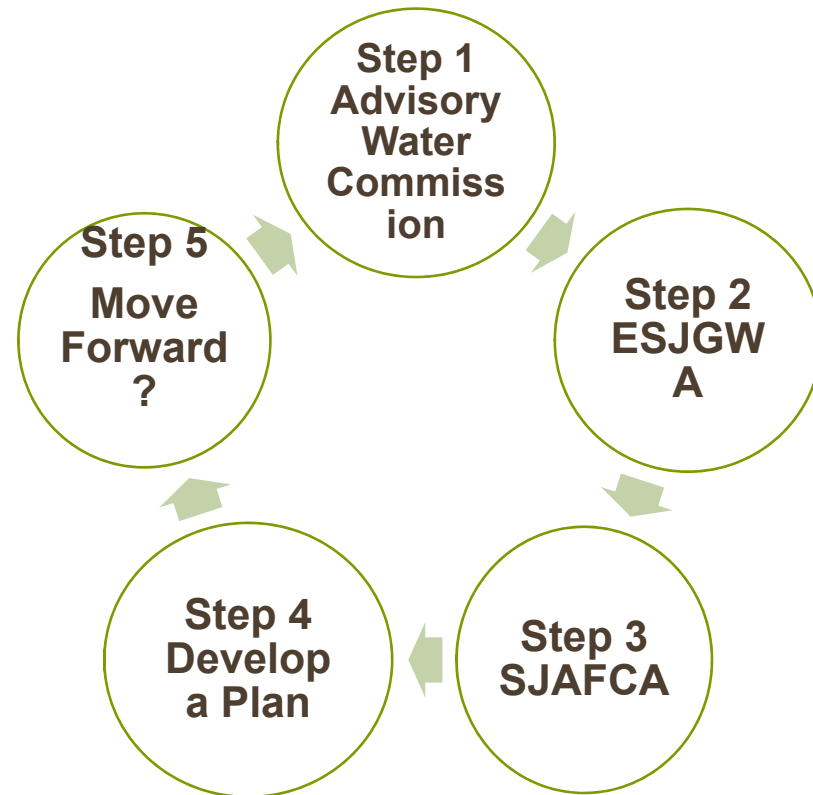
- \$3,954 B
- More realistic estimate is between \$3B and \$4B

County-Wide Water Resource Projects

Project Type	Number of Projects	Yield/Benefit (KAF/YR)	Capital Cost
Conservation	7	116	\$364,550,000
Flood Management	4		\$1,757,500,000
Water Quality	1		\$80,000
Supply Enhancement	10	272.5	\$584,230,000
Recharge	16	103	\$306,034,000
Other	2	10	\$9,050,000
Total	40	501.5	\$3,021,744,000

Process For Implementation Of Sales Tax

- Water Advisory Commission
- Groundwater Authority
- SJAFCA
- Develop a Plan
- Move Forward?



QUESTIONS?



**End of Agenda
Packet**