



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

BOARD OF DIRECTORS

City of Stockton

Jesús Andrade
Dan Wright
Alt. Sol Jobrack

Public Member

Mike Morowit

San Joaquin County

Katherine M. Miller
Chuck Winn, Vice-Chair
Alt. Miguel Villapudua

City of Manteca

Jose Nuño
Gary Singh, Chair

Executive Director

Chris Elias

City of Lathrop

Paul Akinjo
Diane Lazard

BOARD MEETING

THURSDAY, OCTOBER 15, 2020

9:00 A.M.

AGENDA IN LIGHT OF COVID-19

In Compliance with CA Executive Order N-29-20, members of the Board of Directors will participate in this meeting remotely. Members of the public may also participate in the meeting remotely.

TO JOIN MEETING:	
by Phone:	by Computer:
+1-415-655-0001 Access Code: 126 354 4165#	Click on this link: https://sanjoaquinareafloodcontrolagency.my.webex.com/meet/leanne.randall

All callers will initially be muted until unmuted by the moderator. Any member of the public on the telephone may speak during Public Comment once unmuted or may email public comments to SJAFCA@stocktonca.gov and up to two minutes of comments will be read from each member of the public.

1. CALL TO ORDER / ROLL CALL
2. PLEDGE TO FLAG

3. PROCLAMATION

- A. Proclamation recognizing Assemblywoman Susan Talamantes Eggman and Senator Cathleen Galgiani as co-authors of AB 838 which was successfully passed by California Legislature and signed into law by Governor Gavin Newsom on September 28, 2020.
- B. Remarks by Assemblywoman Susan Talamantes Eggman and Senator Cathleen Galgiani

4. CONSENT ITEMS

- 4.1) Approve minutes of the Board meeting of September 17, 2020

5. NEW BUSINESS

- 5.1) Approve agreement with Peterson Brustad, Inc. to support the California Department of Water Resources' Regional Flood Management Plan

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. 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 4.1

**MINUTES
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
BOARD MEETING OF SEPTEMBER 17, 2020**

STOCKTON, CALIFORNIA

In light of COV/0-19 and in compliance with CA Executive Order N-29-20, the majority of members of the Board of Directors participated in this meeting remotely by teleconference. Members of the public were also permitted to participate in this meeting remotely by teleconference. An option was also given to email public comments to SJAFCA@stocktonca.gov or to speak via the teleconference during public comment times. In compliance with C.O.C. recommendations, all those who physically attended the meeting sat with six feet of space between them and observed other recommended hygiene practices.

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

Roll Call

Present:

Director Akinjo
Director Andrade
Director Miller
Director Morowit
Director Nuno
Director Singh

Absent:

Director Lazard
Director Winn

Director Wright was not present during Roll Call. He arrived at 9:11AM.

The following participated in this meeting via teleconferencing :

- *Director Akinjo*
- *Director Andrade*
- *Director Miller*
- *Director Morowit*
- *Director Nufio*
- *Director Singh*
- *Director Wright*

2. PLEDGE TO FLAG 9:03 AM

3. CONSENT ITEMS 9:03 AM

3.1) Approve minutes of the Board Meeting of July 16, 2020

PUBLIC COMMENT

- Terra Land Group (TLG) submitted written comments. Their comments for 3.1 were read aloud for all participating in the meeting to hear **9:04 AM**

- 3.2) Authorization to execute Amendment No. 1 to professional services agreement with Peterson Brustand, Inc., for additional services for the Mossdale Tract UFRR Feasibility Study.

PUBLIC COMMENT

- Terra Land Group (TLG) submitted written comments. Their comments for 3.2 were read aloud for all participating in the meeting to hear. **9:06AM**
- Dominick Gulli submitted written comments. His comments for 3.2 were read aloud for all participating in the meeting to hear. **9:08 AM**

Motion: To approve Minutes of the Board Meeting of July 16, 2020 and to Authorize to execute Amendment No. 1 to professional services agreement with Peterson Brustand, Inc., for additional services for the Mossdale Tract UFRR Feasibility Study.

Moved by: Director Miller, seconded by Director Morowit

Vote: Motion carried 7-0

Yes: Director Akinjo, Director Andrade, Director Miller, Director Morowit
Director Nuño, Director Singh, and Director Wright

Absent: Director Lazard, Director Winn

4. NON-CONSENT ITEMS 9:12 AM

- 4.1) Organizational planning – Strategic Plan Goals Update

Update provided.

PUBLIC COMMENT

- Terra Land Group (TLG) submitted written comments. Their comments for 4.1 were read aloud for all participating in the meeting to hear. **9:38 AM**

- 4.2) Implementation Plan Execution – Lower San Joaquin River Project Funding Evaluation by Willdan.

PUBLIC COMMENT

- Terra Land Group (TLG) submitted written comments. Their comments for 4.2 were read aloud for all participating in the meeting to hear **10:02 AM**
- Dominick Gulli submitted written comments. His comments for 4.2 were read aloud for all participating in the meeting to hear. **9:08 AM**

Motion: Implementation Plan Execution – Lower San Joaquin River Project Funding Evaluation by Willdan
Moved by: Director Morowit, seconded by Director Akinjo
Vote: Motion carried 7-0
Yes: Director Akinjo, Director Andrade, Director Miller, Director Morowit, Director Nuño, Director Singh, and Director Wright
Absent: Director Lazard, Director Winn

4.3) Authorizing the Executive Director to enter into a service agreement with Schwartz, Giannini, Lantsberger and Adamson for agency annual financial audit.

PUBLIC COMMENT

- Terra Land Group (TLG) submitted written comments for Agenda Item 4.3, however their comments were not applicable to this agenda item.
10:07 AM

Motion: Authorizing the Executive Director to enter into a service agreement with Schwartz, Giannini, Lantsberger and Adamson for agency annual financial audit.
Moved by: Director Wright, seconded by Director Miller
Vote: Motion carried 7-0
Yes: Director Akinjo, Director Andrade, Director Miller, Director Morowit, Director Nuño, Director Singh, and Director Wright
Abstain: None
Absent: Director Lazard, Director Winn

5. ORAL REPORT FROM EXECUTIVE DIRECTOR 10:12 AM

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

PUBLIC COMMENT

- Dominick Gulli submitted written comments. His comments for 5.1 were read aloud for all participating in the meeting to hear. **10:31 AM**

6. PUBLIC COMMENTS

- Dominick Gulli submitted written comments, but verbally shared his comments for all participating in the meeting to hear **10:37 AM**

7. BOARD QUESTIONS, COMMENTS, ACTIONS 10:38 AM

8. ADJOURNMENT 10:38 AM

The meeting adjourned at 10:38 AM. The next meeting is scheduled for 9:00 AM on October 15, 2020.



CHRIS ELIAS
EXECUTIVE DIRECTOR
SAN JOAQUIN AREA FLOOD
CONTROL AGENCY

17 SEPTEMBER 2020 SJAFCA Meeting Minutes

Agenda Item 5.1

October 15, 2020

TO: San Joaquin Area Flood Control Agency

FROM: Chris Elias, Executive Director

SUBJECT: **APPROVE AGREEMENT WITH PETERSON BRUSTAD, INC. TO SUPPORT THE CALIFORNIA DEPARTMENT OF WATER RESOURCES' REGIONAL FLOOD MANAGEMENT PLAN**

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 execute a Contractual Services Agreement with Peterson Brustad, Inc. (PBI) to support the California Department of Water Resources' (DWR) Lower San Joaquin River and Delta South Regional Flood Management Plan (RFMP).

DISCUSSION

Background

On behalf of, and under an ongoing consulting services agreement with SJAFCA, PBI led the development of the original Lower San Joaquin River and Delta South RFMP (2013 -2014), and the 2017 RFMP update for the 2017 Central Valley Flood Protection Plan (CVFPP) effort. That agreement expired on June 30, 2020.

On July 1, 2020, the DWR and SJAFCA entered into a new agreement No. 4600013707 in the total amount of \$850,000 to support DWR's development of the 2022 Central Valley Flood Protection Plan (CVFPP) and related regional flood management initiatives. The agreement with DWR extends through June 30, 2023.

On September 16, 2020, the DWR and SJAFCA held the project kick-off meeting. At the meeting, DWR published the RFMP scope of work and requested that SJAFCA perform this work as the representative for the Lower San Joaquin River and Delta South Region. The RFMP effort will provide regional input to the Draft 2022 CVFPP which will be published by the end of 2021. The RFMP input to the CVFPP includes topics covering the following disciplines:

- Flood Exposure & Risk Reduction
- Implementation Progress and Accomplishments
- Performance Tracking
- SSIA Refinement
- Conservation Strategy
- Climate Change
- Investment Strategy
- Financial Planning and Funding Support
- Regional Governance
- Policy Issues & Recommendations

To comply with the DWR request in a timely manner, and in recognition of PBI's extensive institutional knowledge of the RFMP process and the local and regional stakeholders, SJAFCA entered into contract negotiations with PBI to support this effort.

Separately, on September 17, 2020, the SJAFCA Board authorized staff to negotiate and enter into a contract with Willdan Financial Services' to prepare a feasibility analysis of an assessment to fund the LSJR Project. As noted in September, portions of the Scope of Work for the RFMP grant include Financial Planning and Funding Support as well as Institutional Barriers and Process Improvement tasks. The scope of work under these tasks is consistent with the Willdan assessment district feasibility analysis that includes the required evaluation of an assessment district consistent with applicable state legislation and in compliance with the Proposition 218 provisions of the California Constitution. SJAFCA staff expect to allocate a portion of the RFMP budget to the previously authorized Willdan effort. The amount of funding allocated will be a function of the scope of work and associated costs as SJAFCA staff negotiates with other consulting firms.

SJAFCA staff intends to enter into negotiations and scope additional smaller task orders to support the RFMP work with Larsen Wurzel and Associates, Inc. (LWA), MBK Engineers, HDR Inc., River Partners Inc., UC Davis technical services, Kim Floyd Communications (KFC), and Kjeldsen, Sinnock, and Neudeck, Inc. (KSN), to support SJAFCA and PBI efforts within each consultant's discipline and expertise.

Present Situation

To timely perform the tasks requested by DWR to provide regional input to the Draft 2022 CVFPP, SJAFCA staff recommends the Board to authorize the Executive Director to enter into agreement with PBI in the amount of \$435,000 to support this effort. This agreement will expire June 30, 2023.

Fiscal Impact

This project does not affect the FY20-21 budget as it is fully funded by the California Department of Water Resources.

Strategic Plan Consistency Analysis

Approval of this agreement with PBI to support the RFMP update for the CVFPP is consistent with the Mission and Goals of the Board-adopted Strategic Plan, specifically Goal 1 to Plan for and Implement System Resiliency and Goal 3 Facilitate Funding Structures that are Most Beneficial to Local Interests.

APPROVED BY:


Chris Elias
Executive Director

CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT is made at Stockton, California, as of **September 1, 2020**, by and between the SAN JOAQUIN AREA FLOOD CONTROL AGENCY ("Agency"), and Peterson Brustad, Inc. ("Consultant"), who agree as follows:

1. **SERVICES**. Subject to the terms and conditions set forth in this Agreement, Consultant shall support the Agency, and as directed by the Agency, to perform the services described 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 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:

Michael Rossiter
Peterson Brustad, Inc.
80 Blue Ravine Road, Suite 280
Folsom, CA 95630

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

Executed as of the day first above stated:

Peterson Brustad

By: _____
Karl Brustad

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

By: _____
Chris Elias
Executive Director

Approved as to Form:

By: _____
Scott L. Shapiro
General Counsel

EXHIBIT A

SCOPE OF SERVICES

TASK 1 - PROJECT ADMINISTRATION, MANAGEMENT, AND REPORTING

Efforts under this task will include the following types of activities related to grant administration and contract management, as well as internal team coordination:

- Tracking and managing budget and expenditures Tracking and managing schedule and tasks
- Scheduling and facilitating recurring internal project team meetings and/or conference calls
- Preparing quarterly invoices
- Developing and submitting quarterly progress reports to DWR within 60 days of end of quarter

Task 1 Deliverables:

- *Quarterly Invoices and Progress Reports within 60 days of completion of the quarter*
- *Meeting summaries*

TASK 2 - COMMUNICATION AND ENGAGEMENT

Efforts under this task will be focused on continued stakeholder engagement and outreach. Stakeholders include all internal regional stakeholders; the Working Groups of adjacent Regions with interest in implementing the CVFPP to include environmental interests, tribes and any interested parties; and State and Federal agencies with ongoing studies, projects and regulatory responsibilities that affect the Region. Activities under this task include:

- Coordinating and conducting regular regional meetings for the purpose of sharing information and updates on relevant flood management topics and the progress of the CVFPP implementation
- Attending Coordinating Committee meetings, CVFPB Workgroup meetings,

CVFPB Workshops, CVFPB Levee Inspection Compliance Program, CVFPB Advisory Committee, OMRR&R Meetings, and other RFMP Regional meetings

- Managing the Lower San Joaquin Delta South Regional/RFMP website with updated information regarding the Region, RFMP process, and the CVFPP
- Meetings and presentations to regional stakeholders Developing and distributing outreach materials Small group meetings with targeted stakeholders
- Participating in coordination meetings with DWR, other resource agencies, and other government entities
- Coordinating with LMAs on issues such as OMRR&R of SPFC facilities, maintaining active PL84-99 status, and inspection protocols
- Continuing engagement with local stakeholders including landowners and the public in regional flood management activities
- Managing email notifications and list serves Tracking relevant news and funding opportunities
- Relaying information to regional stakeholders via email, the RFMP website, or other means

Task 2 Deliverables:

- *Draft and Final Stakeholder Engagement Plan*
- *Meeting materials, agendas, and notes*
- *Periodic stakeholder outreach emails*
- *Website content*

TASK 3 - RFMP ACTIVITY UPDATES AND PARTICIPATION IN 2022 CVFPP UPDATE

Efforts under this task will be focused on providing status updated of the region's 2014 RFMP as well as providing input on the 2022 CVFPP update. A review of the region's 2014 RFMP will be conducted and status updates will be gathered from the LMAs on actions and accomplishments since the last RFMP. Regional priorities will be updated if necessary. Additionally, as DWR is preparing the 2022 CVFPP and its associated documents, the region will engage with DWR and CVFPB throughout the process to provide input from the region's perspective. Activities under this task will include:

- Meetings and communications with LMAs and stakeholders Gathering status updates on the 2014 RFMP project list
- Developing an updated Project List table including updated costs, schedule, project type for 2014 projects, change in status of 2014 projects, new projects, and prioritizations Reevaluating regional priorities
- Meetings and coordination with DWR's 2022 CVFPP team Reviewing CVFPP technical deliverables
- Reviewing other CVFPP interim deliverables to provide regional perspectives

Task 3 Deliverables:

- *Updated Project List*
- *Summary of changes from 2014 project list to new project list*
- *Summary of progress made in advancing projects since 2014*
- *Updated priorities White Paper*

TASK 4 - FINANCIAL PLANNING AND FUNDING SUPPORT

Efforts under this task are intended to advance the information developed in the original RFMP by utilizing data developed as part of flood risk reduction projects, feasibility studies, and any Proposition 218 election analyses that have been performed since the original data was gathered. Additionally, this task aims to study a more comprehensive, long-term strategy for local funding mechanisms that can be used to finance flood protection initiatives and potentially consolidate local funding programs. Activities under this task will include:

- Analysis to identify the current funding status for flood management activities within the region
- Financial analysis and support to identify and pursue potential State or Federal funding mechanisms
- Financial and technical planning and activities to pursue and secure additional local funding shares including obtaining grant funding for technical studies, project development, and/or implementation (as needed/requested) that will help advance regional implementation projects

Task 4 Deliverables:

- *Updated Regional Financial Plan*

- *Grant applications (if needed/requested)*

TASK 5 - REGIONAL GOVERNANCE

Efforts under this task will be focused on evaluating opportunities for improved governance and developing organizational structure so the Region can effectively engage in flood risk management from a Regional perspective. Activities under this task include:

- Evaluate opportunities for improved governance and explore the viability of establishing new governance framework(s) to improve how local stakeholders can effectively engage in regional flood risk management planning and action implementation.
- Facilitate stakeholder-driven discussion and coordination on maintenance activities, funding, and project development, as well as the exploration of options for greater regional flood management cooperation and governance.

Task 5 Deliverables:

- *Stakeholder meeting summaries*
- *Regional Governance White Paper (summarizing stakeholder engagement and providing recommendation)*

TASK 6 - MULTI-BENEFIT OPPORTUNITIES AND PERFORMANCE TRACKING

Efforts under this task will be focused on facilitating the development and enhancement of multi-benefit projects in the region. To promote multi-benefit opportunities and ecosystem functions, and to identify multi-benefit features that can be woven into the regions flood protection projects. Activities under this task include:

- Studying multi-benefit opportunities at both a project and a regional scale
- Conceptual planning and recommendations for the identified multi-benefit opportunities

Task 6 Deliverables:

- *Draft and final technical memorandum or report summarizing conceptual planning and recommendations for the identified multi-benefit opportunities.*

TASK 7 - REGIONAL CLIMATE RESILIENCE

Efforts under this task will be focused on conducting workshops with regional stakeholders to gather their stories about climate change, and compile and synthesize stories to identify common themes. The central goal of these workshops will be to engage in discussions around current on- the-ground climate change impacts and perspectives, and how these relate to what the modeling and forecasts tell us about future conditions. Activities under this task include:

- Identifying information needs related to stakeholder understanding of climate change impacts and projections
- Identifying management and restoration actions that can build climate resilience Developing a common vision for what climate resilience means

Task 7 Deliverables:

- *Workshop agendas, notes, and materials – posted on website*
- *Draft and final technical memorandum: Climate Resilience Perspectives in the Lower San Joaquin Delta South Region*

TASK 8 - INSTITUTIONAL BARRIERS AND PROCESS IMPROVEMENTS

Efforts under this task will be focused on identifying, assessing, and addressing institutional barriers which hinder both ongoing flood risk management efforts, and future implementation of flood risk reduction actions. Activities under this task include:

- Developing stable institutional structures, coordination protocols, and financial frameworks that enable effective and adaptive integrated flood management
- Developing and advancing long term remediation plans with the goal of restoring and maintaining PL84-99 eligibility for the levee systems within the regions
- Provide non-structural flood risk reduction support, such as improved flood emergency preparedness will be an integral component of the overall regional suite of flood risk reduction measures.

Task 8 Deliverables:

- *Draft and final technical memorandums to address specific process or technical issues*

- *Meeting summaries*

TASK 9 - NFIP-RELATED ACTIVITIES

Efforts under this task will be focused on coordination and support activities associated with FEMA NFIP reform and FEMA re-mapping efforts. Activities under this task include:

- Coordinating and supporting activities associated with FEMA NFIP reform and re-mapping efforts, including supporting Congressional legislations to establish a FEMA flood zone for agriculturally based communities
- Developing flood hazard maps, including all necessary studies and surveys

Task 9 Deliverables:

- *White Paper summarizing findings and providing recommendations for NFIP related activities*

TASK 10 - REGION-SPECIFIC ACTIVITIES

Efforts under this task will be focused on supporting regional activities to improve water resource objective that related to flood risk reduction, habitat enhancement, sustaining agricultural viability, improved water quality and reliability, or/and to increase recreational opportunities.

Task 10 Deliverables:

- *White paper relevant to Region specific activities*

TERM

The term of this Agreement shall be from the date of execution through **June 30, 2023**, unless otherwise amended or terminated by the Agency.

EXHIBIT B

PAYMENT SCHEDULE

Agency shall pay Consultant an amount not to exceed the total sum of **Four Hundred, Thirty Five Thousand Dollars (\$435,000)** 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 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 amendment together with the previous amendments exceed \$100,000 without Board approval. The dollar amounts of amendments approved by specific Board action, plus the dollar amounts of any amendments 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 amendments hereunder.

Except as otherwise specified in the Wood Rodgers cost proposal, additional 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.

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

EXHIBIT B-1

STANDARD RATE SCHEDULE *

**PETERSON BRUSTAD, INC.
2020 RATE SCHEDULE *
Lower San Joaquin/Delta South RFMP**

Position	Description	Hourly Billing Rate
E9	Principal Engineer	\$255
E8	Senior Engineer 3 Project Manager 3	\$234
E7	Senior Engineer 2 Project Manager 2	\$212
E6	Senior Engineer 1 Project Manager 1	\$195
E5	Project Engineer 3	\$192
E4	Project Engineer 2	\$179
E3	Project Engineer 1	\$168
E2	Staff Engineer 2	\$146
E1	Staff Engineer 1	\$128
T4	Technician 4	\$141
T3	Technician 3	\$128
T2	Technician 2	\$108
T1	Technician 1	\$96
A4	Administrative 4	\$103
A3	Administrative 3	\$90
A2	Administrative 2	\$77
A1	Administrative 1	\$64

Expenses

- At cost plus 5% for outside printing, plotting, copying, travel, subconsultants, 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

* NOTE: Rates will be modified January 1 of each year.

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.

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.

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 not commence or continue to perform any services unless it, at its own expense, has in full force and effect all required insurance set forth below. In the event that Consultant employs subcontractors or subconsultants, Contractor shall require and confirm that each meets the minimum insurance requirements specified below and shall not permit any of them to perform services until they have complied with the same insurance requirements. All of the insurance shall be provided on policy forms satisfactory to the Agency. Additionally, all insurance and bond premiums incurred by Consultant shall be the sole responsibility of Consultant and are included in Consultant's bid price.

The types of insurance Consultant shall obtain and maintain for the full period of the Agreement are:

- Worker's Compensation and Employer's Liability Insurance (if not exempt)
- Commercial General Liability Insurance

- Commercial Automobile Liability Insurance
- Professional Liability Insurance

All insurance policies shall be issued by an insurance company admitted (except for the Professional Liability which shall be authorized to business in California) and licensed to transact the business of insurance in the State of California, with an assigned policyholders' Rating of A and Financial Size Category Class VII in accordance with the latest edition of Best Key Rating Guide, unless otherwise approved by Agency.

Prior to exercising any right or commencing any services, Consultant shall furnish Agency with endorsements and certificates to the required policies of insurance, excepting workers' compensation and professional liability, in such forms reasonably acceptable to Agency confirming that Agency is named as an additional insured for all liability risks on such policies. The additional insured endorsements shall cover but not be limited to liability arising out of any and all activities performed by or on behalf of Consultant.

Any deductible or self-insured retention must be declared to and approved by Agency and shall be the sole responsibility of the Consultant.

If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the required policy additional insured endorsement(s) to Agency at least ten (10) days prior to the expiration date. In the event of cancellation for non-payment of premium, Agency may pay premiums due by Consultant and deduct the paid payment from amounts then or subsequently owing to the Consultant under this Agreement.

Insurance limits called for herein shall be considered to be minimum and Agency shall have the absolute discretion to require higher limits should the nature of the Work and risks involved call for higher limits. A requirement of higher limits may necessitate an adjustment in Consultant's compensation pursuant to a change order. Consultant shall give Agency prompt notice of a claim made or a suit instituted arising out of Consultant's services under this Agreement.

Under the Workers' Compensation, Commercial General, and Auto Liability, consultant hereby grants to Agency, on behalf of any insurer providing insurance to Agency with respect to the services of Consultant under this Agreement, a waiver of any right of subrogation which any such insurer of Consultant may acquire against Agency by virtue of the payment of any loss under such insurance. Consultant shall provide all applicable endorsements reflecting waiver of the right to subrogation.

All of the below insurance policies are to contain, or be endorsed to contain, the following provisions:

- For any claim related to this Agreement, the Consultant's insurance shall be primary insurance with respect to Agency. Any insurance, self-insurance or other coverage maintained by Agency shall not contribute to it.
- Any failure of Consultant to comply with the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to Agency.
- 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.

4.1. Worker's Compensation and Employer's Liability Insurance. If Consultant is not exempt due to having no employees, Consultant shall, before commencement of the services, provide a certificate of insurance and an endorsement evidencing that it has obtained for the period of the Agreement, full worker's compensation insurance coverage as required by law for not less than the statutory limits and employer's liability insurance in the sum of not less than \$1,000,000 per accident for bodily injury and disease for all persons whom they employ or may employ in carrying out the Work. By Consultant's signature on the Agreement, Consultant certifies that Consultant is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and the Consultant shall comply with such provisions before commencing the performance of the Work under this Agreement.

4.2. Commercial General Liability Insurance. Consultant agrees to carry commercial general liability insurance which shall be on an occurrence basis and which shall include coverage for third party liability risks including, without limitation, bodily injury including coverage for injury, sickness or disease, emotional distress, and death, personal injury/advertising injury, property damage from injury to or destruction of property of others, contractual liability coverage, premises/operations and products/completed operations, underground excavation and removal of lateral support, explosion and collapse hazard, and independent contractors. Coverage shall have limits of liability of not less than the following:

Bodily Injury/Property Damage \$ 1,000,000 each occurrence \$2,000,000 aggregate

Personal Injury/Advertising Injury\$ 1,000,000 each occurrence \$2,000,000 aggregate

Coverage shall include excess liability or umbrella insurance providing protection for at least the hazards insured under the primary liability policies with the following limits:

General Aggregate: \$5,000,000.

Each Occurrence: \$5,000,000.

Coverage shall be at least as broad as 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.)

4.3. Commercial Automobile Liability Insurance. Consultant shall maintain a commercial automobile liability insurance policy which shall cover at least symbol 1 (any auto) for all vehicles, automobiles, trucks, and equipment, including coverage for owned, hired, and non-owned automobiles and shall provide for contractual liability and owned and non-owned mobile equipment to the extent it may be excluded from the commercial general liability policy. Coverage shall have limits of liability of not less than the following:

Combined Single Limit \$ 1,000,000

Coverage shall include excess liability or umbrella insurance providing protection for at least the hazards insured under the primary liability policies with the following limits:

General Aggregate: \$5,000,000.

Each Occurrence: \$5,000,000.

Coverage shall be at least as broad as Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.

4.4. Professional Liability Insurance. Consultant shall maintain professional liability insurance which shall cover all of its services under this Agreement and protect against any 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. Coverage shall have limits of liability of not less than the following:

General Aggregate: \$2,000,000.
Each Occurrence: \$2,000,000.

Consultant's professional liability insurance shall remain in effect for the benefit of Agency for a period of not less than three years after completion of the services under this Agreement.

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. Further, Consultant shall not have authority to bind Agency for the payment of any costs or expenses without express written approval of Agency.

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.

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.

Moreover, Consultant shall provide all services with diligence and in a timely manner in accordance with the construction project schedule so that the project shall be completed as expeditiously and economically as possible within budget and in the best interests of the Agency.

10. INDEMNIFICATION. 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 arising out of or relating to the negligent, reckless, or willful mis- performance of Consultant's services under this Agreement with the exception of injuries and damages caused by Agency's sole negligence, active negligence, or willful misconduct.

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

14. USE OF RECYCLED PRODUCTS. CONSULTANTS 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.

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 FOR CAUSE. If Consultant refuses or fails to perform the services under this Agreement or any separable part with care and diligence or if it should persistently or repeatedly refuse or should fail to supply enough properly skilled labor to perform the services in a timely manner or if it should fail to make prompt payment to subcontractors or subconsultants or if it should persistently disregard laws, ordinances, or instructions given by Agency, or breach any term of this Agreement, Agency may serve written notice upon Consultant of Owner's intention to terminate the Agreement. The notice will contain the reasons for such intention to terminate the Agreement, and unless within five (5) days after the service of such notice such violations shall cease and Agency is satisfied with arrangements

for corrections, the Agreement shall upon the expiration of said five (5) days cease and terminate. In such case, Consultant shall be liable to Agency for shall be entitled to any and all losses and damages caused by the termination and any breaches of the Agreement.

26. TERMINATION FOR CONVENIENCE. Agency may, without prejudice to any other right or remedy, terminate the Agreement in whole or in part at any time, for any reason, at its convenience by giving Consultant five (5) days written notice. Upon receipt of any such notice, the Consultant shall, unless the notice directs otherwise, immediately discontinue the services on the date and to the extent specified in the notice.

In any such termination for the convenience of Agency, Consultant shall only be entitled to payment for services it has completed in accordance with the Agreement prior to receipt of the notice of termination. Under no circumstance shall Consultant be entitled to any other payment. More specifically, upon a termination for convenience, Consultant shall not be entitled to any lost profits on services that were not completed or anticipated overhead on services that were not completed, or any type of incidental or consequential damages relating to a termination for convenience. The payments described in this paragraph shall be the sole and exclusive remedy to which Consultant is entitled in the event of Termination for Convenience, and Consultant will be entitled to no other compensation or damages and expressly waives same.

If, after notice of Termination for Cause, it is determined that Consultant was not in default, the termination shall be deemed to have been for the convenience of Agency. In such event, Consultant may only recover from Agency payment in accordance with the above paragraph. Moreover, in the event that the Agreement is "terminated" under this provision, all provisions of this Agreement shall remain in full force and effect after such termination.

RESOLUTION NO. SJAFCA 20-28

SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

AUTHORIZATION TO APPROVE CONTRACTUAL SERVICES AGREEMENT WITH PETERSON
BRUSTAD, INC. TO SUPPORT THE CALIFORNIA DEPARTMENT OF WATER RESOURCES
REGIONAL FLOOD MANAGEMENT PLAN.

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 a contractual services agreement with Peterson Brustad, Inc. (PBI) to provide engineering consultant services in the amount of \$435,000, with a termination date of June 30, 2023. This agreement will support the California Department of Water Resources Regional Flood Management Plan for the Lower San Joaquin River and South Delta Regions.

PASSED, APPROVED AND ADOPTED this ____ day of ____, 2020.

GARY SINGH, 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

**End of Agenda
Packet**