



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

BOARD OF DIRECTORS

<u>City of Stockton</u> Kimberly Warmasley Dan Wright, Chair Alt. Susan Lenz	<u>Public Member</u> Mike Morowit	<u>San Joaquin County</u> Katherine M. Miller Chuck Winn Alt. Tom Patti
<u>City of Manteca</u> Gary Singh, Vice-Chair Charlie Halford	<u>Executive Director</u> Chris Elias	<u>City of Lathrop</u> Paul Akinjo Diane Lazard

**BOARD MEETING – In Person
Council Chamber – City Hall
425 N. El Dorado Street, Stockton
THURSDAY, JULY 21, 2022**

**CLOSED SESSION BEGINS AT 9:00 AM :: REGULAR SESSION
TO CONTINUE NO SOONER THAN 9:30 AM**

- 1. CALL TO ORDER / ROLL CALL**
- 2. PLEDGE TO FLAG**
- 3. CLOSED SESSION**

ANTICIPATED LITIGATION Pursuant to Government Code Section 54956.9(d)(2): One Case

Closed Session to begin at 9:00 AM

Regular Session to continue no sooner than 9:30 AM

- 4. CONSENT ITEMS**

4.1) Approve Minutes from the June 16, 2022, Board Meeting

5. NEW BUSINESS

5.1) Approval of a Memorandum of Understanding with San Joaquin County Flood Control and Water Conservation District for a combined Assessment District to fund levee Operations and Maintenance and the Lower San Joaquin River Phase 1 Project Assessment District formation efforts

5.2) Branding of the San Joaquin Area Flood Control Agency

6. BRIEFINGS

6.1) Staff to provide update on the Smith Canal gate construction

6.2) New location for Board Meetings

6.3) Lower San Joaquin River Federal California Project Phase 1 Update

7. ORAL REPORT FROM EXECUTIVE DIRECTOR

8. PUBLIC COMMENTS

9. BOARD QUESTIONS, COMMENTS, ACTIONS

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 4.1

MINUTES
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
BOARD MEETING OF June 16, 2022

STOCKTON, CALIFORNIA

1. CALL TO ORDER / ROLL CALL 9:00 AM

Roll Call

Present:

Director Akinjo
Director Halford
Director Miller
Director Morowit
Director Singh
Director Warmesley
Director Wright
Director Winn

Absent:

Director Lazard

Although he was not present for Roll Call, Director Winn arrived later
Although she was not present for Roll Call, Director Warmesley arrived later.

2. PLEDGE TO FLAG 9:01 AM

3. CONSENT ITEMS 9:01 AM

- 3.1) Approve Minutes from the May 26, 2022, Board Meeting

PUBLIC COMMENT

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

Motion: To approve Minutes from the May 26, 2022, Board meeting

Moved by: Director Morowit, Seconded by Director Miller

Vote: Motion carried 6-0

Yes: Director Akinjo, Director Halford, Director Miller, Director Morowit, Director Singh, Director Wright

Absent: Director Lazard, Director Warmesley, Director Winn

4. NEW BUSINESS 9:02 AM

- 4.1) Resolution to Approve the Proposed Operating and Capital Budgets for Fiscal Year 2022/23 for the San Joaquin Area Flood Control Agency

PUBLIC COMMENT

- None

Motion: Resolution to Approve the Proposed Operating and Capital budgets for Fiscal Year 2022-23 for the San Joaquin Area Flood Control Agency
Moved by: Director Miller, Seconded by Director Halford
Vote: Motion carried 7-0
Yes: Director Akinjo, Director Halford, Director Miller Director Morowit, Director Singh, Director Winn, Director Wright
Absent: Director Lazard, Director Warmesley

Director Winn arrived at 9:08 AM

4.2) Resolution to Approve the Technical Memorandum, Budget, and Order the Levy and Collection of Assessments Within the Smith Canal Area Assessment District for Fiscal Year 2022/23 – Public Hearing

9:31 AM Director Wright opened the Public Hearing at **9:31 AM**
Executive Director Chris Elias spoke regarding the Technical Memorandum for the record.

9:41 AM Director Wright Closed the Public Hearing at **9:41 AM**

PUBLIC COMMENT

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

Motion: Approve the Resolution for the Technical Memorandum, Budget, and Order the Levy and Collection of Assessments Within the Smith Canal Area Assessment District for Fiscal Year 2022-23
Moved by: Director Morowit, Seconded by Director Akinjo
Vote: Motion carried 7-0
Yes: Director Akinjo, Director Halford, Director Miller Director Morowit, Director Singh, Director Winn, Director Wright
Absent: Director Lazard, Director Warmesley

4.3) Resolution to Authorize Job Reclassification and Salary Schedules for Selected Agency employees

PUBLIC COMMENT

- None

Motion: Approve Resolution to Authorize Job Reclassification and Salary Schedules for Selected Agency Employees
Moved by: Director Akinjo, Seconded by Director Morowit
Vote: Motion carried 8-0
Yes: Director Akinjo, Director Halford, Director Miller, Director Morowit, Director Singh, Director Winn, Director Wright
Absent: Director Lazard, Director Warmesley,

Director Warmasley arrived at **9:58 AM**

4.4) Resolution to Approve Scope and Budget Amendment with Larsen Wurzel and Associates, Inc to Support Organizational Planning

PUBLIC COMMENT

- None

Motion: Resolution to Approve Scope and Budget Amendment with Larsen Wurzel and Associates, Inc to Support Organizational Planning

Moved by: Director Miller, Seconded by Director Akinjo

Vote: Motion carried 8-0

Yes: Director Akinjo, Director Halford, Director Miller, Director Morowit, Director Singh, Director Warmasley, Director Winn, Director Wright

Absent: Director Lazard

5. BRIEFINGS 10:10 AM

None

PUBLIC COMMENT

- None

6. ORAL REPORT FROM EXECUTIVE DIRECTOR 9:57 AM

Col. James J. Handura called into the meeting to accept a special Thank you memento for his service and support on the Lower San Joaquin River Project Phase 1. He has accepted a new position within the U.S. Army Corps of Engineers in Washington D.C.

The outstanding litigation case between Dominick Gulli and San Joaquin Area Flood Control Agency (SJAFCFA) has ended and SJAFCFA has received the fees for the court costs.

PUBLIC COMMENT

- Dominick Gulli submitted written comments and asked a question regarding Phase 1 of the Lower San Joaquin River Project.

7. PUBLIC COMMENTS 10:15 AM

PUBLIC COMMENT

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

8. BOARD QUESTIONS, COMMENTS, ACTIONS 10:17 AM

- Director Winn shared comments.

9. CLOSED SESSION 10:14 AM

9.1) ANTICIPATED LITIGATION Pursuant to Government Code Section 54956.9(d)(2):
One Case

REPORT OUT FROM CLOSED SESSION: .

- Nothing to Report

PUBLIC COMMENT

- Dominick Gulli asked if the Board could share the facts and circumstances that led to the anticipated threat of litigation. Director Wright advised not at this time and when it is appropriate, they will be reporting that out.

10. ADJOURNMENT 10:28 AM

The meeting adjourned at 10:28 AM. The next meeting is scheduled for July 21, 2022, at 9:00 AM.

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.



CHRIS ELIAS
EXECUTIVE DIRECTOR
SAN JOAQUIN AREA FLOOD
CONTROL AGENCY

June 16, 2022 SJAFCA Meeting Minutes

Agenda Item 5.1

July 21, 2022

TO: San Joaquin Area Flood Control Agency

FROM: Chris Elias, Executive Director

SUBJECT: **APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH SAN JOAQUIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR A COMBINED ASSESSMENT DISTRICT TO FUND LEVEE OPERATIONS AND MAINTENANCE AND THE LOWER SAN JOAQUIN RIVER PHASE 1 PROJECT ASSESSMENT DISTRICT FORMATION EFFORTS**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Flood Control Agency adopt a resolution authorizing the Executive Director to execute a Memorandum of Understanding (MOU) with the San Joaquin County Flood Control and Water Conservation District (District) for a combined assessment district formation, which will fund levee operations and maintenance and the Lower San Joaquin River Phase 1 Project.

DISCUSSION

Background

The District was formed through State legislation in 1956 to construct, operate, maintain and plan flood control, water supply, drainage, and groundwater recharge projects. On December 19, 1961, the San Joaquin County Board of Supervisors, acting as the governing body of the District, created Zone 9 to provide for maintenance of existing channels, levees, and associated structures. Zone 9, funded by a combination of property taxes and property assessments, provides for the operation and maintenance of 112 miles of levees and 119 miles of channels originally constructed by the United States Army Corps of Engineers (referred to as project levees and project channels). As resources and funding allow, Zone 9 revenues may also be used for minor repair and maintenance on approximately 153 miles of non-project channels, and three miles of non-project levees. The Water Resources Division in the Department of Public Works administers the District and Zone 9 Special District budgets, and the Channel Maintenance Division performs the operations and maintenance activities.

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

Memorandum of Understanding for Assessment District Formation

On February 26, 2019, the District and Larsen Wurzel & Associates, Inc. (LWA) entered into a contract to advance the District's effort to raise additional funding through a new assessment. LWA's scope of work supporting the formation of a new assessment district included completion of the benefit allocation analysis, the preparation of an engineer's report, conducting public outreach including facilitating the requisite public hearings, administering the required Proposition 218 ballot proceeding, tabulation of ballots, and formation support, as well as assessment administration for the first year and any needed assessment appeal support. By March 2020, a significant amount of work had been completed to advance the formation of the Flood Control and Levee Maintenance (Flood-CALM) Assessment District. Specifically, work had completed through the Preliminary Flood-CALM Engineer's Report and public outreach efforts had begun. However, in March 2020, due to the uncertain economic impacts of the COVID-19 pandemic at the time, a decision was made by the District to suspend efforts on the assessment district formation and the contract.

Since March of 2020, the Agency conducted and completed an assessment feasibility analysis to evaluate an approach to fund the local share of Federally authorized Lower San Joaquin River Phase 1 Project (LSJRP Phase 1). As economic impacts of the pandemic became clearer, and the District began to consider restarting the Zone 9 funding efforts close coordination between the Agency and the District regarding the alignment of efforts took shape for the following reasons:

- Similarities, from a special benefit perspective, in flood protection operations, maintenance, repair, replacement and rehabilitation (OMRR&R or O&M) and flood risk reduction services;
- Significant overlap of beneficiaries of Zone 9 levee OMRR&R and LSJRP Phase 1; and,
- Identified efficiencies in assessment formation, related outreach and public stakeholder transparency and simplicity.

Staff of the District and the Agency recommend the preparation of a joint analysis and pursuit of a single assessment formation covering all related flood protection services. The District would take the contracting lead and cooperate with the Agency under a Memorandum of Understanding (**Attachment 1**). Re-initiation of work on Phase III of the Flood CALM effort was approved by the District at its July 12, 2022 Board of Supervisors (BOS) meeting. The BOS approved a contract with the LWA team that includes a scope of work and budget that leverages work already completed and designed to meet the needs of both agencies (**Attachment 2**). LWA's proposed scope of work includes:

- Preparation of a revised Preliminary Engineer's Report to reflect both the LSJRP Phase 1 and Flood CALM work programs and benefitting properties;
- Development and implementation of a public outreach and education campaign;
- Administration of an efficient and accurate legislative hearing and balloting process; and,
- Administration of the first year's assessment roll (if the balloting process is successful).

Assessment engineering, noticing, balloting, district formation, and assessment roll processing will need to be completed by August 2023 to enroll any new assessment on Fiscal Year 2023-24 San Joaquin County Property tax bills.

Memorandum of Understanding for Assessment District Formation

Present Situation

The MOU lays out specific responsibilities of each agency and cost sharing provisions, which are summarized below.

Agency Responsibilities:

- Public face and lead for a combined assessment district formation. Agency Board of Directors would be responsible to take the necessary actions to form, impose and levy any approved assessment
- Provide its share of costs to form the assessment district to the District
- Administer, if successful, the assessment district and transfer O&M-related funds to the District
- Jointly work with the District to support formation steps, including facilitating any actions to be brought before the respective board
- Jointly responsible with the District to support all necessary outreach.

District Responsibilities:

- Issue and manage the needed assessment formation contracts for consultants and be responsible for payment of such costs, pending approval of the scope.
- Responsible for its share of costs to advance the assessment district formation
- Jointly work with the Agency to support formation steps, including facilitating any actions to be brought before the respective board
- Jointly responsible with the Agency to support the necessary outreach.

FISCAL IMPACT

Under the Cost Sharing provisions of the MOU, SJAFCA and the District will share in the cost to form the assessment district as follows:

- The Agency will pay the District \$40,000 to cover the costs associated with the work needed to update the existing reports prepared for Flood-CALM to include the LSJR Phase 1 Project.
- The direct costs of outreach materials (outreach mailings, balloting packages including, printing, postage, etc) will be split in proportion to the number of properties benefited by each party's proposed efforts. That split is 32% Agency and 68% District.
- Except for the initial \$40,000 and the direct cost split noted above, the Agency and District will split all remaining costs equally. These include but are not limited to the remaining engineering analysis and reporting, remaining public outreach costs, and all costs to implement the assessment district.
- Total consulting budget for the effort is expected to be: \$714,933
 - Estimated District cost share total is \$383,000
 - Estimated Agency cost share total: \$331,933

Memorandum of Understanding for Assessment District Formation

This effort was anticipated and included as part of the Agency's Lower San Joaquin River Project FY 2022/2023 CIP budget. There is no net budgetary impact from the Board's approval of staff's recommendation.

Strategic Plan Consistency Analysis

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

APPROVED BY:



CHRIS ELIAS
EXECUTIVE DIRECTOR

Attachments:

1. Memorandum of Understanding Between the San Joaquin County Flood Control and Water Conservation District and the San Joaquin Area Flood Control Agency Regarding Combined Assessment District Formation
2. LWA Proposal for re-initiation of Special Benefit Assessment District Formation Services, March 4, 2022
3. Resolution Authorizing the Executive Director to execute a Memorandum of Understanding with the San Joaquin County Flood Control and Water Conservation District to advance Levee Operations and Maintenance and the Lower San Joaquin River Project combined Assessment District formation efforts

Memorandum of Understanding
Between the San Joaquin County Flood Control and Water Conservation District
and the
San Joaquin Area Flood Control Agency
Regarding Combined Assessment District Formation

This Memorandum of Understanding (MOU) is executed this ____ day of _____, 2022 between the San Joaquin County Flood Control and Water Conservation District (District) and the San Joaquin Area Flood Control Agency (Agency) for the purpose of creating a combined assessment district formation process to fund levee operation and maintenance and to fund a cost share for the Lower San Joaquin River Phase 1 Project. The term Party or Parties refers to the District and the Agency individually or collectively, as demanded by the context.

This MOU is executed in light of the following recitals:

WHEREAS, the District currently performs levee maintenance responsibilities on 112 miles of State Plan of Flood Control ("Project") levees and has determined that it does not have the financial resources to operate and maintain Project levees to the standards it intends;

WHEREAS, the District has started the development of an assessment district to raise the funds it needs and has called this assessment district FloodCALM;

WHEREAS, the Agency is a non-Federal sponsor on the Lower San Joaquin River Phase 1 Project and as such will be required to contribute a cost share in excess of \$100 million;

WHEREAS, the Agency has started the development of an assessment district to raise the funds it needs for this effort;

WHEREAS, a significant portion of the lands benefited by the District's operations and maintenance of Project levees overlaps with a significant portion of the lands benefited by the Agency's Lower San Joaquin River Phase 1 Project;

WHEREAS, the District and the Agency believe that a combined assessment district would lead to a lower cost formation process, would reduce administrative costs associated with the implementation of two assessment districts, and would provide increased clarity and transparency and less confusion for landowners regarding the flood protection needs of the region and how assessments collected from landowners will contribute to those needs.

NOW, THEREFORE, in consideration of the mutual benefit to the Parties, the Parties hereby agree to the following:

1. Agency Duties. The Agency agrees as follows:

A. The Agency will be the public face and decision-making lead for the combined assessment district formation efforts with the Agency Board of Directors having the responsibility to take the necessary actions to form, impose and levy any approved assessment. To that end, the Agency will conduct and administer the required proceedings that would be required to authorize the formation of an assessment district under the Benefit Assessment Act of 1982 and the requirements of Proposition 218. The Agency agrees to conduct all related formation hearings and to consider taking all actions

necessary including: Adoption of a Resolution of Intention, conducting public hearings, considering approving and adopting an Engineer's Report, mailing, receiving and tabulating ballots, and, if no majority protest exists, considering approval of the formation of the assessment district, etc.

B. The Agency will be responsible for its portion of the costs incurred to advance the assessment district, pursuant to the cost sharing provisions in section 4 below. The Agency will make payments to the District within 60 days of the receipt of a requests for reimbursement submitted by the District and accompanied by all required documentation.

C. If an assessment district formation vote is successful, the Agency will administer the assessment district and distribute all operation and maintenance related assessments to the District, except for an administrative fee, to be determined jointly by the Agency and the District.

2. District Duties. The District agrees as follows:

A. The District shall issue and manage any assessment formation contracts for consultants and will be responsible for payment of such costs. The District shall manage the consultants based on an approved Zone 9, Phase 3 scope, which shall be subject to the review and approval of the Agency, which approval shall not be unreasonably withheld. The Parties agree that the Phase 3 services shall include the following: (i) the analysis and preliminary and final engineering report updates associated with the Lower San Joaquin River Phase 1 Project; and (ii) all public outreach and educational materials, ballot proceedings and future administration, for the combined assessment district.

B. The District will be responsible for its portion of the costs incurred to advance the assessment district, pursuant to the cost sharing provisions in section 4 below.

3. Joint Duties. The Agency and the District jointly agree as follows:

A. The staff of the Parties are jointly responsible to support each of the formation steps and for facilitating any actions to be brought before their respective Boards, as deemed necessary.

B. The staff of the Parties are jointly responsible to support the necessary outreach for the assessment.

4. Cost Sharing Provisions.

A. The Parties agree that the obligation to share costs shall apply to future contracts in furtherance of the assessment district, starting with the Phase 3 contract, and that no cost sharing obligations shall apply to previously incurred costs of the Parties. The Parties further agree that each Party's staffing costs are the costs of the Party alone and that these costs are not intended to be shared.

B. The parties agree that, upon demand by the District, the Agency shall pay the District \$40,000 to cover the unique costs associated with the work needed to update the existing draft engineer's report for FloodCALM to include the Lower San Joaquin River Phase 1 Project.

C. Except as to the \$40,000 identified in section 4.B., and direct costs identified in section 4.D., the Parties shall share all other costs equally. These costs to be shared equally include but are not limited to any remaining engineering analysis and reporting, public outreach costs (other than direct costs as described below), costs to administer the election (other than direct costs as described below),

and any other costs (whether foreseen or unforeseen) to complete the assessment district formation and ballot proceedings.

D. The Parties also agree to share the direct costs associated with outreach material and the printing and mailing of ballots proportionate to the number of properties benefited by each Party's proposed efforts. Based upon the known properties to be benefitted at this time, the Agency shall pay 32% of the direct costs and District shall pay 68% of the direct costs. In the event that the property counts change between the execution of this MOU and the mailing of ballots, the Parties agree to modify the allocations accordingly.

5. Term and Termination. This MOU shall be effective upon the date indicated above and shall remain effective until the earlier of (i) the execution of a new MOU between the Parties intended to replace this MOU upon the successful passage of an assessment district, or (2) upon thirty (30) days written notice of either party requesting the MOU be terminated.

6. Joint Work Product and Confidentiality. It is the intention of the Parties that all work product shall be considered joint work product, subject to all applicable confidentiality privileges. Both Parties agree to not release draft work product to 3rd parties in respect of that confidential privilege.

7. Standard Provisions.

A. Notices. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail shall be addressed as follows:

To Agency: San Joaquin Area Flood Control Agency
Executive Director
22 E. Webber Ave., Room 301
Stockton, CA 95202

To District: San Joaquin County Flood Control and Water Conservation District
Director of Public Works
1810 East Hazelton Avenue
Stockton, CA 95205

When so addressed, notices shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice in the manner set forth herein.

B. Assignment. This Agreement shall not be assigned by either Party in whole or in part without the written consent of both Parties.

C. Entire Agreement. This Agreement shall constitute the entire agreement between the Parties and shall supersede any previous agreements, whether verbal or written, concerning the same subject matter. No modification of this Agreement shall be effective unless such modification is in writing and signed by both Parties.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

SAN JOAQUIN COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT, A
political subdivision of the State of California

SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

By: _____
CHARLES WINN, Chairman

By: _____
CHRIS ELIAS
Executive Director

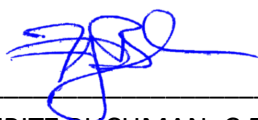
ATTEST:
Clerk of the Board of Supervisors of
the County of San Joaquin, State of
California

APPROVED AS TO FORM:

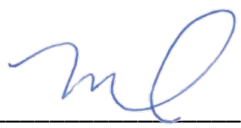
By: _____
RACHÉL DeBORD
Clerk of the Board


By: _____
SCOTT L. SHAPIRO
General Counsel

RECOMMENDED FOR APPROVAL:

By:  _____
FRITZ BUCHMAN, C.E., T.E., CFM
Director of Public Works

APPROVED AS TO FORM:

By:  _____
MATTHEW DACEY
Deputy County Counsel



PUBLIC FINANCE
& MANAGEMENT
RESOLVED

LARSEN WURZEL
& Associates, Inc.

2450 Venture Oaks Ways

Suite 240

Sacramento, CA 95833

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San Joaquin County Flood
Control and Water
Conservation District

Re-Initiation of Special Benefit Assessment District Formation Services

SCOPE & PROPOSAL

Prepared for: SJCFWCWD & SJAFCA

Submitted: March 4, 2022

March 4, 2022

VIA EMAIL

Mr. Fritz Buchman
San Joaquin County Department of Public Works
1810 East Hazelton Avenue
Stockton, CA 95205
Email: fbuchman@sjgov.org

RE: Proposal for re-initiation of Special Benefit Assessment District Formation Services

Dear Mr. Buchman:

On behalf of Larsen Wurzel & Associates, Inc. (LWA), Kim Floyd Communications (KFC) and R&F Engineering (R&F), I am pleased to provide the attached proposal to the San Joaquin County Flood Control and Water Conservation District (District), in partnership with the San Joaquin Area Flood Control District (SJAFCA) to resume Phase III of the District's efforts to secure sustainable funding for Zone 9 levee operations and maintenance. Phase III efforts were halted in March of 2020 as a result of uncertain economic impacts of the COVID 19 pandemic. Over the past several months, the District has been in discussions with LWA and SJAFCA regarding resumption of the efforts. Based on our coordination with District and SJAFCA staff, the scope of the assessment effort has now been modified to not only include funding for Zone 9 levee operations but also funding for the Lower San Joaquin River Phase 1 Project (the "Greater Stockton Metro Project") levee improvements.

Our team successfully worked with the County on the Phase I and II efforts and previously advanced the Phase III efforts until they were suspended. We are excited by the opportunity to resume the effort and continue working with the County and SJAFCA on an effective process for assessment district formation and implementation.

The attached materials provide a detailed approach, scope of services and fee estimate to resume the project and incorporate SJAFCA's capital funding need based upon our understanding of the remaining work on this effort.

We look forward to supporting the County and SJAFCA as it seeks to secure needed funding for levee improvements and maintenance. If you have any questions, please do not hesitate to contact me by phone at 916-698-5712, or by email at seth@larsenwurzel.com.

Sincerely,



Seth M. Wurzel, CGFM
Principal
Larsen Wurzel & Associates, Inc.

SMW:ar

CC: VIA EMAIL

Mr. Chris Elias, Executive Director, San Joaquin Area Flood Control Agency
Chris.Elias@stocktonca.gov

Mr. Scott Shapiro, General Counsel, San Joaquin Area Flood Control Agency
sshapiro@downeybrand.com

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Attachments

- A. Estimated Budget Supporting Fee Proposal, 2022 Bill Rates and Conceptual Schedule

Introduction

Larsen Wurzel & Associates, Inc., (LWA) is pleased to present San Joaquin County Flood Control and Water Conservation District (District) with this proposal to re-initiate the previously suspended Special Assessment District Formation effort (Flood-CALM). This proposal includes an updated Scope of Services and Fee Estimate for the subject effort. LWA proposes to provide benefit assessment engineering and formation services to support the formation of a single new special benefit assessment district to fund both operations, maintenance, repair, replacement and rehabilitation (OMRR&R) District's Zone 9 levee system as well as provide funding for the local share of the levee improvements for the Federal Lower San Joaquin River Project (AKA the Greater Stockton Metro Project) being advanced by the San Joaquin Area Flood Control Agency. This scope of work continues LWA's teaming relationship with Kim Floyd Communications (KFC) for the public outreach related portion of the scope of work, with engineering support now proposed to be provided by R&F Engineering in lieu of PBI Engineering (where key staff previously employed by PBI engineering are now located at R&F), collectively making up "Team." In short, the Key Staff making up the original Team on this effort remain the same as previously provided.

This proposal includes the following information:

- Our Project Understanding and Approach, including scope/timeline revisions since January 2019 and the necessary elements to support the Greater Stockton Metro Project;
- Detailed Scope of Services for the proposed work, taking into account efforts completed since the contract was suspended in early 2020; and a
- Summary Fee Proposal for the re-initiation and completion of the effort.

Included as attachments are our detailed budget and conceptual schedule for the scope of work.

Project Understanding and Approach

Project Understanding

The San Joaquin County Flood Control and Water Conservation District (SJCFWCWD) was formed in 1956 to construct, operate, maintain and plan flood control, water supply, drainage, and groundwater recharge projects. On December 19, 1961, the San Joaquin County Board of Supervisors created Zone 9 of SJCFWCWD to provide for maintenance of existing channels, levees and associated structures. SJCFWCWD maintains 119 miles of “project” channels and 105 miles of “project” levees in accordance with agreements with the U.S. Army Corps of Engineers (USACE) and the California Department of Water Resources (DWR). Also, Zone 9 contains approximately 153 miles of non-project channels, and 3 miles of non-project levees which SJCFWCWD maintains as resources allow. Zone 9 is currently funded by a combination of a portion of property taxes and property assessments.

In July 2014, Kjeldsen Sinnock & Neudeck Inc. (KSN), LWA and KFC were engaged by the San Joaquin Area Flood Control Agency (SJAFCA) and the District to evaluate and document the needs of both agencies to meet their missions of providing ongoing flood control services within the SJAFCA and Zone 9 service areas. Due to the lack of sufficient revenues to meet the needs identified, the main objective of the analysis was to develop and scope a process for obtaining sustainable funding to meet the common needs of both agencies. KSN led the effort with support from LWA and KFC. The result of this effort was a November 2014 Technical Memorandum (later updated in November 2015) that analyzed the current and planned scope of services provided by SJAFCA & Zone 9 as well as the historical expenditures and forecasted budgets. The memorandum also evaluated funding alternatives and developed a strategy for the pursuit of a new recommended funding source. The Memorandum concluded with a recommendation to implement the new funding source through a three-phased effort. The first phase, which was the execution of a Memorandum of Understanding between SJAFCA and the District to identify a lead entity and a cost-sharing arrangement for Phase II and III activities, was completed. Phase II consists of developing and refining the approach for funding the services and Phase III consists of implementing the recommended funding mechanism. Phase II services concluded with the delivery of an analysis by LWA that documents a recommended benefit assessment approach and apportionment methodology, as well as the associated assessments rates needed to fund the planned services.

On February 26, 2019, SJCFWCWD and LWA entered into a contract to complete Phase III implementation efforts, to include completion of the benefit allocation, preparation of an engineer’s report, provide public outreach, conduct public hearings, balloting, tabulation of ballots, and formation support, assessment administration for the first year, and assessment appeal support. A significant amount of work had been completed to advance the formation of the Flood Control and Levee Maintenance (Flood-CALM) Assessment District. Specifically, work had completed through the Preliminary Flood-CALM Engineer’s Report and public outreach efforts had begun. In March 2020, due to the uncertain economic impacts of the COVID-19 pandemic at the time, a decision was made by the District to pause efforts on this contract.

Since March of 2020, SJAFCA conducted and completed an assessment feasibility analysis to evaluate an approach to fund the local share of Federally authorized Lower San Joaquin River Phase 1 Project (herein after referred to as the “LSJRP Phase 1”). As economic impacts of the pandemic became clearer and the District began to consider restarting the Zone 9 funding efforts close coordination between SJAFCA and the District regarding the alignment of efforts took shape for the following reasons:

- Similarities, from a special benefit perspective, in flood protection operations, maintenance, repair, replacement and rehabilitation (OMRR&R or O&M) and flood risk reduction services;
- Significant overlap of beneficiaries of Zone 9 levee OMRR&R and LSJRP Phase 1; and,
- Identified efficiencies in assessment formation, related outreach and public stakeholder transparency and simplicity.

The District and SJAFCA decided to prepare a joint analysis and pursue a single assessment formation covering all related flood protection services. The District will take the contracting lead and cooperate with SJAFCA under a memorandum of understanding or similar agreement further defining roles and responsibilities. This change in approach necessitates an updated proposal from the LWA team to leverage work already completed and meet the needs of both agencies.

Proposed Approach

Building on Phase III work completed to date and work completed by SJAFCA, the following tasks lead through the legislative processes of an assessment district formation and the administration of the first year's assessment roll. These implementation tasks include:

- Preparation of a revised Preliminary Engineer's Report, to include those elements of the LSJRP Phase 1, which overlay portions of the SJCFWCD Assessment Formation boundaries
- Delivery and implementation of an outreach and education campaign
- Administration of an efficient and accurate legislative, hearing and balloting process
- Administration of the first year's assessment roll (if the balloting process is successful)

To achieve the goal of implementing a successful assessment district formation, the first three items, further enumerated below remain to be completed:

- *Benefit Allocation and Preparation of an updated Engineer's Report*

Upon agreement of proposed rates, an analysis consistent with the requirements of Proposition 218 must be completed. Using the methodologies developed in the Preliminary Engineer's Report, April 7, 2020, and those from SJAFCA's feasibility evaluation, a final determination will be made of the lands benefitting from the services, including those for the LSJRP Phase 1 and the applicable assessment rates. An updated Preliminary Engineer's Report will document the findings and a professional engineer will ultimately certify the estimated amount of special benefits received by the improvements in a Final Engineer's Report. The Engineer's Report will set each individual property's assessment charge based upon an annual budget in proportion to its special benefit received.

- *Public Outreach and Education*

The Team will develop a public outreach and education program that informs the public regarding existing and required level of services, existing and required levels of funding, and the implications of any inability of the District to provide O&M services or SJAFCA to implement the LSJRP Phase 1. The outreach program will also incorporate the statutory notice requirements of Proposition 218. The outreach program will include the use of public forums/open houses and meetings, direct mailers, and an online approach to disseminating information. This task includes the direct costs for mailing of outreach materials and the required protest ballot.

- **Implementation**

Our team will assist the County and SJAFCA with all required actions to form the proposed assessment district consistent with the recommended statutory authority and formation process outlined therein. This includes coordinating with District and/or Agency Counsel, attendance at all required public hearings, review of public outreach materials for compliance with Proposition 218, and the preparation of required legal notices and tabulation of all ballots.

In summary, the Phase III Deliverables will consist of:

- An Engineer's Report and all associated drafts
 - Note, the Engineer's Report will be prepared leveraging an update to the previously completed Preliminary FloodCALM Assessment Engineer's Report and the assessment feasibility analysis for the LSJRP Phase 1 completed for SJAFCA by Willdan Financial Services
- Assessment District Boundary Map
- Any needed databases for public outreach
- Public outreach program and implementation
- Direct mailing of outreach materials
- Mailed Public Notices & Ballots and returns
- Attendance at Public Meetings to support legislative process
- Ballot Tabulation Support

If the ballot proceeding process is successful, the Team will also assist with enrolling the assessment on the secured property tax bills of the County for Fiscal Year 2023/24 as well as the preparation of any needed Hand Bills. In addition, our services will also support the development and administration of any needed assessment appeals processes for the first year.

The LWA Team proposes the following approach to complete the necessary scope of work as requested by the District.

Phase III – Formation of the Proposed Assessment

Upon agreement with the County to move forward, the Team will update the following efforts:

Prepare Preliminary Engineer's Report and Necessary Board Resolutions

LWA will incorporate the LSJRP Phase 1 into a revised Preliminary Flood CALM Engineer's Report. Prior to initiating the ballot proceeding process, LWA recommends preparing the following resolutions for SJAFCA and/or County Counsel review, and to assist with guiding staff and the Board of Directors and/or Supervisors through the process:

- Resolution adopting specific procedures to be followed, as generally set forth in the League of California Cities Proposition 218 Implementation Guide (Procedures Resolution).
- Resolution initiating ballot proceedings, providing the Boards intention to levy assessments (Resolution of Intention).
- Form of Resolution Adopting Assessment and direct the preparation of the assessment roll (Resolution of Formation).

Once prepared, the LWA Team will work with the SJAFCA and/or County Staff and Counsel to present and walk the Board through the process to initiate the protest ballot proceeding.

Launch Public Outreach Program

For this effort, a well-crafted, coordinated public outreach plan will position stakeholders to make an informed, fact-based decision on whether or not to support an assessment. The plan will be flexible and responsive to changing needs, helping the project team daylight and address concerns before they become obstacles. Ultimately, tactics included in the plan will be designed to:

- Provide clear, transparent, accurate, and consistent information about the purpose and need for increased levee O&M and LSJRP Phase 1 funding. .
- Create and maintain avenues for two-way relationships and open lines of communication with stakeholders.
- Establish and maintain tools that allow for the identification, tracking, and resolution of stakeholder input, questions, and concerns.
- Use a variety of outreach and engagement methods and tools to encourage understanding and action by diverse stakeholders in the project service area.
- Develop interactive, engaging forums to provide important project information and solicit stakeholder input.
- Correct misinformation rapidly and factually.
- Provide evaluation and reporting mechanisms for the effectiveness of public outreach tools and tactics.

Ballot Proceeding and Findings

The Team will produce the assessment ballot and ballot guide for the SJAFCA's and/or County's review prior to mailing. Ballots will be mailed to all property owners, as identified in the current County Assessor's database.

LWA will work with SJAFCA and/or County Staff to determine the best option for collection of the ballots by mail and by hand. Our scope and proposal assume all ballots will be received by SJAFCA and/or County Staff via business reply mail. However, other arrangements can be made available depending on the approach to ballot tabulation.

A public hearing is required at the close of the balloting period. The Team will assist SJAFCA and/or County Staff with the logistics, agenda, and script for the public hearing, as well as be available to answer any questions from the Board.

Ballot tabulation will be conducted by the Team following the public hearing. Depending on when the public hearing ends and the availability of facilities, the tabulation may commence immediately or the following day. We will provide sufficient staff to open, validate, and sort the ballots into batches for tabulation. Ballots will be tabulated electronically. It is LWA's standard practice to double count every batch of ballots and validate at least 10 percent of the returned ballots against the assessment roll.

Once counted and validated, LWA will prepare a tabulation report for presentation to the Board. If a majority protest does not exist, the Board, after consideration of public testimony received at the public hearing, may consider adopting the Resolution of Formation.

Assessment Roll Administration

Should the Board approve of the assessment, LWA will prepare the assessment roll for submission to the County to be placed on the secured property tax roll by the August 2023 deadline.

Property Owner Appeals

Once the assessment has been approved and enrolled, individual property owners have the right to appeal their assessment based on the characteristics assigned to their property. These appeals are typically heaviest in the first year of the assessment after property tax bills are mailed to owners. LWA recommends developing an appeal process whereby official forms are prepared and a timeline is established for submission and review. The Team will work with SJAFCA and/or County Staff in advance of balloting to establish this process and so that it can be incorporated into the Public Outreach Program.

Scope of Services

Task 1 - Project Management

This effort will include the Team's coordination with the District staff to finalize required deliverables. Further, all of the administrative tasks associated with the Project including the day-to-day organization and administration of the Project will take place under the Project Management task.

The anticipated work for this task includes:

- Regular recurring bi-weekly meetings via teleconference or at SJAFCA and/or San Joaquin County Public Works offices.
- Virtual team meetings hosted by LWA as necessary to review progress and coordinate the work plan.
- Project Management activities, such as maintaining the project schedule, contract administration, invoicing, and general coordination with SJAFCA and/or the County and the Project Team.

Deliverables:

- Meeting agenda, minutes, and/or action items as required
- Input on staff reports for Board packages
- Copies of Board presentation materials

Task 2 – Benefit Allocation and Preparation of Engineer's Report

Upon consensus of the rates to move forward with and the amount of services to be funded by the assessment district and the details associated with the LSJRP Phase 1 component of the effort, an analysis consistent with the requirements of Proposition 218 must be completed. Using the prior preliminary engineering report for the O&M funding and the work performed by Willdan on the Greater Stockton Metro Project assessment feasibility analysis, a final determination will be made of the lands benefitting from proposed services and the applicable assessment rates.

Proposition 218 requires that the local government determine if the assessed property owners receive "special benefit" from the service funded by the assessment. Next, a professional engineer must prepare a report that estimates the amount of special benefit received by the improvements. Finally, the report must set each individual property assessment in proportion to the special benefit received. The Team will complete this analysis and prepare the required Engineer's Report including the Professional Engineering Certification of the Engineer's Report required by Proposition 218.

In addition, the Team will update previously prepared drafts of the necessary resolutions to initiate the protest ballot proceeding. The Team will work with SJAFCA and/or County Staff and Counsel to finalize the resolutions for the Board of Directors' and/or Supervisors' consideration.

Deliverables:

- Updated Map / Exhibit delineating the boundary of the benefiting parcels within the proposed assessment district.
- Updated Administrative Draft & Preliminary Engineer's Report and assessment roll.
- Updated Resolution Adopting Proposition 218 Procedures
- Updated Resolution of Intention

- Resolution Adopting the Assessment (if approved by Property Owners)
- Final Engineer's Report and assistance with the first year's assessment roll.

Task 3 – Public Outreach

Upon approval from Board of Directors and/or Supervisors, the Team will launch the Public Outreach Program. This essential effort requires a well-crafted, coordinated public outreach plan that will position stakeholders to make an informed, fact-based decision on whether or not to support the assessment. The plan will be flexible and responsive to changing needs, helping the project team daylight and address concerns before they become obstacles. Specific tactics will be refined using public opinion research findings from Phase II, however, for budgeting purposes the following is assumed:

Key Messages

The FloodCALM messages previously developed will be updated to incorporate the LSJRP Phase 1. These messages will be tested through new stakeholder interviews to better ensure understanding by the public of terminology, recommendations, and action items. Updated key messages will allow project team members, elected officials, and other internal stakeholders to speak with a unified voice.

Key Messages Deliverables:

- Research-based key messages for integration into all public outreach materials

Outreach Materials & Ballot Package

The consultant will work with the project team on the development of revised outreach materials that maximize community exposure to the project purpose, necessity, and timeline. Public opinion research will help to identify preferred means of communication, but these materials could include fact sheets, fliers, FAQs, postcards, newsletters, and infographics, to name a few. Spanish-language translation can be provided for all materials. For purposes of this scope, it is assumed outreach materials will include one mailed newsletter, one mailed postcard, along with a fact sheet and FAQ. However, allowance is given for the development of additional handouts/fliers. The consultant will revise the previously developed Ballot Information Guide, assessment ballot, and ballot packaging (mailing envelope and return envelope).

Task 3 – Outreach Materials & Ballot Package Deliverables:

- Direct mail newsletter (one estimated at 100,000 units)
- Direct mail postcard (one estimated at 100,000 units)
- Fact sheet(s)
- FAQs
- Ballot Package (Ballot Information Guide, Assessment Ballot, Return Envelope, Distribution Envelope – one package estimated at 100,000 units – *direct cost budgeted under Task 4 below.*)

Webpage

Content for a distinct assessment webpage will be developed to provide online access to all collateral materials and up-to-the-minute information related to the assessment process. Options include the development of a basic, short-term website that will be linked to the County or SJAFCA's existing website, OR the development of materials for a single page that is added to the County or SJAFCA's existing site.

Both options include a basic “assessment calculator” that will allow property owners to input their address and identify their proposed assessment, along with the calculation factors specific to their property. The calculator framework previously developed will be leveraged and updated to include factors used to calculate benefit from the LSJRP Phase 1.

Webpage Deliverables:

- Basic website, or webpage content
- Assessment calculator

Specialized Stakeholder Outreach

The most effective form of communication is face-to-face discussion. As such, it will be important to identify opportunities for small-group or one-on-one meetings with key stakeholders (as identified by the project team) to address key concerns and provide factual information. This task will include close coordination with Reclamation Districts impacted by the LSJRP Phase 1. The consultant will manage the scheduling of all meetings.

Specialized Stakeholder Outreach Deliverables:

- Up to 40 small-group or one-on-one stakeholder meetings
- Manage scheduling and participation from team, staff, and Board Members

Speakers’ Bureau

Not all property owners will have the time or flexibility to attend public meetings or workshops. For that reason, it’s imperative that we reach out to civic, business, and quasi-governmental organizations to request opportunities to present project information. A Speakers’ Bureau will ensure the Agency is readily available to take advantage of such opportunities when presented. For purposes of this scope, 10 meetings are assumed.

Speakers’ Bureau Deliverables:

- Identify and train members of the Speakers’ Bureau
- Identify opportunities for presentations
- Manage scheduling and participation from Agency and project team
- Produce handouts, PowerPoints, or other presentation materials, as needed
- Assist at meetings, when needed or upon request (up to 10)

Public Workshops (Up to Six)

A series of public workshops will be held before and immediately following balloting. Timing and location (online and/or in-person, or both) will be determined as part of the public outreach plan development. The format, which will be detailed in a public meeting and facilitation plan, will allow for community members to ask questions of project team members one-on-one. In addition, partnering agencies, such as FEMA and DWR, will be invited to participate to provide integrated flood management and flood insurance information. Spanish translation assistance can be provided, as needed.

Public Workshops Deliverables:

- Scheduling and publicity for six community workshops
- Public meeting plan and facilitation document
- Management of all logistics, to include: facility scheduling, development of agenda and outreach materials, and general summaries of public comments/questions

Information Hotline/Email

A project hotline and email will be established to ensure property owners have ready access to a source of information on the assessment district process, even after business hours. It will also allow for the tracking of property-specific concerns, needed adjustments in factors used to calculate assessments, and requests for replacement ballots. The hotline will feature a recorded message directing callers to visit the project website, and/or leave a message if they want to speak to the public outreach consultant. Options will be provided for English and Spanish speakers. All calls will be returned within a 24-hour period. A tracking log will be established and maintained to document all inquiries and responses. The hotline number and email will be included in all outreach materials and on the website.

Information Hotline/Email Deliverables:

- One hotline number to be maintained by the public outreach consultant
- One email address to be maintained by the public outreach consultant
- Tracking log

Media Relations

The consultant will work with media representatives to provide factual information regarding the proposed benefit assessment district, and provide notice of opportunities for public information and input. Work may include media briefings, development of media releases or alerts, media tours, and assistance with opinion pieces. Media coverage will be monitored for accuracy and corrections provided, as needed. For purposes of this RFP, it is assumed that up to three media releases will be developed, along with a calendar release for community workshop dates, up to two media briefings/tours of facilities, and one opinion piece.

Media Relations Deliverables:

- Media releases (3)
- Calendar release (1)
- Media briefings/tours (2)
- Opinion/Editorials (1)

Social Media/IP Targeted Media

The dynamic nature of social media has changed the way people seek and receive information, and also the way in which traditional media is sourced. In addition to creating content for outreach materials, the webpage and traditional media, the public outreach consultant will develop content for posting to the County's existing social media accounts, such as Facebook, Twitter, and Nextdoor. Photos, video, and infographics will be developed, as appropriate, along with assistance for follow-up engagement.

IP targeting functions like traditional direct mail in that it can reach individual households in the form of banner or video messaging. Physical mailing addresses are matched to individual household/business IP addresses. Messages are delivered via the internet sites the targeted addresses visit. Messages can be timed with the distribution of printed materials, community meetings and balloting distribution.

Social Media/IP Targeted Media Deliverables:

- Facebook posts (up to 10)
- Twitter posts (up to 10)
- IP matching for all properties within district's boundaries (approximately 97,000)
 - 12 media impressions per household
 - 3 message changes

Task 4 - Implementation Support

The Team will provide coordination and management of formation and election requirements of Proposition 218, as well as the requirements of the specific legislation to be used to form an assessment district. The Team will attend the relevant Board meetings and prepare communication for the Board to be informed on taking the needed actions to form the assessment district. The actions taken by the adoption of certain resolutions related to the formation of the assessment district will generally include the following:

- Declaration of the intention to form the assessment district (Resolution of Intention)
- Setting a public hearing
- Preliminary approval of the Engineer's Report
- Mailing of ballots/notice of public hearing (estimated approximately 100,000 ballots)
 - *(Note – LWA estimates that there are approximately 130,000 unique parcels, however, we assume that this number can be reduced to approximately 100,000 unique owners. LWA assumes that we can save some direct costs by consolidating parcels with unique owners onto single ballots)*
- Conducting a public hearing
- Tabulation and certification of balloting
- Approval of a Final Engineer's Report
- Formation of the assessment district

The Team will provide Mailing Systems, Inc. (MSI) the ballot package files and a ballot merge file for production and mailing of notices and ballots to property owners within the proposed assessment district. MSI will manage all production and mailing and will provide a proof set for our records. Return envelopes will include either the County's or SJAFCA's business reply mail permit number to limit the cost of postage to just those ballots returned. It assumed that SJAFCA and/or County Staff will secure a local ballot deposit box and means for receiving and securing the mailed ballot returns. During the ballot proceedings, the Team will respond to landowner questions and any requests to provide a replacement ballot.

Prior to the close of the balloting period, the Board of Directors and/or Supervisors will hold a Public Hearing to receive public testimony, statements, and/or questions from property owners affected by the proposed assessment. The Team will be available to support SJAFCA and/or County Staff during the Public Hearing to providing information and/or answer questions at Staff's request.

During the Public Hearing, property owners will be afforded the final opportunity to hand deliver their ballots and/or request a replacement ballot. Following the close of the Public Hearing, the Board of Directors and/or Supervisors will direct staff to tabulate the ballots, announce the location for public viewing during tabulation, and set the location, date, and time for the announcement of the tabulation results.

The Team will then open returned ballots, inspect each ballot to verify that it is a valid ballot, and begin sorting and batching of Yes/No ballots. Each batch of ballots will be counted twice to confirm accurate tabulation results. After tabulation is complete, the Team will validate at least 10% of the ballots returned by comparing the data on the ballot against the tabulation database to ensure the results are accurate. Once complete, the Team will prepare a Ballot Tabulation Report and present the results to the Board of Directors and/or Supervisors.

Deliverables:

- Database for Public Notice and Balloting
- Design, Production and Mailing of Public Notice, Ballot and Return Envelope for approximately 100,000 pieces
 - Attendance of up to 5 Board Meetings related to the formation of Assessment District. These meetings will include the following:
 - Board Briefing on Assessment District
 - Board adoption of Resolution of Intention
 - Board Briefing during Balloting Period
 - Public Hearing / Close of Balloting
 - Meeting to reconvene receiving election results (and, if applicable, adoption of Resolution of Formation)
 - Hosting of up to two public open houses near the affected area
 - Attendance at up to 10 onsite team meetings (in the Stockton Area)
 - Coordination of Ballot Tabulation in Public Setting including the preparation of a Ballot Tabulation Database
- Returned ballots and ballot materials in sealed storage containers for storage. (Note these documents must be made available upon request to the public for at least three years).
- Ballot Tabulation Report

Task 4a – Additional Support – Assessment Administration for FY 2023/2024

If approved by property owners, the Board of Directors and/or Supervisors may elect to approve the Resolution Forming the Assessment District and Setting the Assessment Rate for FY 2023/2024 and direct County Staff to place on the secured property tax roll. The Team will prepare an electronic assessment roll for submission to the County Auditor Controller, or other division responsible for managing direct levies placed on secured property tax rolls. The Team will respond to any rejections as a result of last-minute splits or mergers of parcels. This is required by statute by August 10, 2023. Typically, not all assessment levies are able to be placed on the Secured Property Tax rolls for various reasons. The most common reason is that many public agency-owned parcels are exempt from Ad Valorem Property Taxes, therefore the County does not prepare a Tax Bill for these properties. In these cases, the District will need to hand bill these parcels. LWA will assist the District in preparing and mailing handbills to affected property owners.

Deliverables:

- County format required to place a direct levy on secured property tax roll and any follow-on coordination / certification of the Assessment Roll.
- Hand bill database and mail merge, preparation and mailing of the hand bills per SJAFCA and/or County Staff specifications.

Task 4b – Additional Support – Assessment Appeal Period

During the first year of a newly levied assessment, the SJAFAC or the County will likely receive numerous requests from property owners appealing the new assessment. The Team will coordinate with County or SJAFCA Staff to establish an assessment appeals policy that will set forth the procedures for a property owner to appeal their assessment and establish the deadline for receiving appeals that could be acted on in the then current fiscal year. Appeals received after the deadline would take effect the following fiscal year.

The Team would assist County Staff with evaluating any appeals received up to the deadline for FY 2023/2024.

Deliverables:

- Assessment Appeals Policy and Forms
- Assessment Appeals Forms with justification for rejection or approval of any changes.
- Coordination with County to reissue property tax bills as a result of an appeal.

A Note on Assessment Defense

In the event of a legal challenge to the assessment, any claims by one or more property owners that they do not receive the special benefits indicated in the Engineer's Report, or other allegations challenging the validity of the Engineer's Report and its methodology in determining the assessments, LWA will support the SJAFCA and/or County with additional reviews to validate the assessment, or correct the assessment according to the findings in our review.

The level of effort required will vary depending on the individual claims of each challenge to the assessment and will be billed on a time and expense basis. Based on our experience, the typical challenge from a property owner will require up to 8 hours to review the claims made by the property owner and prepare a briefing to the Board regarding the validity of the claim. Legal challenges filed through the court system will require a higher level of effort that would be outside the control of SJAFCA and/or the County and LWA. These challenges would require a separate scope of work and associated fee proposal be developed to support SJAFCA and/or the County.

Summary Fee Proposal & Schedule

LWA's fee proposal for the services proposed for the contract term are summarized below. A more detailed Budget supporting the Summary Fee Proposal and our 2022 Bill Rates is included in **Attachment A**.

LWA and its subconsultants charge for 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 estimate and assumptions detailed in **Attachment A**. Further the proposed fee is based on the assumption that the work will be performed in 2022 and 2023. Should the project be delayed, LWA will evaluate the work performed, remaining work, and any applicable bill rate changes to determine if an amended contract budget is required.

Phase III - Formation of the Proposed Assessment	Budgeted Fee
Task 1 - Project Management	\$52,776
Task 2 - Benefit Allocation and Preparation of Engineer's Report	\$49,069
Task 3 -Public Outreach & Education	\$189,892
Task 4 - Ballot Proceeding	\$99,584
Task 4a - Assessment Administration FY23/24	\$13,932
Task 4b - Assessment Appeal Period	\$12,272
Direct Expense & Mark Up	\$297,408
Phase III - Total	\$714,933

LWA has prepared a conceptual schedule to support the scope of work that aims to complete the formation effort to enroll the assessments on the Fiscal Year 2023/24 Secured Property Tax Roll. This assumes that the formation effort is complete by the statutory deadline of submitting all direct charge levies to the County Auditor Controller by August 10 pursuant to Government Code Section 26911.



LARSEN WURZEL
& Associates, Inc.

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Attachment A

Estimated Budget Supporting Fee Proposal, 2022 Bill Rates and Conceptual Schedule

LWA
San Joaquin County Flood Control & Water Conservation District / San Joaquin Area Flood Control Agency - Special Benefit Assessment District Formation Services
Fee Proposal Budget

Task/Description	Larsen Wurzel & Associates, Inc.							Kim Floyd Communications				R&F Engineering				Task Totals
	Wurzel / Brown Principal	Riley Sr. PM	Lee Associate I	Abdissa / Others Sr. Analyst	Smith Clerical	Direct Costs [1]	LWA Subtotals	Floyd Principal	Graphic Designer	Direct Costs [1]	KFC Subtotals	Rossiter Principal	Putty Engineer III	Direct Costs [1]	R&F Subtotals	
Billing Rates - Effective through December 31, 2022	\$245	\$233	\$178	\$167	\$101			\$150	\$90			\$250	\$155			
Phase 3 - Formation of the Proposed Assessment																
Task 1 - Project Management																
Bi Weekly Meetings with Team / County / SJAFCA	47	47	0	0	0	\$874	\$23,340	40	0	\$437	\$6,437	24	0	\$437	\$6,437	
Project Management Activities including Team meetings	16	16	16	0	14	\$0	\$11,910	16	0	\$0	\$2,400	16	0	\$0	\$4,000	
Subtotal Task 1	63	63	16	0	14	\$874	\$35,250	56	0	\$437	\$8,837	40	0	\$437	\$10,437	\$54,524
Task 2 - Benefit Allocation & Preparation of Engineer's Report																
Finalize Boundary & Map of the Benefiting Parcels [2]	2	4	24	24	0	\$0	\$9,702	0	0	\$0	\$0	8	8	\$0	\$3,240	
Coordination on Resolutions w/ County Counsel	15	0	0	0	0	\$0	\$3,675	0	0	\$0	\$0	8	8	\$0	\$3,240	
Update to Administrative Draft & Preliminary Engineer's Report	20	12	60	0	2	\$100	\$18,678	8	0	\$0	\$1,200	0	0	\$0	\$0	
Final Engineer's Report	16	8	16	0	2	\$100	\$8,934	4	0	\$0	\$600	0	0	\$0	\$0	
Subtotal Task 2	53	24	100	24	4	\$200	\$40,989	12	0	\$0	\$1,800	16	16	\$0	\$6,480	\$49,269
Task 3 -Public Outreach & Education																
Research	8	8	0	0	8	\$0	\$4,632	30	0	\$0	\$4,500	0	0	\$0	\$0	
Outreach Materials (Postcard & Newsletter - 100,000 ea.)	8	4	4	0	8	\$122,622	\$127,034	40	140	\$0	\$18,600	8	0	\$0	\$2,000	
Hotline	16	0	24	0	0	\$0	\$8,192	100	0	\$100	\$15,100	0	0	\$0	\$0	
Web Page (Calculator)	0	0	16	0	0	\$0	\$2,848	20	0	\$10,000	\$13,000	0	0	\$0	\$0	
Public Workshops (6)	48	48	48	0	48	\$1,973	\$38,309	100	0	\$1,500	\$16,500	24	24	\$0	\$9,720	
Media Relations	0	0	0	0	0	\$0	\$0	30	0	\$0	\$4,500	0	0	\$0	\$0	
Social Media/Targeted Media	0	0	0	0	0	\$0	\$0	40	0	\$30,000	\$36,000	0	0	\$0	\$0	
Specialized Stakeholder Outreach	24	0	24	0	0	\$0	\$10,152	200	0	\$2,300	\$32,300	0	0	\$0	\$0	
Speakers Bureau	0	0	0	0	0	\$0	\$0	100	0	\$2,000	\$17,000	0	0	\$0	\$0	
Subtotal Task 3	104	60	116	0	64	\$124,595	\$191,167	660	140	\$45,900	\$157,500	32	24	\$0	\$11,720	\$360,387
Task 4 - Ballot Proceeding																
Ballot Package Production (100,000)	12	16	16	16	8	\$110,438	\$123,434	40	120	\$0	\$16,800	0	0	\$0	\$0	
Ballot Returns (Postage Paid by County)	0	8	16	0	8	\$0	\$5,520	0	0	\$0	\$0	0	0	\$0	\$0	
Board Meetings (3)	24	24	0	0	0	\$378	\$11,850	40	0	\$720	\$6,720	24	0	\$0	\$6,000	
Public Hearing (1)	16	16	8	0	0	\$125	\$9,197	12	0	\$240	\$2,040	4	0	\$0	\$1,000	
Ballot Tabulation	16	16	16	0	16	\$286	\$12,398	0	0	\$0	\$0	8	8	\$0	\$3,240	
Additional Tabulation Staff (2)	0	0	20	20	0	\$0	\$6,900	0	0	\$0	\$0	0	0	\$0	\$0	
Ballot Tabulation Report & Meeting (1)	8	8	16	0	0	\$0	\$6,672	0	0	\$0	\$0	0	0	\$0	\$0	
Subtotal Task 4	76	88	92	36	32	\$111,227	\$175,971	92	120	\$960	\$25,560	36	8	\$0	\$10,240	\$211,771
Task 4a - Assessment Administration FY23/24																
Prepare Roll and Resolve Rejections	8	2	16	0	0	\$150	\$5,424	0	0	\$0	\$0	0	0	\$0	\$0	
Direct Bills	16	2	24	0	0	\$1,000	\$9,658	0	0	\$0	\$0	0	0	\$0	\$0	
Subtotal Task 4a - 1st Year Admin	24	4	40	0	0	\$1,150	\$15,082	0	0	\$0	\$0	0	0	\$0	\$0	\$15,082
Task 4b - Assessment Appeal Period																
Prepare Appeal Procedures and Forms	0	4	8	0	0	\$0	\$2,356	0	0	\$0	\$0	0	0	\$0	\$0	
Review Appeals (assume 40)	0	12	40	0	0	\$0	\$9,916	0	0	\$0	\$0	0	0	\$0	\$0	
Subtotal Task 4b - Appeal	0	16	48	0	0	\$0	\$12,272	0	0	\$0	\$0	0	0	\$0	\$0	\$12,272
Subtotal Phase 3	320	255	412	60	114	\$238,045	\$470,730	820	260	\$47,297	\$193,697	124	48	\$437	\$38,877	\$703,304
Applicable Mark-Up 5% of Sub-Consultant Cost											\$9,685				\$1,944	\$11,629
TOTAL PROJECT	320	255	412	60	114	\$238,045	\$470,730	820	260	\$47,297	\$203,382	124	48	\$437	\$40,821	\$714,933

Note - The fee estimate presented here has been prepared for the purpose of demonstrating and estimating the level of effort and budget needed to complete the scope of work as presented. It, in no way, is intended to limit; A) the amount of hours to be expended on each task, B) the staff members to be assigned to complete tasks (subject to the approval of the client), or C) any changes of hourly rates as they might increase or decrease as a result of position changes or alternate staff being assigned to complete tasks in furtherance of completing the scope of work.

Larsen Wurzel & Associates, Inc.

Hourly Rate Schedule

Staff Billing Rates	2022*
Principal	\$245
Senior Consultant	\$256-\$301
Supervising Project Manager	\$245
Senior Project Manager	\$233
Associate Project Manager	\$223
Project Manager	\$212
Supervising Associate	\$232
Senior Associate II	\$221
Senior Associate I	\$211
Associate III	\$200
Associate II	\$189
Associate I	\$178
Senior Analyst	\$167
Analyst II	\$150
Analyst I	\$134
Supervising Engineer	\$240
Senior Engineer II	\$232
Senior Engineer I	\$225
Project Engineer	\$217
Associate Engineer	\$195
Assistant Engineer II	\$184
Assistant Engineer I	\$172
CAD Tech/GIS Specialist	\$150
Junior Engineer	\$140
Senior Project Coordinator	\$150
Project Coordinator	\$134
Project Assistant	\$128
Technical Editor	\$111
Clerical Staff	\$101
Intern	\$78

****Rates 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%.



2022-23 Hourly Rates

Principal - \$150/hour

Project Assistant - \$90/hour

Graphic Designer - \$90-100/hour



Mike Rossiter, PE
(916) 416-6599

Chris Fritz, PE
(209) 304-1739

919 Reserve Drive, Suite 125
Roseville, CA 95678

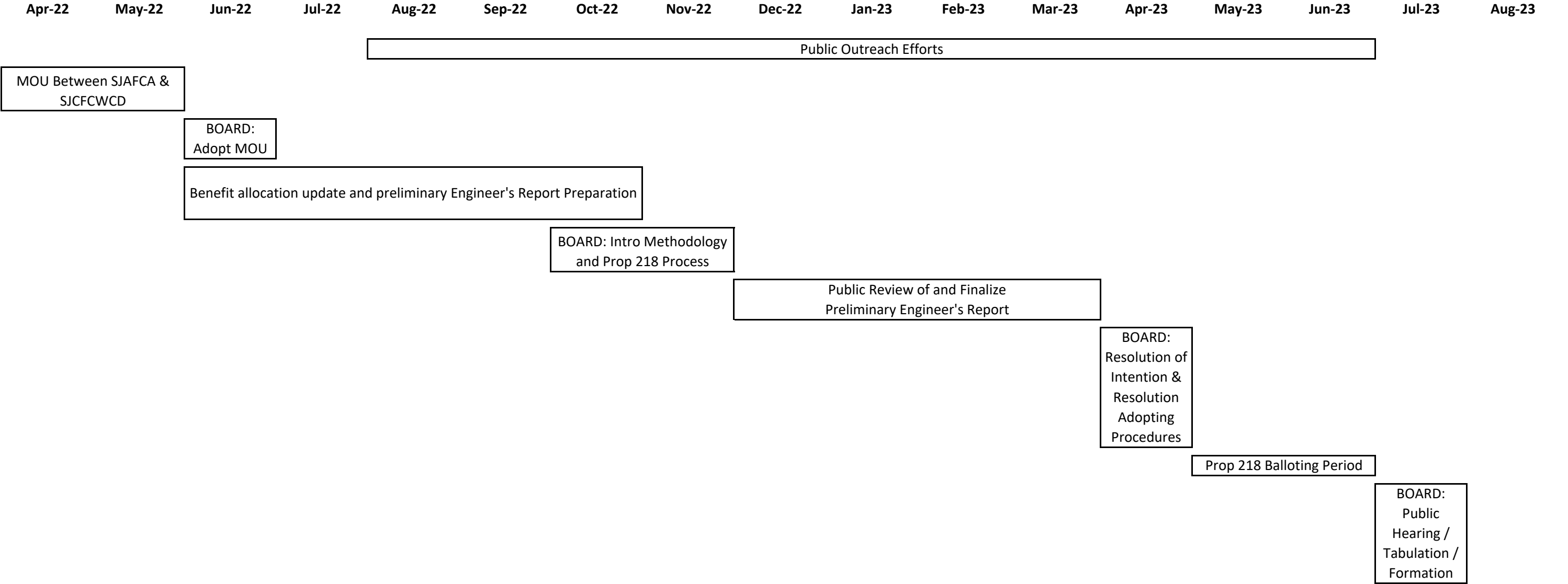
2022 Standard Fee Schedule

Position	Hourly Rate
Principal Engineer	\$250
Supervising Engineer	\$245
Project Manager III	\$230
Project Manager II	\$220
Project Manager I	\$205
Senior Engineer III	\$225
Senior Engineer II	\$215
Senior Engineer I	\$200
Associate Engineer III	\$190
Associate Engineer II	\$180
Associate Engineer I	\$170
Engineer III	\$155
Engineer II	\$145
Engineer I	\$135
Project Technician V	\$150
Project Technician IV	\$135
Project Technician III	\$120
Project Technician II	\$105
Project Technician I	\$90
Admin IV	\$110
Admin III	\$100
Admin II	\$90
Admin I	\$80

Expenses	
Automobile Mileage	Per Current Federal Rates
Subconsultants	At Cost Plus 5%
Other Direct Expenses (Printing, Travel, etc.)	At Cost Plus 5%

Note: Hourly rates will be reviewed and adjusted January 1 of each year

Conceptual Schedule



RESOLUTION NO. SJAFCA 22-16

SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

=====

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A
MEMORANDUM OF UNDERSTANDING WITH THE SAN JOAQUIN COUNTY FLOOD
CONTROL AND WATER CONSERVATION DISTRICT TO ADVANCE LEVEE
OPERATIONS AND MAINTENANCE AND THE LOWER SAN JOAQUIN RIVER
PROJECT ASSESSMENT DISTRICT FORMATION EFFORTS**

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

The Executive Director has been authorized to execute the memorandum of
understanding between the San Joaquin County Flood Control and Water Conservation
District and the San Joaquin Area Flood Control Agency regarding combined assessment
district formation.

PASSED, APPROVED AND ADOPTED this ____ day of _____ 2022.

DAN WRIGHT, 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



San Joaquin County
**Flood Control & Water
Conservation District**
1810 EAST HAZELTON AVENUE
STOCKTON, CALIFORNIA 95205
TELEPHONE: (209) 468-3000

FRITZ BUCHMAN
DIRECTOR OF PUBLIC WORKS
FLOOD CONTROL ENGINEER

Board of Supervisors
44 North San Joaquin Street, Suite 627
Stockton, California 95202

Dear Board Members:

Approve a Memorandum of Understanding With the San Joaquin Area Flood Control Agency for a Combined Assessment District to Fund Levee Operations and Maintenance and the Local Cost Share of the Lower San Joaquin River Phase 1 Project and Approve a Consulting Services Agreement With Larsen Wurzel and Associates, Inc., for an Amount Not to Exceed \$714,933, for Services Related to Formation of a Benefit Assessment District (1st, 2nd, 3rd and 4th Districts)

RECOMMENDATION:

It is recommended that the Board of Supervisors (Board), by Board order:

1. Approve a Memorandum of Understanding (MOU) between the San Joaquin County Flood Control and Water Conservation District (District) and the San Joaquin Area Flood Control Agency (SJAFC) to collaborate and share costs of creating a combined assessment district to fund levee operations, maintenance, and the local cost share of the Lower San Joaquin River Phase 1 Project (LSJRP Phase 1); and,
2. Approve a Consulting Services Agreement (Agreement) with Larsen Wurzel & Associates, Inc. (LWA), for an amount not to exceed \$714,933, for services related to formation of a benefit assessment district; and,
3. Authorize and direct the Chair of the Board to execute both the MOU and Agreement on behalf of the District.

REASONS FOR RECOMMENDATION

The District was formed through State legislation in 1956 to construct, operate, maintain and plan flood control, water supply, drainage, and groundwater recharge projects. On December 19, 1961, your Board, acting as the governing body of the District, created Water Investigation Zone No. 9 (Zone 9) to provide for maintenance of existing channels, levees, and associated structures. Zone 9 is funded by a combination of

Approve a Memorandum of Understanding With the San Joaquin Area Flood Control Agency for a Combined Assessment District to Fund Levee Operations and Maintenance and the Local Cost Share of the Lower San Joaquin River Phase 1 Project and Approve a Consulting Services Agreement With Larsen Wurzel and Associates, Inc., for an Amount Not to Exceed \$714,933, for Services Related to Formation of a Benefit Assessment District

property taxes and property assessments and provides for the operation and maintenance of 112 miles of levees and 119 miles of channels originally constructed by the United States Army Corps of Engineers (referred to as project levees and project channels). As resources and funding allow, Zone 9 revenues may also be used for minor repair and maintenance on approximately 153 miles of non-project channels, and three miles of non-project levees. The Department of Public Works, Water Resources Division administers the District and Zone 9 budgets, and the Channel Maintenance Division (Channel Maintenance) performs the operations and maintenance activities.

In 1995, SJAFCA was established as a Joint Powers Authority between the City of Stockton, County of San Joaquin, and the District with the goal of restoring a 100-year level of flood protection to the greater Stockton metropolitan area (SMA). In 2018, SJAFCA obtained federal authorization for the \$1.36 billion LSJRP Phase 1 Project, which will nearly double the current 100-year flood protection level for North and Central Stockton. The state and federal government are expected to fund approximately 90% of the project cost, with the local share being 10.5% or about \$140 million.

On February 26, 2019, the District and LWA entered into a contract to advance the District's effort to raise additional levee maintenance funding through a new benefit assessment district (FloodCALM). LWA's scope of work included completion of the benefit allocation analysis, the preparation of an engineer's report, conducting public outreach (including facilitating the requisite public hearings; administering the required Proposition 218 ballot proceeding; tabulating ballots and formation support, as well as assessment administration for the first year), and any needed assessment appeal support. A significant amount of work had been completed to advance the formation of FloodCALM. Specifically, work was completed through the Preliminary FloodCALM Engineer's Report and public outreach efforts had begun. In March 2020, due to uncertainty created by the economic impacts of the COVID-19 pandemic, the District decided to suspend efforts on this contract.

Since March 2020, SJAFCA completed an analysis to evaluate the feasibility of a benefit assessment to fund the local share of LSJRP Phase 1. As the District began to consider restarting the FloodCALM funding effort, SJAFCA approached the District with a proposal to pursue a single assessment that would fund the FloodCALM maintenance activities and the local share of the LSJRP Phase 1 project. Based on identified efficiencies in assessment district formation and outreach, along with simplified outreach messaging for a combined assessment versus two largely overlapping separate assessments, District and SJAFCA staff recommend jointly pursuing the

Approve a Memorandum of Understanding With the San Joaquin Area Flood Control Agency for a Combined Assessment District to Fund Levee Operations and Maintenance and the Local Cost Share of the Lower San Joaquin River Phase 1 Project and Approve a Consulting Services Agreement With Larsen Wurzel and Associates, Inc., for an Amount Not to Exceed \$714,933, for Services Related to Formation of a Benefit Assessment District

combined assessment. The proposed MOU sets forth the respective duties and cost sharing obligations of the District and SJAFCA. The District is responsible to contract with and manage consultants as necessary to establish the assessment district. Pursuing the joint assessment necessitated an updated proposal from the LWA team to leverage work already completed and meet the needs of both agencies. The revised scope is reflected in the proposed Agreement and consists of work to support the formation of a new benefit assessment district that includes parcels comprising FloodCALM and LSRP Phase 1, including:

- Preparation of a revised Preliminary Engineer's Report to reflect both the LSJRP Phase 1 and FloodCALM work programs and benefitting properties;
- Development and implementation of a public outreach and education campaign;
- Administration of an efficient and accurate legislative hearing and balloting process
- Administration of the first year's assessment roll (if the balloting process is successful)

LWA's extensive work on FloodCALM uniquely positions and qualifies them to lead the combined assessment effort. LWA proposes to retain the service of two qualified firms as sub-consultants, including Kim Floyd Communications and R&F Engineering. All three firms have considerable local knowledge, extensive experience with SJAFCA and the District, and are experienced with similar flood protection financing mechanisms with other clients.

FISCAL IMPACT

Under the MOU, SJAFCA and the District will share in the cost to form the assessment district as follows:

- The costs to incorporate the Lower San Joaquin River Phase 1 Project into reports already completed under the prior formation efforts for Flood CALM, which are deemed to be \$40,000, will be borne by SJAFCA.
- Direct costs of outreach material and preparation of ballot packages will be split 32 percent SJAFCA / 68 percent District based on the proportion of properties benefited by each party's respective efforts.
- Except for the \$40,000 and the direct costs mentioned above, all remaining costs

Approve a Memorandum of Understanding With the San Joaquin Area Flood Control Agency for a Combined Assessment District to Fund Levee Operations and Maintenance and the Local Cost Share of the Lower San Joaquin River Phase 1 Project and Approve a Consulting Services Agreement With Larsen Wurzel and Associates, Inc., for an Amount Not to Exceed \$714,933, for Services Related to Formation of a Benefit Assessment District

will be split evenly between the District and SJAFCA. These include but are not limited to the remaining engineering analysis and reporting, remaining public outreach costs, and all costs to implement the assessment district.

Total costs for services provided under the proposed Agreement will not exceed \$714,933, which will be funded from the District and Zone 9 budgets, and reimbursements from SJAFCA. The portion of this cost that would be funded by the District under the MOU will not exceed \$383,000. Sufficient appropriations are available in the FY 2022-2023 District and Zone 9 budgets for the full contract amount. Approximately \$383,000 is anticipated to be spent in FY 2022-2023.

There are no net County costs associated with the recommended actions.

ACTION TO BE TAKEN FOLLOWING APPROVAL

After the Board chair executes the MOU, District staff will transmit executed copies to SJAFCA. Public Works staff will issue a Notice to Proceed to LWA and coordinate with SJAFCA to advance the formation of the assessment. Per the MOU, SJAFCA will conduct the requisite public hearings and adopt, implement, and administer the proposed assessment if approved by property owners.

Sincerely,



FRITZ BUCHMAN, C.E., T.E., CFM
Director of Public Works

FB:AC:vs

WR-22F030-VS3-BL-SJAFCA MOU & LWA Agreement

c: Board Clerk
July 12, 2022 Agenda

Before the Board of Supervisors

of the San Joaquin County Flood Control and Water Conservation District
County of San Joaquin, State of California

B-

Approve a Memorandum of Understanding With the San Joaquin Area Flood Control Agency for a Combined Assessment District to Fund Levee Operations and Maintenance and the Local Cost Share of the Lower San Joaquin River Phase 1 Project and Approve a Consulting Services Agreement With Larsen Wurzel and Associates, Inc., for an Amount Not to Exceed \$714,933, for Services Related to Formation of a Benefit Assessment District

THIS BOARD OF SUPERVISORS DOES HEREBY approve a Memorandum of Understanding (MOU) with the San Joaquin Area Flood Control Agency for the purpose of creating a combined assessment district formation process to fund levee operations and maintenance, and to fund a cost share for the Lower San Joaquin River Phase 1 Project; and,

FURTHER, authorizes and directs the Chair of the Board to sign the MOU on behalf of the San Joaquin Flood Control and Water Conservation District (District); and,

FURTHER, approves a Consulting Services Agreement (Agreement) with Larsen Wurzel and Associates, Inc., for an amount not to exceed \$714,436, for services related to the formation of a benefit assessment district to provide additional flood control operations and maintenance funding; and,

FURTHER, authorizes and directs the Chairman of the Board to sign the Agreement on behalf of the District; and,

I HEREBY CERTIFY that the above order was passed and adopted on by the following vote of the Board of Supervisors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin,
State of California



By: _____
Deputy Clerk

**Memorandum of Understanding
Between the San Joaquin County Flood Control and Water Conservation District
and the
San Joaquin Area Flood Control Agency
Regarding Combined Assessment District Formation**

This Memorandum of Understanding (MOU) is executed this ____ day of _____, 2022 between the San Joaquin County Flood Control and Water Conservation District (District) and the San Joaquin Area Flood Control Agency (Agency) for the purpose of creating a combined assessment district formation process to fund levee operation and maintenance and to fund a cost share for the Lower San Joaquin River Phase 1 Project. The term Party or Parties refers to the District and the Agency individually or collectively, as demanded by the context.

This MOU is executed in light of the following recitals:

WHEREAS, the District currently performs levee maintenance responsibilities on 112 miles of State Plan of Flood Control ("Project") levees and has determined that it does not have the financial resources to operate and maintain Project levees to the standards it intends;

WHEREAS, the District has started the development of an assessment district to raise the funds it needs and has called this assessment district FloodCALM;

WHEREAS, the Agency is a non-Federal sponsor on the Lower San Joaquin River Phase 1 Project and as such will be required to contribute a cost share in excess of \$100 million;

WHEREAS, the Agency has started the development of an assessment district to raise the funds it needs for this effort;

WHEREAS, a significant portion of the lands benefited by the District's operations and maintenance of Project levees overlaps with a significant portion of the lands benefited by the Agency's Lower San Joaquin River Phase 1 Project;

WHEREAS, the District and the Agency believe that a combined assessment district would lead to a lower cost formation process, would reduce administrative costs associated with the implementation of two assessment districts, and would provide increased clarity and transparency and less confusion for landowners regarding the flood protection needs of the region and how assessments collected from landowners will contribute to those needs.

NOW, THEREFORE, in consideration of the mutual benefit to the Parties, the Parties hereby agree to the following:

1. Agency Duties. The Agency agrees as follows:

A. The Agency will be the public face and decision-making lead for the combined assessment district formation efforts with the Agency Board of Directors having the responsibility to take the necessary actions to form, impose and levy any approved assessment. To that end, the Agency will conduct and administer the required proceedings that would be required to authorize the formation of an assessment district under the Benefit Assessment Act of 1982 and the requirements of Proposition 218. The Agency agrees to conduct all related formation hearings and to consider taking all actions

necessary including: Adoption of a Resolution of Intention, conducting public hearings, considering approving and adopting an Engineer's Report, mailing, receiving and tabulating ballots, and, if no majority protest exists, considering approval of the formation of the assessment district, etc.

B. The Agency will be responsible for its portion of the costs incurred to advance the assessment district, pursuant to the cost sharing provisions in section 4 below. The Agency will make payments to the District within 60 days of the receipt of a requests for reimbursement submitted by the District and accompanied by all required documentation.

C. If an assessment district formation vote is successful, the Agency will administer the assessment district and distribute all operation and maintenance related assessments to the District, except for an administrative fee, to be determined jointly by the Agency and the District.

2. District Duties. The District agrees as follows:

A. The District shall issue and manage any assessment formation contracts for consultants and will be responsible for payment of such costs. The District shall manage the consultants based on an approved Zone 9, Phase 3 scope, which shall be subject to the review and approval of the Agency, which approval shall not be unreasonably withheld. The Parties agree that the Phase 3 services shall include the following: (i) the analysis and preliminary and final engineering report updates associated with the Lower San Joaquin River Phase 1 Project; and (ii) all public outreach and educational materials, ballot proceedings and future administration, for the combined assessment district.

B. The District will be responsible for its portion of the costs incurred to advance the assessment district, pursuant to the cost sharing provisions in section 4 below.

3. Joint Duties. The Agency and the District jointly agree as follows:

A. The staff of the Parties are jointly responsible to support each of the formation steps and for facilitating any actions to be brought before their respective Boards, as deemed necessary.

B. The staff of the Parties are jointly responsible to support the necessary outreach for the assessment.

4. Cost Sharing Provisions.

A. The Parties agree that the obligation to share costs shall apply to future contracts in furtherance of the assessment district, starting with the Phase 3 contract, and that no cost sharing obligations shall apply to previously incurred costs of the Parties. The Parties further agree that each Party's staffing costs are the costs of the Party alone and that these costs are not intended to be shared.

B. The parties agree that, upon demand by the District, the Agency shall pay the District \$40,000 to cover the unique costs associated with the work needed to update the existing draft engineer's report for FloodCALM to include the Lower San Joaquin River Phase 1 Project.

C. Except as to the \$40,000 identified in section 4.B., and direct costs identified in section 4.D., the Parties shall share all other costs equally. These costs to be shared equally include but are not limited to any remaining engineering analysis and reporting, public outreach costs (other than direct costs as described below), costs to administer the election (other than direct costs as described below),

and any other costs (whether foreseen or unforeseen) to complete the assessment district formation and ballot proceedings.

D. The Parties also agree to share the direct costs associated with outreach material and the printing and mailing of ballots proportionate to the number of properties benefited by each Party's proposed efforts. Based upon the known properties to be benefitted at this time, the Agency shall pay 32% of the direct costs and District shall pay 68% of the direct costs. In the event that the property counts change between the execution of this MOU and the mailing of ballots, the Parties agree to modify the allocations accordingly.

5. Term and Termination. This MOU shall be effective upon the date indicated above and shall remain effective until the earlier of (i) the execution of a new MOU between the Parties intended to replace this MOU upon the successful passage of an assessment district, or (2) upon thirty (30) days written notice of either party requesting the MOU be terminated.

6. Joint Work Product and Confidentiality. It is the intention of the Parties that all work product shall be considered joint work product, subject to all applicable confidentiality privileges. Both Parties agree to not release draft work product to 3rd parties in respect of that confidential privilege.

7. Standard Provisions.

A. Notices. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail shall be addressed as follows:

To Agency: San Joaquin Area Flood Control Agency
Executive Director
22 E. Webber Ave., Room 301
Stockton, CA 95202

To District: San Joaquin County Flood Control and Water Conservation District
Director of Public Works
1810 East Hazelton Avenue
Stockton, CA 95205

When so addressed, notices shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice in the manner set forth herein.

B. Assignment. This Agreement shall not be assigned by either Party in whole or in part without the written consent of both Parties.

C. Entire Agreement. This Agreement shall constitute the entire agreement between the Parties and shall supersede any previous agreements, whether verbal or written, concerning the same subject matter. No modification of this Agreement shall be effective unless such modification is in writing and signed by both Parties.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

SAN JOAQUIN COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT, A
political subdivision of the State of California

SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

By: _____
CHARLES WINN, Chairman

By: _____
CHRIS ELIAS
Executive Director

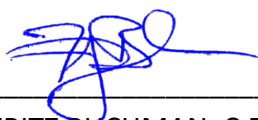
ATTEST:
Clerk of the Board of Supervisors of
the County of San Joaquin, State of
California

APPROVED AS TO FORM:

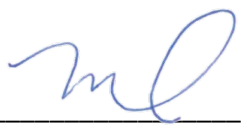
By: _____
RACHÉL DeBORD
Clerk of the Board


By: _____
SCOTT L. SHAPIRO
General Counsel

RECOMMENDED FOR APPROVAL:

By:  _____
FRITZ BUCHMAN, C.E., T.E., CFM
Director of Public Works

APPROVED AS TO FORM:

By:  _____
MATTHEW DACEY
Deputy County Counsel

AGREEMENT NUMBER A-22-_____
CONSULTING AGREEMENT FOR SPECIAL BENEFIT ASSESSMENT DISTRICT
FORMATION SERVICES FOR THE SAN JOAQUIN FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

Contract Amount \$714,933

PARTIES:	COUNTY:	County of San Joaquin Public Works/San Joaquin County Flood Control & Water Conservation District 1810 East Hazelton Avenue Stockton, California 95205
	CONSULTANT:	Larsen Wurzel & Associates, Inc. 2450 Venture Oaks Way, Suite 240 Sacramento, California 95833

Consultant Agreement & Proposal

THIS AGREEMENT, made and entered into this ____ day of _____ 2022, by and between Larsen Wurzel & Associates, Inc., a California Corporation, (hereinafter referred to as "CONSULTANT"), and the SAN JOAQUIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a political district formed by the County of San Joaquin, a political subdivision of the State of California for its Public Works Department, Water Resources Division, (hereinafter referred to as "DISTRICT").

WITNESSETH:

WHEREAS, DISTRICT desires the formation of a benefit assessment district that will consist of a new boundary within the DISTRICT that will include parcels from both Zone 9 of the District and the San Joaquin Flood Control Agency, hereinafter referred to as "PROJECT"; and

WHEREAS, DISTRICT has requested consulting services from CONSULTANT for the PROJECT; and

WHEREAS, CONSULTANT employs experienced, qualified and duly licensed professional staff; and

WHEREAS, DISTRICT desires to engage CONSULTANT for the PROJECT

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. ORDER FOR PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable Federal and State of California statutes and regulations;
- B. This Agreement; then,
- C. CONSULTANT'S proposal and Scope of Work, attached hereto as Exhibit "A."

II. SCOPE OF WORK

CONSULTANT shall perform in accordance with Tasks as referenced and defined in Exhibit "B", which is attached hereto and incorporated herein by this reference, hereinafter referred to as "SCOPE OF WORK". CONSULTANT shall provide all labor, equipment, tools and facilities necessary for the completion of the SCOPE OF WORK.

CONSULTANT represents that all professional personnel required in performing the services under this AGREEMENT have been identified in the CONSULTANT's Statement of Qualifications (Exhibit "C") which is incorporated herein to the SCOPE OF WORK.

CONSULTANT represents that all work performed pursuant to this AGREEMENT either by CONSULTANT or at its direction shall be sufficient to meet the SCOPE OF WORK as specified in this AGREEMENT and shall be rendered in accordance with the accepted practices and standards of CONSULTANT's profession. All work shall be performed according to the requirements of DISTRICT, and other applicable federal, state, and local agencies.

III. SCHEDULE

A. The time schedule for all work shown in the SCOPE OF WORK shall be performed by CONSULTANT in accordance with the estimated schedule listed in Exhibit "B", which is attached hereto and incorporated herein by this reference, hereinafter referred to as "SCHEDULE". The time for performance by CONSULTANT will begin upon issuance of Notice to Proceed by DISTRICT.

B. The work shown in the SCOPE OF WORK shall be completed within the term specified within the SCHEDULE. CONSULTANT shall diligently pursue and coordinate the various tasks contained in the SCOPE OF WORK and proceed according to the SCHEDULE in an orderly and timely manner. The SCHEDULE may be modified by the written consent of DISTRICT, but only in the event that such modifications are necessary due to revisions in the

SCOPE OF WORK caused by the DISTRICT or other reviewing agency, or for other reasons beyond the control of CONSULTANT or it is mutually agreed upon and a written request for modification by CONSULTANT is made at least eight (8) weeks prior to the end of the SCHEDULE. Completion of additional services will be done pursuant to Section IV - CHANGES IN SCOPE OF SERVICES.

C. Except as to any rights or obligations which survive discharge, this AGREEMENT shall be discharged, and the parties shall have no further obligation to each other, upon completion of the SERVICES as certified by CONSULTANT and accepted by DISTRICT. The following provisions in this AGREEMENT shall survive discharge: Section VI - DOCUMENTATION AND SERVICES BY CONSULTANT and Section XII - HOLD HARMLESS. The time for performance by CONSULTANT will be completed upon issuance of Notice of Completion by DISTRICT.

IV. COMPENSATION

A. CONSULTANT shall be compensated in accordance with the compensation schedule listed in Exhibit "C", which is attached hereto and incorporated herein by this reference, hereinafter referred to as "COST PROPOSAL". COUNTY shall reimburse CONSULTANT up to \$714,933, which sum includes all expenses of whatever nature including, but not limited to, the Tasks and deliverables identified in the SCOPE OF WORK, printing costs for all submittals and review materials and any subcontracted work. Actual costs shall not exceed the personnel wage rate sheets and other Task costs set forth in the COST PROPOSAL. CONSULTANT shall also comply with Title 49, Code of Federal Regulations, Part 18 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) in the procurement of services, supplies or equipment.

B. DISTRICT shall manage and administer Task expenditure limits and associated CONSULTANT and subconsultant expenditure limits in accordance with the COST PROPOSAL. If Tasks are completed by CONSULTANT and subconsultants and accepted by COUNTY, and if CONSULTANT can verify cost savings that result in available residual unexpended funds, then these amounts shall be identified by CONSULTANT and reported to DISTRICT. If CONSULTANT forecasts any Task expenditure limit overruns and associated CONSULTANT cost limit overruns or subconsultant cost limit overruns, then these cost overruns shall be identified by CONSULTANT and reported to DISTRICT. Prior written DISTRICT approval must be secured before any cost overrun can be authorized. With prior

written DISTRICT approval, if residual unexpended funds are available, then these funds, at DISTRICT's discretion, may be applied to cost overruns as well as additional supplemental work DISTRICT may request from CONSULTANT. CONSULTANT shall provide a monthly written summary of progress, critical issues, schedule and budget performance, etc, and any cost savings or forecasted overruns are to be identified by CONSULTANT and reported to DISTRICT.

C. Compensation will be provided by DISTRICT to CONSULTANT only for work actually performed during the term of this AGREEMENT. Compensation will be based on the actual amount of work performed in accordance with the SCOPE OF WORK, personnel wage rate sheets and other costs set forth in the COST PROPOSAL. The DISTRICT reserves the right to eliminate or reduce the scope of any work listed in the COST PROPOSAL. No additional compensation will be provided for work eliminated from the original COST PROPOSAL or for work performed under a reduced COST PROPOSAL regardless of the reason for such elimination or reduction.

D. For the purpose of compensation, payments shall be made monthly by DISTRICT, based upon the actual hours of work performed by CONSULTANT. All actual direct costs must be specifically identified evidencing in proper detail the nature and propriety of the charges. Any direct costs not specifically identified in the COST PROPOSAL must be approved by DISTRICT before any expenses are incurred and before any request for reimbursement can be made by CONSULTANT. CONSULTANT shall submit payment requests in duplicate addressed to DISTRICT, which indicate the number of actual hours of work performed, the personnel wage rates, and the other costs related thereto. Monthly payment requests shall include progress updates comparing SERVICES and actual progress, Tasks completed, percent of work completed, and current levels of budget expenditures as a percentage of funds originally allocated for the specific Task in the COST PROPOSAL.

V. CHANGES IN SCOPE OF SERVICES

A. DISTRICT reserves the right to make such alterations as may be deemed necessary or advisable and to require such extra work as may be required for the proper completion of the work by the CONSULTANT in connection with SERVICES and with implementation of SERVICES. Alterations in the services to be provided by the CONSULTANT shall be performed by CONSULTANT, hereinafter referred to as "TASK ORDERS". TASK ORDERS shall be authorized and issued by DISTRICT's Director of Public Works. The Board of Supervisors for

the County of San Joaquin has given the Director of Public Works the approval to sign TASK ORDERS. TASK ORDERS will be issued as necessary and shall constitute a supplement to this AGREEMENT.

B. Each TASK ORDER shall list the scope of altered or additional services to be performed, state the time period within which the altered or additional work is to be completed, delineate any special conditions, state the compensation in accordance with the personnel wage rate sheets and other costs set forth in the COST PROPOSAL, include work effort and cost detail support data, and authorize CONSULTANT to proceed with the services detailed in the TASK ORDER. When compensation for an item of work is subject to adjustment under the provisions of this section, CONSULTANT shall promptly furnish the authorized DISTRICT official with adequate cost data for such item of work.

C. CONSULTANT shall perform altered or additional services as requested by DISTRICT, only after receipt of a TASK ORDER from DISTRICT executed and signed by DISTRICT's Director of Public Works and CONSULTANT.

VI. DOCUMENTATION AND SERVICES BY COUNTY TO CONSULTANT

CONSULTANT shall collect and DISTRICT shall furnish access to all information, data, and maps as currently exist in files necessary for carrying out the services as set forth in this AGREEMENT, to CONSULTANT, without charge, and DISTRICT shall cooperate in every way possible in the carrying out of the work without undue delay. CONSULTANT agrees that DISTRICT's responsibility to provide access to information is limited to data of record in DISTRICT files and in the format as recorded. CONSULTANT shall check and investigate existing information and conditions and notify the DISTRICT of any deficiencies that the CONSULTANT discovers.

VII. DOCUMENTATION AND SERVICES BY CONSULTANT TO DISTRICT

CONSULTANT shall furnish all reports and drawings/plans in hard copy and electronic format as determined by DISTRICT, and reproducibles of all reports and drawings submitted for under this AGREEMENT, to DISTRICT upon completion of this AGREEMENT or earlier termination. All documents and electronic files including, but not limited to, passwords, source codes, etc., submitted by CONSULTANT to DISTRICT shall become the property of DISTRICT upon completion of this AGREEMENT or earlier termination.

No material prepared in connection with this AGREEMENT shall be subject to copyright in the United States or any other country. All drawings, specifications, documents and other

memoranda relating to work and services hereunder, shall remain or become the property of the DISTRICT whether executed by or for the CONSULTANT for DISTRICT, or otherwise by or for the CONSULTANT, or by or for a subcontractor operating under the CONSULTANT'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to COUNTY forthwith upon DISTRICT written demand, termination or completion of the work under this AGREEMENT.

DISTRICT agrees that if DISTRICT substantially and materially alters any of the instruments of service, including supporting studies, materials, plans, and other documents delivered to DISTRICT by CONSULTANT upon completion of the AGREEMENT, any use by DISTRICT of such instruments of service for this or any other SERVICES shall be at the DISTRICT's sole risk and responsibility.

CONSULTANT and subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to performance under this AGREEMENT, but not limited to, the costs of administering this AGREEMENT. Such materials shall be available at their respective offices at all reasonable times during this AGREEMENT period and for three years from the date of final payment under this AGREEMENT.

VIII. WORK PRODUCT

DISTRICT and CONSULTANT acknowledge and agree that "Work Product", and all components of it, provided or developed by CONSULTANT hereunder or in connection herewith shall constitute "works made for hire" within the meaning of Title 17 United States Code Section 101 et seq. (the "Copyright Act"), and all right, title, and interest in and to the Custom Products shall vest in the DISTRICT immediately upon development. To the extent any such Custom Products may not be the sole and exclusive property of the DISTRICT and/or may not be a "work made for hire" as defined in the Copyright Act upon development, then CONSULTANT agrees to and hereby does sell, transfer, grant and assign to the DISTRICT all copyrights, patents, trade secrets, inventions, and other proprietary rights, title, and interest in and to such Custom Products upon development. On all written material, whether in print, electronic, or any media form, constituting "Work Product", CONSULTANT shall place or cause to be placed the following legend preferably in the lower right corner: © 2022County of San Joaquin. All rights reserved.

IX. PERSONNEL

A. CONSULTANT agrees that it employs, or will employ, at its expense, all personnel

required in performing the services under this AGREEMENT. Such personnel shall not be employees of, or have any contractual relationship with DISTRICT. The CONSULTANT further agrees that should any personnel be replaced or added after the execution of this AGREEMENT, the CONSULTANT shall notify the DISTRICT within five (5) business days and said personnel shall be subject to the DISTRICT's written approval prior to initiating any work under this AGREEMENT.

B. DISTRICT acknowledges that CONSULTANT may subcontract certain portions of the SCOPE OF WORK to subcontractors as specified in the COST PROPOSAL. DISTRICT hereby approves the use of these firms as subcontractors. Should any subcontractors be replaced or added after DISTRICT's approval, DISTRICT shall be notified within five (5) days and said subcontractors shall be subject to DISTRICT's Department of Public Works Director or assigned designee's written approval prior to initiating any work under this AGREEMENT.

CONSULTANT shall be fully responsible for the complete and full performance of all services of subcontractors and shall compensate all such subcontractors for their work. CONSULTANT shall certify in writing to DISTRICT the payment, in full, of all sums due to subcontractors, subconsultants, agents, and material suppliers who may have a claim for payment for work done or materials supplied under this AGREEMENT.

All of the services required by this AGREEMENT shall be performed by CONSULTANT or under its direct supervision and all personnel engaged in the performance of such activities shall be fully qualified and shall be authorized or permitted under federal, state and/or local law to perform such services.

C. No discrimination shall be made by CONSULTANT in the employment of persons to work under this contract because of race, color, national origin, ancestry, sex, or religion of such person.

X. CONFLICT OF INTEREST

The CONSULTANT affirms that the CONSULTANT presently has no interest that has not been previously disclosed to the DISTRICT; and, shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required to be performed under this AGREEMENT; and, in the event of change in either private interests or services under this AGREEMENT, the CONSULTANT will immediately raise with the DISTRICT any question regarding possible conflict of interest which may arise as a result of such change. The CONSULTANT further agrees that in the performance of this AGREEMENT, no

person having any such interest shall be employed. A potential conflict of interest includes, but is not limited to, work related to contracts with County departments, (other cities), (other parties), local land developers and current clients who may have a financial interest in the outcome of the SERVICES. At the DISTRICT's discretion, a potential conflict of interest may be waived or factored into a modified SCOPE OF WORK, as the case may be.

XI. TERMINATION

DISTRICT reserves the right to terminate AGREEMENT at any time prior to completion by CONSULTANT of the Tasks and work outlined in the SCOPE OF WORK and any supplemental TASK ORDERS, upon receipt of written notice of termination to CONSULTANT. Upon termination, CONSULTANT shall immediately turn over to DISTRICT all documents, records, papers, plans, drawings, and copies of electronic files, whether finished or not, generated by or supplied to CONSULTANT in connection with its performance of services pursuant to AGREEMENT. Costs to assemble, package and transmit information submitted to COUNTY shall be entirely the responsibility of CONSULTANT and subcontractors and shall not be chargeable in any way to DISTRICT. Said documents, records, papers, plans, drawings, and copies of electronic files shall become the property of DISTRICT. DISTRICT agrees that if DISTRICT substantially and materially alters any of the instruments of service, including documents, records, papers, plans, drawings, and copies of electronic files delivered to COUNTY by CONSULTANT upon termination of AGREEMENT, any use by DISTRICT of such instruments of service for this or any other SERVICES shall be at DISTRICT's sole risk and responsibility.

At the time, CONSULTANT submits SERVICES documents and materials to DISTRICT, CONSULTANT shall also submit to DISTRICT a request for final compensation for CONSULTANT and subcontractors for services rendered pursuant to AGREEMENT prior to the date of the written notice of termination. DISTRICT shall review and approve all submittals, and negotiated compensation will not exceed original fiscal COST PROPOSAL budget limits. Furthermore, DISTRICT may adjust final compensation upon termination to CONSULTANT and subcontractors to reflect remaining services necessary to complete the original SCOPE OF WORK. DISTRICT shall assume no liability for costs, expenses, or lost profits resulting from contracts entered into by CONSULTANT with third parties in reliance upon AGREEMENT. Such payment upon termination shall be accepted by CONSULTANT as complete compensation of CONSULTANT for all services, and CONSULTANT waives all payment claims against

DISTRICT arising directly or indirectly under AGREEMENT.

XII. ASSIGNMENT

Both parties shall give their personal attention to the faithful performance of this AGREEMENT and shall not assign, transfer, convey, or otherwise dispose of this AGREEMENT or any right, title or interest in or to the same or any part thereof without the prior written consent of the other party and then only subject to such terms and conditions as the other party may require. A consent to one assignment shall not be deemed to be a consent to any subsequent assignments. Any assignments without such approval shall be void and, at the option of the other party, shall terminate this AGREEMENT and any license, right or privilege granted herein. This AGREEMENT and interest herein shall not be assignable by operation of law without the prior written consent of the other party.

XIII. HOLD HARMLESS

A. The CONSULTANT shall, at its expense, defend, indemnify and hold harmless the County of San Joaquin and its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the negligence or willful misconduct of Consultant, its employees, officers, agents or subconsultants.

B. The duty of CONSULTANT to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at CONSULTANT's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code and as limited in section 2782.8 of the California Civil Code. This duty to defend arises when such claim is made and shall be independent of any finding of negligence. CONSULTANT shall provide legal counsel reasonably acceptable to the DISTRICT.

XIV. INSURANCE

CONSULTANT shall not commence any work until CONSULTANT obtains, at CONSULTANT's own expense, all required insurance that shall be primary, shall name the DISTRICT as additional insured, except for professional liability insurance and workman's compensation insurance, and shall expressly indicate that such insurance is related to CONSULTANT's activities under this AGREEMENT. CONSULTANT shall furnish certification of insurance within ten (10) calendar days of execution of this AGREEMENT by DISTRICT and

prior to issuance by DISTRICT of the Notice to Proceed. Such insurance must be from an insurer admitted to the State of California and have the approval of DISTRICT as to limit, form and amount. The types of insurance CONSULTANT is required to obtain for the full term of this AGREEMENT will be Commercial General Liability Insurance, Professional Liability Insurance and Worker's Compensation Insurance. As evidence of specified insurance coverage, DISTRICT may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies are in force for the specified period during which services will be provided by CONSULTANT. Each policy, or certificate, will bear an endorsement or statement waiving right of cancellation or reduction in coverage without thirty (30) calendar days notice in writing to be delivered by registered mail to DISTRICT.

A. Commercial General Liability Insurance - CONSULTANT shall obtain and keep in force and effect during the term of this AGREEMENT, at the CONSULTANT's own expense, General Liability Insurance on an occurrence based policy, including contractual liability with a combined single limit in the minimum amount of Two Million Dollars (\$2,000,000), and automobile liability insurance with a combined single limit in the minimum amount of One Million Dollars (\$1,000,000).

Such insurance shall name the County of San Joaquin, its officers, agents, its employees, representatives as additional insureds.

B. Professional Liability Insurance - CONSULTANT shall obtain, at CONSULTANT's own expense, and provide evidence of Professional Liability Insurance on an occurrence based policy with an aggregate limit in the minimum amount of One Million Dollars (\$1,000,000.00).

C. Workers' Compensation Insurance - CONSULTANT shall take out and maintain, during the life of the AGREEMENT, Workers' Compensation Insurance for all employees of CONSULTANT employed at the site of the SERVICES and, in case any work is sublet, the CONSULTANT shall require subconsultants to similarly provide Workers' Compensation Insurance for all of the latter's employees. If any class of employees engaged in hazardous work under this AGREEMENT at the site of the SERVICES is not protected under the Workers' Compensation Statute, the CONSULTANT shall provide and shall cause any subconsultant to provide insurance for the protection of employees engaged in hazardous work.

CONSULTANT, by executing this AGREEMENT, certifies that CONSULTANT is aware of the provisions of Section 3700 et. seq. of the Labor Code of the State of California requiring every employer to be insured against the liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that code, and certifies that CONSULTANT

will comply with such provisions before commencing the performance of the work of this AGREEMENT.

XV. WAIVER

In the event that either DISTRICT or CONSULTANT shall at any time or times waive any breach of this AGREEMENT by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this AGREEMENT whether of the same or any other covenant, condition or obligation.

XVI. COSTS AND ATTORNEY'S FEES

The prevailing party of any action brought to enforce or construe the terms of this AGREEMENT may recover from the other party its reasonable costs and attorney's fees expended in connection with such an action

XVII. AGREEMENT CONTAINS ALL UNDERSTANDING

This AGREEMENT represents the entire integrated AGREEMENT between DISTRICT and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This document may be amended only by written instrument signed by both DISTRICT and CONSULTANT. This AGREEMENT shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on the day and year first above written.

COUNTY OF SAN JOAQUIN, a
Political subdivision of the State
of California.

LARSEN WURZEL &
ASSOCIATES, INC
a California corporation

By: _____
CHARLES WINN, Chairman
Board of Supervisors
"DISTRICT"

By:  _____
SETH M. WURZEL
Principal
"CONSULTANT"

ATTEST: RACHEL DEBORD

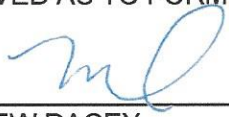
Clerk of the Board of Super-
visors of the County of San
Joaquin, State of California

By: _____

RECOMMENDED FOR APPROVAL

By:  _____
FRITZ BUCHMAN, C.E., T.E., CFM
Director of Public Works

APPROVED AS TO FORM

By:  _____
MATTHEW DACEY
Deputy County Counsel



PUBLIC FINANCE
& MANAGEMENT
RESOLVED

LARSEN WURZEL
& Associates, Inc.

2450 Venture Oaks Ways

Suite 240

Sacramento, CA 95833

www.larsenwurzel.com

San Joaquin County Flood
Control and Water
Conservation District

Re-Initiation of Special Benefit Assessment District Formation Services

SCOPE & PROPOSAL

Prepared for: SJCFWCD & SJAFCA

Submitted: March 4, 2022



March 4, 2022

VIA EMAIL

Mr. Fritz Buchman
San Joaquin County Department of Public Works
1810 East Hazelton Avenue
Stockton, CA 95205
Email: fbuchman@sjgov.org

RE: Proposal for re-initiation of Special Benefit Assessment District Formation Services

Dear Mr. Buchman:

On behalf of Larsen Wurzel & Associates, Inc. (LWA), Kim Floyd Communications (KFC) and R&F Engineering (R&F), I am pleased to provide the attached proposal to the San Joaquin County Flood Control and Water Conservation District (District), in partnership with the San Joaquin Area Flood Control District (SJAFCA) to resume Phase III of the District's efforts to secure sustainable funding for Zone 9 levee operations and maintenance. Phase III efforts were halted in March of 2020 as a result of uncertain economic impacts of the COVID 19 pandemic. Over the past several months, the District has been in discussions with LWA and SJAFCA regarding resumption of the efforts. Based on our coordination with District and SJAFCA staff, the scope of the assessment effort has now been modified to not only include funding for Zone 9 levee operations but also funding for the Lower San Joaquin River Phase 1 Project (the "Greater Stockton Metro Project") levee improvements.

Our team successfully worked with the County on the Phase I and II efforts and previously advanced the Phase III efforts until they were suspended. We are excited by the opportunity to resume the effort and continue working with the County and SJAFCA on an effective process for assessment district formation and implementation.

The attached materials provide a detailed approach, scope of services and fee estimate to resume the project and incorporate SJAFCA's capital funding need based upon our understanding of the remaining work on this effort.

We look forward to supporting the County and SJAFCA as it seeks to secure needed funding for levee improvements and maintenance. If you have any questions, please do not hesitate to contact me by phone at 916-698-5712, or by email at seth@larsenwurzel.com.

Sincerely,

Seth M. Wurzel, CGFM
Principal
Larsen Wurzel & Associates, Inc.

SMW:ar

CC: VIA EMAIL

Mr. Chris Elias, Executive Director, San Joaquin Area Flood Control Agency
Chris.Elias@stocktonca.gov

Mr. Scott Shapiro, General Counsel, San Joaquin Area Flood Control Agency
sshapiro@downeybrand.com

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- A. Estimated Budget Supporting Fee Proposal, 2022 Bill Rates and Conceptual Schedule

Introduction

Larsen Wurzel & Associates, Inc., (LWA) is pleased to present San Joaquin County Flood Control and Water Conservation District (District) with this proposal to re-initiate the previously suspended Special Assessment District Formation effort (Flood-CALM). This proposal includes an updated Scope of Services and Fee Estimate for the subject effort. LWA proposes to provide benefit assessment engineering and formation services to support the formation of a single new special benefit assessment district to fund both operations, maintenance, repair, replacement and rehabilitation (OMRR&R) District's Zone 9 levee system as well as provide funding for the local share of the levee improvements for the Federal Lower San Joaquin River Project (AKA the Greater Stockton Metro Project) being advanced by the San Joaquin Area Flood Control Agency. This scope of work continues LWA's teaming relationship with Kim Floyd Communications (KFC) for the public outreach related portion of the scope of work, with engineering support now proposed to be provided by R&F Engineering in lieu of PBI Engineering (where key staff previously employed by PBI engineering are now located at R&F), collectively making up "Team." In short, the Key Staff making up the original Team on this effort remain the same as previously provided.

This proposal includes the following information:

- Our Project Understanding and Approach, including scope/timeline revisions since January 2019 and the necessary elements to support the Greater Stockton Metro Project;
- Detailed Scope of Services for the proposed work, taking into account efforts completed since the contract was suspended in early 2020; and a
- Summary Fee Proposal for the re-initiation and completion of the effort.

Included as attachments are our detailed budget and conceptual schedule for the scope of work.

Project Understanding and Approach

Project Understanding

The San Joaquin County Flood Control and Water Conservation District (SJCFWCWD) was formed in 1956 to construct, operate, maintain and plan flood control, water supply, drainage, and groundwater recharge projects. On December 19, 1961, the San Joaquin County Board of Supervisors created Zone 9 of SJCFWCWD to provide for maintenance of existing channels, levees and associated structures. SJCFWCWD maintains 119 miles of “project” channels and 105 miles of “project” levees in accordance with agreements with the U.S. Army Corps of Engineers (USACE) and the California Department of Water Resources (DWR). Also, Zone 9 contains approximately 153 miles of non-project channels, and 3 miles of non-project levees which SJCFWCWD maintains as resources allow. Zone 9 is currently funded by a combination of a portion of property taxes and property assessments.

In July 2014, Kjeldsen Sinnock & Neudeck Inc. (KSN), LWA and KFC were engaged by the San Joaquin Area Flood Control Agency (SJAFCA) and the District to evaluate and document the needs of both agencies to meet their missions of providing ongoing flood control services within the SJAFCA and Zone 9 service areas. Due to the lack of sufficient revenues to meet the needs identified, the main objective of the analysis was to develop and scope a process for obtaining sustainable funding to meet the common needs of both agencies. KSN led the effort with support from LWA and KFC. The result of this effort was a November 2014 Technical Memorandum (later updated in November 2015) that analyzed the current and planned scope of services provided by SJAFCA & Zone 9 as well as the historical expenditures and forecasted budgets. The memorandum also evaluated funding alternatives and developed a strategy for the pursuit of a new recommended funding source. The Memorandum concluded with a recommendation to implement the new funding source through a three-phased effort. The first phase, which was the execution of a Memorandum of Understanding between SJAFCA and the District to identify a lead entity and a cost-sharing arrangement for Phase II and III activities, was completed. Phase II consists of developing and refining the approach for funding the services and Phase III consists of implementing the recommended funding mechanism. Phase II services concluded with the delivery of an analysis by LWA that documents a recommended benefit assessment approach and apportionment methodology, as well as the associated assessments rates needed to fund the planned services.

On February 26, 2019, SJCFWCWD and LWA entered into a contract to complete Phase III implementation efforts, to include completion of the benefit allocation, preparation of an engineer’s report, provide public outreach, conduct public hearings, balloting, tabulation of ballots, and formation support, assessment administration for the first year, and assessment appeal support. A significant amount of work had been completed to advance the formation of the Flood Control and Levee Maintenance (Flood-CALM) Assessment District. Specifically, work had completed through the Preliminary Flood-CALM Engineer’s Report and public outreach efforts had begun. In March 2020, due to the uncertain economic impacts of the COVID-19 pandemic at the time, a decision was made by the District to pause efforts on this contract.

Since March of 2020, SJAFCA conducted and completed an assessment feasibility analysis to evaluate an approach to fund the local share of Federally authorized Lower San Joaquin River Phase 1 Project (herein after referred to as the “LSJRP Phase 1”). As economic impacts of the pandemic became clearer and the District began to consider restarting the Zone 9 funding efforts close coordination between SJAFCA and the District regarding the alignment of efforts took shape for the following reasons:

- Similarities, from a special benefit perspective, in flood protection operations, maintenance, repair, replacement and rehabilitation (OMRR&R or O&M) and flood risk reduction services;
- Significant overlap of beneficiaries of Zone 9 levee OMRR&R and LSJRP Phase 1; and,
- Identified efficiencies in assessment formation, related outreach and public stakeholder transparency and simplicity.

The District and SJAFCA decided to prepare a joint analysis and pursue a single assessment formation covering all related flood protection services. The District will take the contracting lead and cooperate with SJAFCA under a memorandum of understanding or similar agreement further defining roles and responsibilities. This change in approach necessitates an updated proposal from the LWA team to leverage work already completed and meet the needs of both agencies.

Proposed Approach

Building on Phase III work completed to date and work completed by SJAFCA, the following tasks lead through the legislative processes of an assessment district formation and the administration of the first year's assessment roll. These implementation tasks include:

- Preparation of a revised Preliminary Engineer's Report, to include those elements of the LSJRP Phase 1, which overlay portions of the SJCFWCD Assessment Formation boundaries
- Delivery and implementation of an outreach and education campaign
- Administration of an efficient and accurate legislative, hearing and balloting process
- Administration of the first year's assessment roll (if the balloting process is successful)

To achieve the goal of implementing a successful assessment district formation, the first three items, further enumerated below remain to be completed:

- *Benefit Allocation and Preparation of an updated Engineer's Report*

Upon agreement of proposed rates, an analysis consistent with the requirements of Proposition 218 must be completed. Using the methodologies developed in the Preliminary Engineer's Report, April 7, 2020, and those from SJAFCA's feasibility evaluation, a final determination will be made of the lands benefitting from the services, including those for the LSJRP Phase 1 and the applicable assessment rates. An updated Preliminary Engineer's Report will document the findings and a professional engineer will ultimately certify the estimated amount of special benefits received by the improvements in a Final Engineer's Report. The Engineer's Report will set each individual property's assessment charge based upon an annual budget in proportion to its special benefit received.

- *Public Outreach and Education*

The Team will develop a public outreach and education program that informs the public regarding existing and required level of services, existing and required levels of funding, and the implications of any inability of the District to provide O&M services or SJAFCA to implement the LSJRP Phase 1. The outreach program will also incorporate the statutory notice requirements of Proposition 218. The outreach program will include the use of public forums/open houses and meetings, direct mailers, and an online approach to disseminating information. This task includes the direct costs for mailing of outreach materials and the required protest ballot.

- **Implementation**

Our team will assist the County and SJAFCA with all required actions to form the proposed assessment district consistent with the recommended statutory authority and formation process outlined therein. This includes coordinating with District and/or Agency Counsel, attendance at all required public hearings, review of public outreach materials for compliance with Proposition 218, and the preparation of required legal notices and tabulation of all ballots.

In summary, the Phase III Deliverables will consist of:

- An Engineer's Report and all associated drafts
 - Note, the Engineer's Report will be prepared leveraging an update to the previously completed Preliminary FloodCALM Assessment Engineer's Report and the assessment feasibility analysis for the LSJRP Phase 1 completed for SJAFCA by Willdan Financial Services
- Assessment District Boundary Map
- Any needed databases for public outreach
- Public outreach program and implementation
- Direct mailing of outreach materials
- Mailed Public Notices & Ballots and returns
- Attendance at Public Meetings to support legislative process
- Ballot Tabulation Support

If the ballot proceeding process is successful, the Team will also assist with enrolling the assessment on the secured property tax bills of the County for Fiscal Year 2023/24 as well as the preparation of any needed Hand Bills. In addition, our services will also support the development and administration of any needed assessment appeals processes for the first year.

The LWA Team proposes the following approach to complete the necessary scope of work as requested by the District.

Phase III – Formation of the Proposed Assessment

Upon agreement with the County to move forward, the Team will update the following efforts:

Prepare Preliminary Engineer's Report and Necessary Board Resolutions

LWA will incorporate the LSJRP Phase 1 into a revised Preliminary Flood CALM Engineer's Report. Prior to initiating the ballot proceeding process, LWA recommends preparing the following resolutions for SJAFCA and/or County Counsel review, and to assist with guiding staff and the Board of Directors and/or Supervisors through the process:

- Resolution adopting specific procedures to be followed, as generally set forth in the League of California Cities Proposition 218 Implementation Guide (Procedures Resolution).
- Resolution initiating ballot proceedings, providing the Boards intention to levy assessments (Resolution of Intention).
- Form of Resolution Adopting Assessment and direct the preparation of the assessment roll (Resolution of Formation).

Once prepared, the LWA Team will work with the SJAFCA and/or County Staff and Counsel to present and walk the Board through the process to initiate the protest ballot proceeding.

Launch Public Outreach Program

For this effort, a well-crafted, coordinated public outreach plan will position stakeholders to make an informed, fact-based decision on whether or not to support an assessment. The plan will be flexible and responsive to changing needs, helping the project team daylight and address concerns before they become obstacles. Ultimately, tactics included in the plan will be designed to:

- Provide clear, transparent, accurate, and consistent information about the purpose and need for increased levee O&M and LSJRP Phase 1 funding. .
- Create and maintain avenues for two-way relationships and open lines of communication with stakeholders.
- Establish and maintain tools that allow for the identification, tracking, and resolution of stakeholder input, questions, and concerns.
- Use a variety of outreach and engagement methods and tools to encourage understanding and action by diverse stakeholders in the project service area.
- Develop interactive, engaging forums to provide important project information and solicit stakeholder input.
- Correct misinformation rapidly and factually.
- Provide evaluation and reporting mechanisms for the effectiveness of public outreach tools and tactics.

Ballot Proceeding and Findings

The Team will produce the assessment ballot and ballot guide for the SJAFCA's and/or County's review prior to mailing. Ballots will be mailed to all property owners, as identified in the current County Assessor's database.

LWA will work with SJAFCA and/or County Staff to determine the best option for collection of the ballots by mail and by hand. Our scope and proposal assume all ballots will be received by SJAFCA and/or County Staff via business reply mail. However, other arrangements can be made available depending on the approach to ballot tabulation.

A public hearing is required at the close of the balloting period. The Team will assist SJAFCA and/or County Staff with the logistics, agenda, and script for the public hearing, as well as be available to answer any questions from the Board.

Ballot tabulation will be conducted by the Team following the public hearing. Depending on when the public hearing ends and the availability of facilities, the tabulation may commence immediately or the following day. We will provide sufficient staff to open, validate, and sort the ballots into batches for tabulation. Ballots will be tabulated electronically. It is LWA's standard practice to double count every batch of ballots and validate at least 10 percent of the returned ballots against the assessment roll.

Once counted and validated, LWA will prepare a tabulation report for presentation to the Board. If a majority protest does not exist, the Board, after consideration of public testimony received at the public hearing, may consider adopting the Resolution of Formation.

Assessment Roll Administration

Should the Board approve of the assessment, LWA will prepare the assessment roll for submission to the County to be placed on the secured property tax roll by the August 2023 deadline.

Property Owner Appeals

Once the assessment has been approved and enrolled, individual property owners have the right to appeal their assessment based on the characteristics assigned to their property. These appeals are typically heaviest in the first year of the assessment after property tax bills are mailed to owners. LWA recommends developing an appeal process whereby official forms are prepared and a timeline is established for submission and review. The Team will work with SJAFCA and/or County Staff in advance of balloting to establish this process and so that it can be incorporated into the Public Outreach Program.

Scope of Services

Task 1 - Project Management

This effort will include the Team's coordination with the District staff to finalize required deliverables. Further, all of the administrative tasks associated with the Project including the day-to-day organization and administration of the Project will take place under the Project Management task.

The anticipated work for this task includes:

- Regular recurring bi-weekly meetings via teleconference or at SJAFCA and/or San Joaquin County Public Works offices.
- Virtual team meetings hosted by LWA as necessary to review progress and coordinate the work plan.
- Project Management activities, such as maintaining the project schedule, contract administration, invoicing, and general coordination with SJAFCA and/or the County and the Project Team.

Deliverables:

- Meeting agenda, minutes, and/or action items as required
- Input on staff reports for Board packages
- Copies of Board presentation materials

Task 2 – Benefit Allocation and Preparation of Engineer's Report

Upon consensus of the rates to move forward with and the amount of services to be funded by the assessment district and the details associated with the LSJRP Phase 1 component of the effort, an analysis consistent with the requirements of Proposition 218 must be completed. Using the prior preliminary engineering report for the O&M funding and the work performed by Willdan on the Greater Stockton Metro Project assessment feasibility analysis, a final determination will be made of the lands benefitting from proposed services and the applicable assessment rates.

Proposition 218 requires that the local government determine if the assessed property owners receive "special benefit" from the service funded by the assessment. Next, a professional engineer must prepare a report that estimates the amount of special benefit received by the improvements. Finally, the report must set each individual property assessment in proportion to the special benefit received. The Team will complete this analysis and prepare the required Engineer's Report including the Professional Engineering Certification of the Engineer's Report required by Proposition 218.

In addition, the Team will update previously prepared drafts of the necessary resolutions to initiate the protest ballot proceeding. The Team will work with SJAFCA and/or County Staff and Counsel to finalize the resolutions for the Board of Directors' and/or Supervisors' consideration.

Deliverables:

- Updated Map / Exhibit delineating the boundary of the benefiting parcels within the proposed assessment district.
- Updated Administrative Draft & Preliminary Engineer's Report and assessment roll.
- Updated Resolution Adopting Proposition 218 Procedures
- Updated Resolution of Intention

- Resolution Adopting the Assessment (if approved by Property Owners)
- Final Engineer's Report and assistance with the first year's assessment roll.

Task 3 – Public Outreach

Upon approval from Board of Directors and/or Supervisors, the Team will launch the Public Outreach Program. This essential effort requires a well-crafted, coordinated public outreach plan that will position stakeholders to make an informed, fact-based decision on whether or not to support the assessment. The plan will be flexible and responsive to changing needs, helping the project team daylight and address concerns before they become obstacles. Specific tactics will be refined using public opinion research findings from Phase II, however, for budgeting purposes the following is assumed:

Key Messages

The FloodCALM messages previously developed will be updated to incorporate the LSJRP Phase 1. These messages will be tested through new stakeholder interviews to better ensure understanding by the public of terminology, recommendations, and action items. Updated key messages will allow project team members, elected officials, and other internal stakeholders to speak with a unified voice.

Key Messages Deliverables:

- Research-based key messages for integration into all public outreach materials

Outreach Materials & Ballot Package

The consultant will work with the project team on the development of revised outreach materials that maximize community exposure to the project purpose, necessity, and timeline. Public opinion research will help to identify preferred means of communication, but these materials could include fact sheets, fliers, FAQs, postcards, newsletters, and infographics, to name a few. Spanish-language translation can be provided for all materials. For purposes of this scope, it is assumed outreach materials will include one mailed newsletter, one mailed postcard, along with a fact sheet and FAQ. However, allowance is given for the development of additional handouts/fliers. The consultant will revise the previously developed Ballot Information Guide, assessment ballot, and ballot packaging (mailing envelope and return envelope).

Task 3 – Outreach Materials & Ballot Package Deliverables:

- Direct mail newsletter (one estimated at 100,000 units)
- Direct mail postcard (one estimated at 100,000 units)
- Fact sheet(s)
- FAQs
- Ballot Package (Ballot Information Guide, Assessment Ballot, Return Envelope, Distribution Envelope – one package estimated at 100,000 units – *direct cost budgeted under Task 4 below.*)

Webpage

Content for a distinct assessment webpage will be developed to provide online access to all collateral materials and up-to-the-minute information related to the assessment process. Options include the development of a basic, short-term website that will be linked to the County or SJAFCA's existing website, OR the development of materials for a single page that is added to the County or SJAFCA's existing site.

Both options include a basic “assessment calculator” that will allow property owners to input their address and identify their proposed assessment, along with the calculation factors specific to their property. The calculator framework previously developed will be leveraged and updated to include factors used to calculate benefit from the LSJRP Phase 1.

Webpage Deliverables:

- Basic website, or webpage content
- Assessment calculator

Specialized Stakeholder Outreach

The most effective form of communication is face-to-face discussion. As such, it will be important to identify opportunities for small-group or one-on-one meetings with key stakeholders (as identified by the project team) to address key concerns and provide factual information. This task will include close coordination with Reclamation Districts impacted by the LSJRP Phase 1. The consultant will manage the scheduling of all meetings.

Specialized Stakeholder Outreach Deliverables:

- Up to 40 small-group or one-on-one stakeholder meetings
- Manage scheduling and participation from team, staff, and Board Members

Speakers’ Bureau

Not all property owners will have the time or flexibility to attend public meetings or workshops. For that reason, it’s imperative that we reach out to civic, business, and quasi-governmental organizations to request opportunities to present project information. A Speakers’ Bureau will ensure the Agency is readily available to take advantage of such opportunities when presented. For purposes of this scope, 10 meetings are assumed.

Speakers’ Bureau Deliverables:

- Identify and train members of the Speakers’ Bureau
- Identify opportunities for presentations
- Manage scheduling and participation from Agency and project team
- Produce handouts, PowerPoints, or other presentation materials, as needed
- Assist at meetings, when needed or upon request (up to 10)

Public Workshops (Up to Six)

A series of public workshops will be held before and immediately following balloting. Timing and location (online and/or in-person, or both) will be determined as part of the public outreach plan development. The format, which will be detailed in a public meeting and facilitation plan, will allow for community members to ask questions of project team members one-on-one. In addition, partnering agencies, such as FEMA and DWR, will be invited to participate to provide integrated flood management and flood insurance information. Spanish translation assistance can be provided, as needed.

Public Workshops Deliverables:

- Scheduling and publicity for six community workshops
- Public meeting plan and facilitation document
- Management of all logistics, to include: facility scheduling, development of agenda and outreach materials, and general summaries of public comments/questions

Information Hotline/Email

A project hotline and email will be established to ensure property owners have ready access to a source of information on the assessment district process, even after business hours. It will also allow for the tracking of property-specific concerns, needed adjustments in factors used to calculate assessments, and requests for replacement ballots. The hotline will feature a recorded message directing callers to visit the project website, and/or leave a message if they want to speak to the public outreach consultant. Options will be provided for English and Spanish speakers. All calls will be returned within a 24-hour period. A tracking log will be established and maintained to document all inquiries and responses. The hotline number and email will be included in all outreach materials and on the website.

Information Hotline/Email Deliverables:

- One hotline number to be maintained by the public outreach consultant
- One email address to be maintained by the public outreach consultant
- Tracking log

Media Relations

The consultant will work with media representatives to provide factual information regarding the proposed benefit assessment district, and provide notice of opportunities for public information and input. Work may include media briefings, development of media releases or alerts, media tours, and assistance with opinion pieces. Media coverage will be monitored for accuracy and corrections provided, as needed. For purposes of this RFP, it is assumed that up to three media releases will be developed, along with a calendar release for community workshop dates, up to two media briefings/tours of facilities, and one opinion piece.

Media Relations Deliverables:

- Media releases (3)
- Calendar release (1)
- Media briefings/tours (2)
- Opinion/Editorials (1)

Social Media/IP Targeted Media

The dynamic nature of social media has changed the way people seek and receive information, and also the way in which traditional media is sourced. In addition to creating content for outreach materials, the webpage and traditional media, the public outreach consultant will develop content for posting to the County's existing social media accounts, such as Facebook, Twitter, and Nextdoor. Photos, video, and infographics will be developed, as appropriate, along with assistance for follow-up engagement.

IP targeting functions like traditional direct mail in that it can reach individual households in the form of banner or video messaging. Physical mailing addresses are matched to individual household/business IP addresses. Messages are delivered via the internet sites the targeted addresses visit. Messages can be timed with the distribution of printed materials, community meetings and balloting distribution.

Social Media/IP Targeted Media Deliverables:

- Facebook posts (up to 10)
- Twitter posts (up to 10)
- IP matching for all properties within district's boundaries (approximately 97,000)
 - 12 media impressions per household
 - 3 message changes

Task 4 - Implementation Support

The Team will provide coordination and management of formation and election requirements of Proposition 218, as well as the requirements of the specific legislation to be used to form an assessment district. The Team will attend the relevant Board meetings and prepare communication for the Board to be informed on taking the needed actions to form the assessment district. The actions taken by the adoption of certain resolutions related to the formation of the assessment district will generally include the following:

- Declaration of the intention to form the assessment district (Resolution of Intention)
- Setting a public hearing
- Preliminary approval of the Engineer's Report
- Mailing of ballots/notice of public hearing (estimated approximately 100,000 ballots)
 - *(Note – LWA estimates that there are approximately 130,000 unique parcels, however, we assume that this number can be reduced to approximately 100,000 unique owners. LWA assumes that we can save some direct costs by consolidating parcels with unique owners onto single ballots)*
- Conducting a public hearing
- Tabulation and certification of balloting
- Approval of a Final Engineer's Report
- Formation of the assessment district

The Team will provide Mailing Systems, Inc. (MSI) the ballot package files and a ballot merge file for production and mailing of notices and ballots to property owners within the proposed assessment district. MSI will manage all production and mailing and will provide a proof set for our records. Return envelopes will include either the County's or SJAFCA's business reply mail permit number to limit the cost of postage to just those ballots returned. It is assumed that SJAFCA and/or County Staff will secure a local ballot deposit box and means for receiving and securing the mailed ballot returns. During the ballot proceedings, the Team will respond to landowner questions and any requests to provide a replacement ballot.

Prior to the close of the balloting period, the Board of Directors and/or Supervisors will hold a Public Hearing to receive public testimony, statements, and/or questions from property owners affected by the proposed assessment. The Team will be available to support SJAFCA and/or County Staff during the Public Hearing to providing information and/or answer questions at Staff's request.

During the Public Hearing, property owners will be afforded the final opportunity to hand deliver their ballots and/or request a replacement ballot. Following the close of the Public Hearing, the Board of Directors and/or Supervisors will direct staff to tabulate the ballots, announce the location for public viewing during tabulation, and set the location, date, and time for the announcement of the tabulation results.

The Team will then open returned ballots, inspect each ballot to verify that it is a valid ballot, and begin sorting and batching of Yes/No ballots. Each batch of ballots will be counted twice to confirm accurate tabulation results. After tabulation is complete, the Team will validate at least 10% of the ballots returned by comparing the data on the ballot against the tabulation database to ensure the results are accurate. Once complete, the Team will prepare a Ballot Tabulation Report and present the results to the Board of Directors and/or Supervisors.

Deliverables:

- Database for Public Notice and Balloting
- Design, Production and Mailing of Public Notice, Ballot and Return Envelope for approximately 100,000 pieces
 - Attendance of up to 5 Board Meetings related to the formation of Assessment District. These meetings will include the following:
 - Board Briefing on Assessment District
 - Board adoption of Resolution of Intention
 - Board Briefing during Balloting Period
 - Public Hearing / Close of Balloting
 - Meeting to reconvene receiving election results (and, if applicable, adoption of Resolution of Formation)
 - Hosting of up to two public open houses near the affected area
 - Attendance at up to 10 onsite team meetings (in the Stockton Area)
 - Coordination of Ballot Tabulation in Public Setting including the preparation of a Ballot Tabulation Database
- Returned ballots and ballot materials in sealed storage containers for storage. (Note these documents must be made available upon request to the public for at least three years).
- Ballot Tabulation Report

Task 4a – Additional Support – Assessment Administration for FY 2023/2024

If approved by property owners, the Board of Directors and/or Supervisors may elect to approve the Resolution Forming the Assessment District and Setting the Assessment Rate for FY 2023/2024 and direct County Staff to place on the secured property tax roll. The Team will prepare an electronic assessment roll for submission to the County Auditor Controller, or other division responsible for managing direct levies placed on secured property tax rolls. The Team will respond to any rejections as a result of last-minute splits or mergers of parcels. This is required by statute by August 10, 2023. Typically, not all assessment levies are able to be placed on the Secured Property Tax rolls for various reasons. The most common reason is that many public agency-owned parcels are exempt from Ad Valorem Property Taxes, therefore the County does not prepare a Tax Bill for these properties. In these cases, the District will need to hand bill these parcels. LWA will assist the District in preparing and mailing handbills to affected property owners.

Deliverables:

- County format required to place a direct levy on secured property tax roll and any follow-on coordination / certification of the Assessment Roll.
- Hand bill database and mail merge, preparation and mailing of the hand bills per SJAFCA and/or County Staff specifications.

Task 4b – Additional Support – Assessment Appeal Period

During the first year of a newly levied assessment, the SJAFAC or the County will likely receive numerous requests from property owners appealing the new assessment. The Team will coordinate with County or SJAFCA Staff to establish an assessment appeals policy that will set forth the procedures for a property owner to appeal their assessment and establish the deadline for receiving appeals that could be acted on in the then current fiscal year. Appeals received after the deadline would take effect the following fiscal year.

The Team would assist County Staff with evaluating any appeals received up to the deadline for FY 2023/2024.

Deliverables:

- Assessment Appeals Policy and Forms
- Assessment Appeals Forms with justification for rejection or approval of any changes.
- Coordination with County to reissue property tax bills as a result of an appeal.

A Note on Assessment Defense

In the event of a legal challenge to the assessment, any claims by one or more property owners that they do not receive the special benefits indicated in the Engineer's Report, or other allegations challenging the validity of the Engineer's Report and its methodology in determining the assessments, LWA will support the SJAFCA and/or County with additional reviews to validate the assessment, or correct the assessment according to the findings in our review.

The level of effort required will vary depending on the individual claims of each challenge to the assessment and will be billed on a time and expense basis. Based on our experience, the typical challenge from a property owner will require up to 8 hours to review the claims made by the property owner and prepare a briefing to the Board regarding the validity of the claim. Legal challenges filed through the court system will require a higher level of effort that would be outside the control of SJAFCA and/or the County and LWA. These challenges would require a separate scope of work and associated fee proposal be developed to support SJAFCA and/or the County.

Summary Fee Proposal & Schedule

LWA's fee proposal for the services proposed for the contract term are summarized below. A more detailed Budget supporting the Summary Fee Proposal and our 2022 Bill Rates is included in **Attachment A**.

LWA and its subconsultants charge for 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 estimate and assumptions detailed in **Attachment A**. Further the proposed fee is based on the assumption that the work will be performed in 2022 and 2023. Should the project be delayed, LWA will evaluate the work performed, remaining work, and any applicable bill rate changes to determine if an amended contract budget is required.

Phase III - Formation of the Proposed Assessment	Budgeted Fee
Task 1 - Project Management	\$52,776
Task 2 - Benefit Allocation and Preparation of Engineer's Report	\$49,069
Task 3 -Public Outreach & Education	\$189,892
Task 4 - Ballot Proceeding	\$99,584
Task 4a - Assessment Administration FY23/24	\$13,932
Task 4b - Assessment Appeal Period	\$12,272
Direct Expense & Mark Up	\$297,408
Phase III - Total	\$714,933

LWA has prepared a conceptual schedule to support the scope of work that aims to complete the formation effort to enroll the assessments on the Fiscal Year 2023/24 Secured Property Tax Roll. This assumes that the formation effort is complete by the statutory deadline of submitting all direct charge levies to the County Auditor Controller by August 10 pursuant to Government Code Section 26911.



LARSEN WURZEL
& Associates, Inc.

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

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Attachment A

Estimated Budget Supporting Fee Proposal, 2022 Bill Rates and Conceptual Schedule

LWA
San Joaquin County Flood Control & Water Conservation District / San Joaquin Area Flood Control Agency - Special Benefit Assessment District Formation Services
Fee Proposal Budget

Task/Description	Larsen Wurzel & Associates, Inc.							Kim Floyd Communications				R&F Engineering				Task Totals
	Wurzel / Brown Principal	Riley Sr. PM	Lee Associate I	Abdissa / Others Sr. Analyst	Smith Clerical	Direct Costs [1]	LWA Subtotals	Floyd Principal	Graphic Designer	Direct Costs [1]	KFC Subtotals	Rossiter Principal	Putty Engineer III	Direct Costs [1]	R&F Subtotals	
Billing Rates - Effective through December 31, 2022	\$245	\$233	\$178	\$167	\$101			\$150	\$90			\$250	\$155			
Phase 3 - Formation of the Proposed Assessment																
Task 1 - Project Management																
Bi Weekly Meetings with Team / County / SJAFCA	47	47	0	0	0	\$874	\$23,340	40	0	\$437	\$6,437	24	0	\$437	\$6,437	
Project Management Activities including Team meetings	16	16	16	0	14	\$0	\$11,910	16	0	\$0	\$2,400	16	0	\$0	\$4,000	
Subtotal Task 1	63	63	16	0	14	\$874	\$35,250	56	0	\$437	\$8,837	40	0	\$437	\$10,437	\$54,524
Task 2 - Benefit Allocation & Preparation of Engineer's Report																
Finalize Boundary & Map of the Benefiting Parcels [2]	2	4	24	24	0	\$0	\$9,702	0	0	\$0	\$0	8	8	\$0	\$3,240	
Coordination on Resolutions w/ County Counsel	15	0	0	0	0	\$0	\$3,675	0	0	\$0	\$0	8	8	\$0	\$3,240	
Update to Administrative Draft & Preliminary Engineer's Report	20	12	60	0	2	\$100	\$18,678	8	0	\$0	\$1,200	0	0	\$0	\$0	
Final Engineer's Report	16	8	16	0	2	\$100	\$8,934	4	0	\$0	\$600	0	0	\$0	\$0	
Subtotal Task 2	53	24	100	24	4	\$200	\$40,989	12	0	\$0	\$1,800	16	16	\$0	\$6,480	\$49,269
Task 3 -Public Outreach & Education																
Research	8	8	0	0	8	\$0	\$4,632	30	0	\$0	\$4,500	0	0	\$0	\$0	
Outreach Materials (Postcard & Newsletter - 100,000 ea.)	8	4	4	0	8	\$122,622	\$127,034	40	140	\$0	\$18,600	8	0	\$0	\$2,000	
Hotline	16	0	24	0	0	\$0	\$8,192	100	0	\$100	\$15,100	0	0	\$0	\$0	
Web Page (Calculator)	0	0	16	0	0	\$0	\$2,848	20	0	\$10,000	\$13,000	0	0	\$0	\$0	
Public Workshops (6)	48	48	48	0	48	\$1,973	\$38,309	100	0	\$1,500	\$16,500	24	24	\$0	\$9,720	
Media Relations	0	0	0	0	0	\$0	\$0	30	0	\$0	\$4,500	0	0	\$0	\$0	
Social Media/Targeted Media	0	0	0	0	0	\$0	\$0	40	0	\$30,000	\$36,000	0	0	\$0	\$0	
Specialized Stakeholder Outreach	24	0	24	0	0	\$0	\$10,152	200	0	\$2,300	\$32,300	0	0	\$0	\$0	
Speakers Bureau	0	0	0	0	0	\$0	\$0	100	0	\$2,000	\$17,000	0	0	\$0	\$0	
Subtotal Task 3	104	60	116	0	64	\$124,595	\$191,167	660	140	\$45,900	\$157,500	32	24	\$0	\$11,720	\$360,387
Task 4 - Ballot Proceeding																
Ballot Package Production (100,000)	12	16	16	16	8	\$110,438	\$123,434	40	120	\$0	\$16,800	0	0	\$0	\$0	
Ballot Returns (Postage Paid by County)	0	8	16	0	8	\$0	\$5,520	0	0	\$0	\$0	0	0	\$0	\$0	
Board Meetings (3)	24	24	0	0	0	\$378	\$11,850	40	0	\$720	\$6,720	24	0	\$0	\$6,000	
Public Hearing (1)	16	16	8	0	0	\$125	\$9,197	12	0	\$240	\$2,040	4	0	\$0	\$1,000	
Ballot Tabulation	16	16	16	0	16	\$286	\$12,398	0	0	\$0	\$0	8	8	\$0	\$3,240	
Additional Tabulation Staff (2)	0	0	20	20	0	\$0	\$6,900	0	0	\$0	\$0	0	0	\$0	\$0	
Ballot Tabulation Report & Meeting (1)	8	8	16	0	0	\$0	\$6,672	0	0	\$0	\$0	0	0	\$0	\$0	
Subtotal Task 4	76	88	92	36	32	\$111,227	\$175,971	92	120	\$960	\$25,560	36	8	\$0	\$10,240	\$211,771
Task 4a - Assessment Administration FY23/24																
Prepare Roll and Resolve Rejections	8	2	16	0	0	\$150	\$5,424	0	0	\$0	\$0	0	0	\$0	\$0	
Direct Bills	16	2	24	0	0	\$1,000	\$9,658	0	0	\$0	\$0	0	0	\$0	\$0	
Subtotal Task 4a - 1st Year Admin	24	4	40	0	0	\$1,150	\$15,082	0	0	\$0	\$0	0	0	\$0	\$0	\$15,082
Task 4b - Assessment Appeal Period																
Prepare Appeal Procedures and Forms	0	4	8	0	0	\$0	\$2,356	0	0	\$0	\$0	0	0	\$0	\$0	
Review Appeals (assume 40)	0	12	40	0	0	\$0	\$9,916	0	0	\$0	\$0	0	0	\$0	\$0	
Subtotal Task 4b - Appeal	0	16	48	0	0	\$0	\$12,272	0	0	\$0	\$0	0	0	\$0	\$0	\$12,272
Subtotal Phase 3	320	255	412	60	114	\$238,045	\$470,730	820	260	\$47,297	\$193,697	124	48	\$437	\$38,877	\$703,304
Applicable Mark-Up 5% of Sub-Consultant Cost											\$9,685				\$1,944	\$11,629
TOTAL PROJECT	320	255	412	60	114	\$238,045	\$470,730	820	260	\$47,297	\$203,382	124	48	\$437	\$40,821	\$714,933

Note - The fee estimate presented here has been prepared for the purpose of demonstrating and estimating the level of effort and budget needed to complete the scope of work as presented. It, in no way, is intended to limit; A) the amount of hours to be expended on each task, B) the staff members to be assigned to complete tasks (subject to the approval of the client), or C) any changes of hourly rates as they might increase or decrease as a result of position changes or alternate staff being assigned to complete tasks in furtherance of completing the scope of work.

Larsen Wurzel & Associates, Inc.

Hourly Rate Schedule

Staff Billing Rates	2022*
Principal	\$245
Senior Consultant	\$256-\$301
Supervising Project Manager	\$245
Senior Project Manager	\$233
Associate Project Manager	\$223
Project Manager	\$212
Supervising Associate	\$232
Senior Associate II	\$221
Senior Associate I	\$211
Associate III	\$200
Associate II	\$189
Associate I	\$178
Senior Analyst	\$167
Analyst II	\$150
Analyst I	\$134
Supervising Engineer	\$240
Senior Engineer II	\$232
Senior Engineer I	\$225
Project Engineer	\$217
Associate Engineer	\$195
Assistant Engineer II	\$184
Assistant Engineer I	\$172
CAD Tech/GIS Specialist	\$150
Junior Engineer	\$140
Senior Project Coordinator	\$150
Project Coordinator	\$134
Project Assistant	\$128
Technical Editor	\$111
Clerical Staff	\$101
Intern	\$78

****Rates 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%.



2022-23 Hourly Rates

Principal - \$150/hour

Project Assistant - \$90/hour

Graphic Designer - \$90-100/hour



Mike Rossiter, PE
(916) 416-6599

Chris Fritz, PE
(209) 304-1739

919 Reserve Drive, Suite 125
Roseville, CA 95678

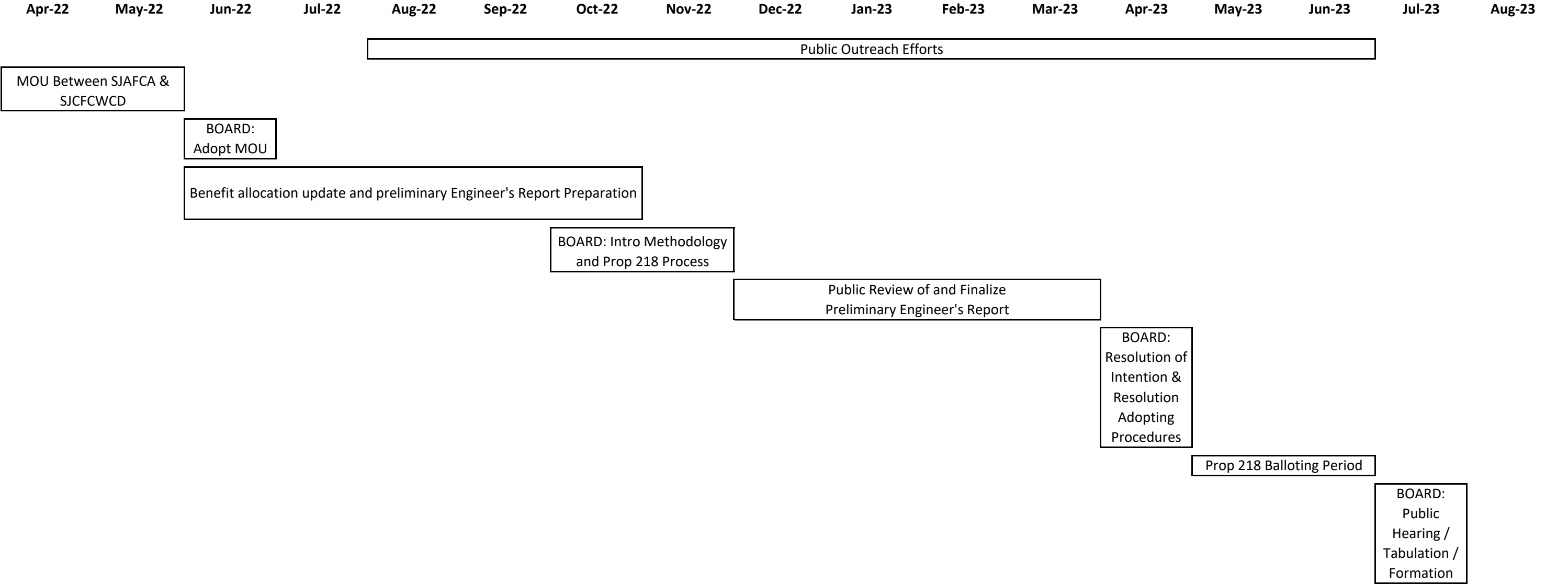
2022 Standard Fee Schedule

Position	Hourly Rate
Principal Engineer	\$250
Supervising Engineer	\$245
Project Manager III	\$230
Project Manager II	\$220
Project Manager I	\$205
Senior Engineer III	\$225
Senior Engineer II	\$215
Senior Engineer I	\$200
Associate Engineer III	\$190
Associate Engineer II	\$180
Associate Engineer I	\$170
Engineer III	\$155
Engineer II	\$145
Engineer I	\$135
Project Technician V	\$150
Project Technician IV	\$135
Project Technician III	\$120
Project Technician II	\$105
Project Technician I	\$90
Admin IV	\$110
Admin III	\$100
Admin II	\$90
Admin I	\$80

Expenses	
Automobile Mileage	Per Current Federal Rates
Subconsultants	At Cost Plus 5%
Other Direct Expenses (Printing, Travel, etc.)	At Cost Plus 5%

Note: Hourly rates will be reviewed and adjusted January 1 of each year

Conceptual Schedule



Agenda Item 5.2

TO: San Joaquin Area Flood Control Agency
FROM: Chris Elias, Executive Director
SUBJECT: **BRANDING OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY**

RECOMMENDATION

Recommend that the Board of Directors approve new branding for the San Joaquin Area Flood Control Agency (SJAFCA) as outlined in the Brand Identity presentation.

DISCUSSION

Background

The existing SJAFCA logo was created upon the Agency's formation in 1995. The existing logo served its purpose when the Agency was smaller and narrowly focused on its Flood Protection Restoration Project. However, the Agency's role has evolved and gained both regional and statewide importance, to include partnership on the \$1.4 billion Lower San Joaquin River Project, Smith Canal Project, Mossdale Tract Project, Paradise Cut and South Delta Restoration Project. At the same time, the Agency is increasing its efforts on public outreach and reintroducing, or introducing, the public to the Agency and its updated mission. As such, it's an ideal time to update the Agency's logo and branding so it conveys a competent, serious public agency capable of delivering flood risk reduction for the communities it serves.

Present Situation

SJAFCA's public outreach team developed a proposed branding package that includes a refreshed logo and color scheme that will carry over to the website and all public outreach materials. The logo offers a subtle nod to the legacy logo, but with a more modern, sophisticated look. The negative (white) space in the logo waves create an "S," and the waves are also designed to represent the joining of hands (partnership) to manage resources and reduce flood risk within SJAFCA's service area. The colors are aligned with both water and the environment and convey a calming, optimistic feel.

Next Steps

Staff recommends the SJAFCA Board approve the proposed logo and branding and direct staff to implement changes to the website, business system and outreach materials.

FISCAL IMPACT

The costs associated with the brand update are included in the existing contract for public outreach. There will be some costs to update the business system (business cards, letterhead and envelopes), but no more than \$2,000.

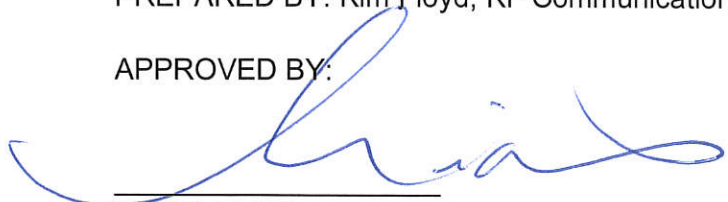
Branding of the San Joaquin Area Flood Control Agency

STRATEGIC PLAN CONSISTENCY ANALYSIS

The material found in this report is consistent with the Mission and Goals of the Board-adopted Strategic Plan, specifically Goal 3 to develop public outreach programs to maximize public and institutional awareness and involvement.

PREPARED BY: Kim Floyd, KF Communications

APPROVED BY:



CHRIS ELIAS
EXECUTIVE DIRECTOR

Attachments:

1. Proposed logo options of the San Joaquin Area Flood Control Agency

CLIENT

San Joaquin Area Flood Control Agency

PROJECT

Brand Identity

PREPARERS

Robert Maurer
Glen Warren

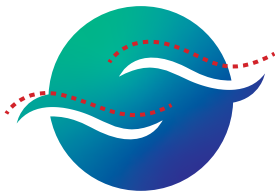
DATE

June 22, 2022

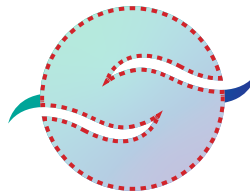


SAN JOAQUIN AREA

FLOOD CONTROL AGENCY



The emblem's waves offer a subtle nod to the legacy logo, but reimagined with a modern sophistication that creates a more free flowing and calming aesthetic.



The negative space created by the wave highlights within the circle subtly define the letter "S".



The waves also represent the joining of communities to manage resources and solve challenges that improve the safety of people, municipalities, agriculture, and environment.

SJAFCA | Brand Identity | Logo Variants & Color Palette

PRIMARY LOGO LOCKUP



SEAL VARIANT



PRIMARY COLOR PALETTE

RIVER

C M Y K 100 85 0 0

R G B 23 71 158

Hex 17479E

AQUA

C M Y K 82 0 51 0

R G B 0 179 155

Hex 00B39B

GRADIENT

AQUA > RIVER

SECONDARY COLOR PALETTE

SKY

C M Y K 80 18 0 0

R G B 0 160 221

Hex 00A0DD

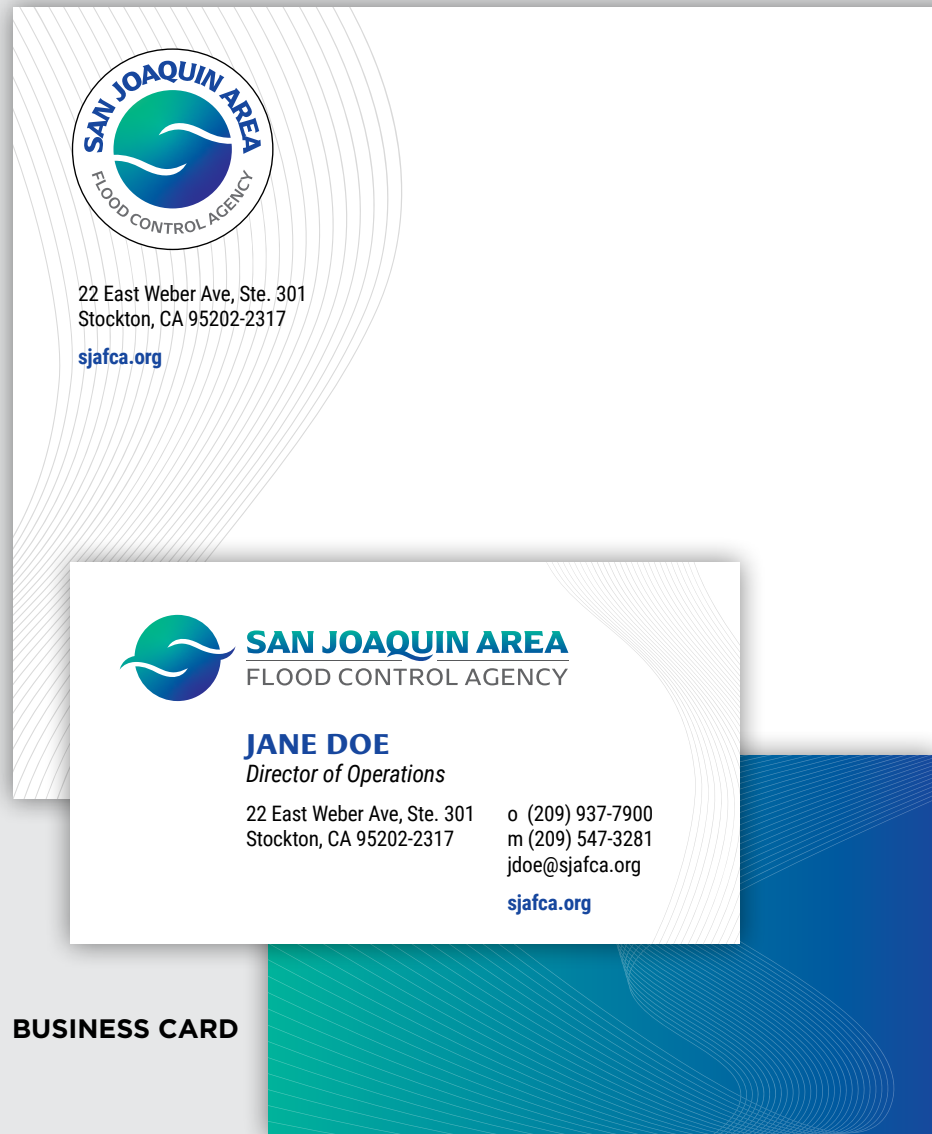
POPPY

C M Y K 0 28 100 0

R G B 254 188 17

Hex FEBC11

ENVELOPE



BUSINESS CARD

FACT SHEET SAMPLE



SJAFCA | Brand Identity | Line Ribbon Design Elements



Thank you.

For more information, please contact:

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Glen Warren

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**End of
Agenda Packet**