San Joaquin Area FLOOD CONTROL Agency

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

BOARD OF DIRECTORS

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

BOARD MEETING – In Person

NEW LOCATION
San Joaquin Council of Governments
Board Conference Room
555 E. Weber Ave, Stockton, CA

THURSDAY, AUGUST 18, 2022

1. **CALL TO ORDER / ROLL CALL**

2. **PLEDGE TO FLAG**

3. **CONSENT ITEMS**

   3.1) Approve Minutes from the July 21, 2022, Board Meeting

   3.2) Amendment No. 3 of Task Order No. 1 with Larsen Wurzel and Associates, Inc. for project implementation support to the U.S. Army Corps of Engineers for the Lower San Joaquin River CA-Project (LSJRP Phase 1)

4. **NEW BUSINESS**

   4.1) Authorize the Executive Director to execute a Feasibility Cost Sharing Agreement and a Local Feasibility Cost Sharing Agreement for the Lower San Joaquin River Lathrop and Manteca, CA Feasibility Study

4.2) Authorize the Executive Director to execute Amendment No. 4 to the Funding Agreement with the California State Department of Water Resources (DWR) for the processing and release of the additional funds provided to the project by the State Budget Act of 2022, Ch. 43. for Smith Canal Gate Urban Flood Risk Reduction Program

5. BRIEFINGS

5.1) Lower San Joaquin River Regional Flood Risk Reduction & Climate Resilience Study

6. ORAL REPORT FROM EXECUTIVE DIRECTOR

7. PUBLIC COMMENTS

8. BOARD QUESTIONS, COMMENTS, ACTIONS

9. CLOSED SESSION

10. ADJOURNMENT

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

Agenda Item 3.1

MINUTES
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
BOARD MEETING OF JULY 21, 2022

STOCKTON, CALIFORNIA

1. **CALL TO ORDER / ROLL CALL 9:04 AM**

Roll Call

Present:	Absent:
Director Akinjo	Director Warmsley
Director Halford	Director Winn
Director Lazard	
Director Miller	
Director Morowit	
Director Singh	
Director Wright	

2. **PLEDGE TO FLAG 9:05 AM**

3. **CLOSED SESSON 9:05 AM**

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

PUBLIC COMMENT

- Dominick Gulli submitted written comments.

REPORT OUT FROM CLOSED SESSION:

- Nothing to Report; No action taken.

4. **CONSENT ITEMS 9:36 AM**

4.1) Approve Minutes from the June 16, 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 June 16, 2022, Board meeting
Moved by:	Director Akinjo, Seconded by Director Miller
Vote:	Motion carried 7-0
Yes:	Director Akinjo, Director Halford, Director Lazard, Director Miller, Director Morowit, Director Singh, Director Wright
Absent:	Director Warmsley, Director Winn

5. **NEW BUSINESS 9:37 AM**

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

PUBLIC COMMENT

1. Matt Holmes shared comments during the meeting for all to hear.
2. Dominick Gulli submitted written comments and shared comments during the meeting for all to hear.
3. Artie Valencia shared comments during the meeting for all to hear.
4. Barbara Barrigan-Parrilla shared comments during the meeting for all to hear.

Motion:	To approve 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
Moved by:	Director Singh, Seconded by Director Halford
Vote:	Motion carried 7-0
Yes:	Director Akinjo, Director Halford, Director Lazard, Director Miller, Director Morowit, Director Singh, Director Wright
Absent:	Director Warmsley, Director Winn

5.2) Branding of the San Joaquin Area Flood Control Agency

PUBLIC COMMENT

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

Consensus given from the Board to proceed with the use of the new branded logo.

6. **BRIEFINGS 10:11 AM**

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

PUBLIC COMMENT

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

6.2) New location for Board Meetings

New location address: 555 E Weber Ave., Stockton, California

PUBLIC COMMENT

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

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

PUBLIC COMMENT

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

7. **ORAL REPORT FROM EXECUTIVE DIRECTOR 10:42 AM**

PUBLIC COMMENT

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

8. **PUBLIC COMMENTS 10:58 AM**

PUBLIC COMMENT

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

9. **BOARD QUESTIONS, COMMENTS, ACTIONS 11:03 AM**

None.

10. **ADJOURNMENT 11:05 AM**

The meeting adjourned at 11:05 AM. The next meeting is scheduled for August 18, 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

July 21, 2022, SJAFCA Meeting Minutes

Agenda Item 3.2

August 18, 2022

TO: San Joaquin Area Flood Control Agency

FROM: Chris Elias, Executive Director

SUBJECT: **AMENDMENT No. 3 OF TASK ORDER No. 1 WITH LARSEN WURZEL AND ASSOCIATES, INC. FOR PROJECT IMPLEMENTATION SUPPORT TO THE US ARMY CORPS ENGINEERS FOR THE LOWER SAN JOAQUIN RIVER CA-PROJECT (LSJRP PHASE 1)**

RECOMMENDATION

It is recommended the Board of Directors of the San Joaquin Flood Control Agency (SJAFCA or Agency) adopt a resolution authorizing the Executive Director to negotiate and execute an amendment No. 3 of Task Order No. 1 with Larsen Wurzel & Associates, Inc. in the amount of $71,592 for implementation of the Lower San Joaquin River Project (LSJRP), Phase 1, and the Mosher Slough reimbursement support which brings the total not-to-exceed contract value to $285,804 for:

a. An additional 12-months of project support during the Construction phase and includes a similar level of effort as that defined in the original Task Order.
b. Provide support to securing the reimbursement of $5M in federal funds from the STOCKTON METROPOLITAN AREA, CALIFORNIA Project authorized by Section 211 of the Water Resources Development Act (WRDA) of 1996.

DISCUSSION

Background

The Lower San Joaquin River Project (LSJRP) was authorized by Congress in the American Water Infrastructure Act of 2018, providing flood risk reduction benefits to north and central Stockton. The LSJRP is a partnership between the U.S. Army Corps of Engineers (USACE), Central Valley Flood Protection Board (CVFPB), and SJAFCA.

In September 2020, USACE, CVFPB and SJAFCA signed a Project Partnership Agreement which marks the beginning of the Construction phase of the LSJRP. This has since led to the continued advancement of the first phase of design along the delta front’s Ten Mile Slough between March Lane and White Slough, also known as Reach “TS_30_L.”

As a project partner, SJAFCA is responsible working closely with USACE, as the design lead, to deliver the project. This effort includes participation in project delivery team meetings; design review; securing lands, easements, rights-of-way, relocations, and disposal/borrow areas (LERRD); local project cost sharing and budgeting; project reach planning; representing local interests; and coordinating with stakeholders.

Present Situation

Larsen Wurzel & Associates, Inc (LWA) was brought on in August 2020 to support project execution of the LSJRP for the following items:

(1) SJAFCA's on-going coordination with USACE on Preconstruction Engineering and Design (PED) activities,
(2) SJAFCA's negotiation and execution of a Project Partnership Agreement (PPA) with USACE and the associated Local Project Partnership Agreement with the California Department of Water Resources, and
(3) SJAFCA's transition from the design to the construction phase of the project.

The proposal for the Task Order amendment will provide for two separate items:

c. an additional 12-months of project support during the Construction phase and includes a similar level of effort as that defined in the original Task Order.
d. provide support to securing the reimbursement of $5M in federal funds from the STOCKTON METROPOLITAN AREA, CALIFORNIA Project authorized by Section 211 of the Water Resources Development Act (WRDA) of 1996. If successful, the proceeds will support funding for the construction of the LSJRP-Phase 1.

Prior amendment 2 in the amount of $118,692 was approved by the board on July 22, 2021. With this additional proposed 12-month effort of amendment 3, an additional $71,592 brings the total not-to-exceed budget to $285,804.

Next Steps

As a next step, staff recommends authorizing the Executive Director to negotiate and execute a Task Order amendment with LWA for a not-to-exceed budget of $285,804 for:

1. an additional 12-months of project support during the Construction phase and includes a similar level of effort as that defined in the original Task Order.
2. provide support to securing the reimbursement of $5M in federal funds from the STOCKTON METROPOLITAN AREA, CALIFORNIA Project authorized by Section 211 of the Water Resources Development Act (WRDA) of 1996.

FISCAL IMPACT

The proposed Task Order amendment falls within the current fiscal year 2022/2023 budget for LSJRP support.

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.

CHRIS ELIAS
EXECUTIVE DIRECTOR

Attachments:

1. LWA amendment Proposal for a professional services agreement and Task Order amendment with Larsen Wurzel & Associates, Inc. for project management support to the Lower San Joaquin River Project (LSJRP), Phase 1.

ATTACHMENT 1

LARSEN WURZEL
& Associates, Inc.
2450 Venture Oaks Way, Suite 100 • Sacramento, CA 95833 • www.larsenwurzel.com

August 9, 2022

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

Subject: Amendment No. 3 to Task Order No. 1 – US Army Corps of Engineers Flood Project (Phase 1) Implementation Support – Proposal to Extend Phase 1 Support Services

Dear Mr. Elias:

Larsen Wurzel & Associates, Inc. (LWA) is pleased to submit the attached proposed supplemental budget for continued assistance to the San Joaquin Area Flood Control Agency (SJAFCA) on the Lower San Joaquin River Project (Project). This amendment proposes to supplement the budget for the on-going construction phase support services (TASK 2) and Mosher Slough reimbursement support services (TASK 3).

Task Order No. 1 of the Consultant Services Master Agreement (Consultant Project No. 2005000) dated August 1, 2020, contains a three-year term, through July 31, 2023. However, the scope and budget are set on a yearly basis.

The estimated budget amendment to provide the services described in this proposal represents another 12-months of services. This amendment would increase the value of Task Order No. 1 by $71,592 from $214,212 to $285,804. Services will be charged on an actual time and materials basis up to the identified not-to-exceed amount. LWA will send requests for payment to SJAFCA monthly based upon the services delivered.

We appreciate the continued opportunity to support SJAFCA in advancing the Lower San Joaquin River Project. If you agree with this proposed supplemental budget, please contact us regarding amending Task Order No. 1. Please let me know if you have any questions or comments regarding this proposal.

Sincerely,

Eric E. Nagy, PE
Principal
Larsen Wurzel & Associates, Inc.

SCOPE OF WORK & BUDGET

Task Order No. 1 - Amendment No. 3
US Army Corps of Engineers Flood Project (Phase 1) Implementation Support,
Lower San Joaquin River Project

This amendment proposes a budget increase to continue implementation support for the Lower San Joaquin River Project, Phase 1. On August 1, 2020, LWA and SJAFCA executed Task Order No. 1 (TO #1) to support (1) SJAFCA's on-going coordination with USACE on Preconstruction Engineering and Design (PED) activities, (2) SJAFCA's negotiation and execution of a Project Partnership Agreement (PPA) with USACE and the associated Local Project Partnership Agreement with the California Department of Water Resources, and (3) SJAFCA's transition from the design to the construction phase of the project. Since that time, two amendments have been proposed, setting a 12-month budget to support the three items listed above.

Most recently, Amendment 2 transitioned work into the construction phase of the project to Task 2 and added Mosher Slough Reimbursement Support as a task. That support was provided in a manner consistent with the scopes of work provided in the proposals for the original Task Order and Amendment No. 1. At the time, the transition to the construction phase level of support was based on an executed PPA, substantial development of design documentation, and the expectation of a construction contract award in February 2022.

The construction phase of a USACE project is an important milestone, in which the "color of money" transitions from the General Investigations (GI) account to the Construction General (CG account, paving the way for project implementation and future Federal appropriations. This does not always result in a physical start of work. As is the case for this project, the transition occurred with the signing of the PPA and a subsequent architect-engineer contract award for geotechnical investigations. This is particularly important for SJAFCA as the work performed by SJAFCA on behalf of the Project is subject to crediting under the construction phase. At the time we transitioned this contract to Task 2 for Construction Phase Support, we anticipated a construction contract award, which has since been delayed. Nevertheless, USACE considers this project in the construction phase, affording it the benefits of receiving and expending subsequent Federal appropriations commensurate with the Federal definition of this phase of the Project.

LWA proposes to continue its services and advice to SJAFCA on the TS30L portion of the project as well as other future reaches. LWA staff is responsible to support SJAFCA's role in the delivery of concurrent design, environmental compliance, real estate/relocation, construction contracting, and construction management activities for TS30L and limited support in the planning of future reaches. This role augments SJAFCA staff work as a member of the NFS team and supports SJAFCA's project management efforts in order to successfully implement the Project. Project delivery is the joint responsibility of USACE, the CVFPB, and SJAFCA. Project implementation support will focus on activities that facilitate the improved integration and participation of project delivery team members. Specific activities associated with LWA's support are:

1. *Project Management Support*
   LWA will support SJAFCA staff by participating in several coordination, alignment, and project implementation meetings for TS30L. Regularly occurring meetings include Project Development Team meetings, environmental coordination meetings, PM team alignment and escalation meetings. Other ad hoc meetings are anticipated throughout a given month. Overall, LWA has budgeted for 6 hours of meetings per month. LWA will provide process, schedule, and non-federal responsibilities advice to SJAFCA. LWA will make recommendations, support with issue papers, provide schedule reviews and markups, consider resourcing needs, and provide similar activities to facilitate project advancement under TS30L.

2. *Environmental Integration*
   LWA will support SJAFCA staff with the CEQA process by integrating efforts completed by SJAFCA's CEQA lead, USACE's NEPA lead, USACE's engineering leads/designers, and USACE's mitigation delivery personnel for TS30L. Support includes the review of CEQA documentation to ensure it matches the level of detail and information found in the USACE design drawings and specifications; LWA will provide council on the alignment of CEQA steps with those required under NEPA and efforts underway to provide TS30L-related mitigation.

3. *Design Review Support*
   LWA will provide design review support associated with civil-engineering related issues and other project-related issues for TS30L. SJAFCA staff has and will continue to take the lead on coordination with local reclamation districts and other parties (utilities and borrow site owners). Yet, LWA will support staff with various activities associated with ensuring the plans meet the needs of SJAFCA and its partners based on an as-needed and as-directed basis. Although this design is near completion, this activity remains part of this scope to the extent LWA will review a final iteration of the plans and specifications or bid documents. LWA will provide support to upload/manage *DrChecks* comment-review process.

4. *Support on Future Reaches*
   LWA will provide design review and project implementation advice on future design reaches of the Project. Support consists of preliminary design review of the next, upcoming reach; consultation on project schedule, non-Federal sponsor requirements, strategy and implementation approaches for the delivery of real estate, utility relocations, CEQA documentation, mitigation, and other responsibilities of SJAFCA under the Project. Support also includes review of the quarterly funds request and support to planning for and budgeting of cash outlays to USACE and credit toward the Project. Other as-directed and as-needed services may be utilized, which could include activities such as: overall Project mitigation approach and strategy preparation; consultant/contractor scoping; Project issue identification, recommendations, and escalation documentation; or USACE deliverable reviews from a process, schedule and non-Federal interest perspective.

LWA also proposes to continue providing support to TASK 3 for Mosher Slough Reimbursement Support under this amendment. LWA would focus its efforts in a similar manner as has been performed over the last 12-month period. This will be accomplished through assisting SJAFCA with securing the reimbursement of additional federal funds from the STOCKTON METROPOLITAN AREA, CALIFORNIA Project authorized by Section 211 of the Water Resources Development Act (WRDA) of 1996. This support will focus on the Lower

Mosher Creek and Upper Calaveras River elements of the project through direction provided under Section 5055 of WRDA 2007. Support activities include close coordination with USACE staff, historical documentation review, position papers, assistance to USACE processes at local, regional and headquarters levels.

LWA's proposed budget for the services is similar to those provided under this task order and as described in the original and subsequent amendments. The following table presents the budget amendment proposal. LWA's current 2022 rate sheet is made available in **Exhibit A** to this proposal.

Project Implementation Support	**Monthly Hours**	**Rate**	**Monthly Budget**	**Subtotal**	**Total**
TASK 2 – LSJR Project – Construction Phase Support (12 months)					
Principal	4	$245	$980	$11,760	
Senior Project Manager	15	$233	$3,495	$41,940	
Senior Associate I	2	$211	$422	$5,064	
Expenses			$100	$1,200	
					$59,964
TASK 3 – Mosher Slough – Reimbursement Support					
Principal	1	$245	$245	$2,940	
Senior Project Manager	3	$233	$699	$8,388	
Expenses			$25	$300	
					$11,628
Budget Augmentation – Amendment #3			**$5,966**		**$71,592**
Existing Budget Authorization					$214,212
TOTAL PROPOSED AUTHORIZATION					**$285,804**

Exhibit A

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%.

RESOLUTION NO. SJAFCA 22-19

S A N J O A Q U I N A R E A
F L O O D C O N T R O L A G E N C Y

===

AUTHORIZATION TO EXECUTE AMENDMENT NO. 3 TO TASK ORDER NO. 1 OF THE MASTER SERVICES AGREEMENT WITH LARSEN, WURZEL & ASSOCIATES, INC., FOR PROJECT IMPLEMENTATION SUPPORT TO THE US ARMY CORPS OF ENGINEERS FOR THE LOWER SAN JOAQUIN RIVER CA-PROJECT (LSJRP PHASE 1)

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

Authorize the Executive Director to:

1. Execute Amendment No. 3 to Task Order No. 1 of the Master Services Agreement with Larsen, Wurzel and Associates, Inc. for the Lower San Joaquin River CA-Project (LSJR), Phase 1, in the amount of $71,592 for implementation support.

2. Appropriate $71,592 to fund the tasks covered in Amendment No. 3 with a not-to-exceed total contractual budget of $285,804.

PASSED, APPROVED AND ADOPTED this 18 day of August 2022.

____
DAN WRIGHT, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

____
CHRIS ELIAS, Executive Director
of the San Joaquin Area
Flood Control Agency.

APPROVED AS TO FORM:

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

Agenda Item 4.1

August 18, 2022

TO: Board of Directors of the San Joaquin Area Flood Control Agency

FROM: Chris Elias, Executive Director

SUBJECT: **AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A FEASIBILITY COST SHARING AGREEMENT AND A LOCAL FEASIBILITY COST SHARING AGREEMENT FOR THE FOR THE LOWER SAN JOAQUIN RIVER LATHROP AND MANTECA, CA FEASIBILITY STUDY**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency (SJAFCA) authorize the Executive Director and general counsel as appropriate to execute:

1. a Feasibility Cost Sharing Agreement Feasibility Cost Sharing Agreement (LFCSA) for the Lower San Joaquin River Lathrop and Manteca, CA Feasibility Study,
2. Self-Certification of Financial Capability, from SJAFCA to the U.S. Army Corps, indicating financial capability to satisfy the obligations for the Study;
3. Certification regarding lobbying.
4. Certificate of Authority affirming that SJAFCA is a legally constituted public body with full authority and legal capability to perform the terms of the Lower San Joaquin River Lathrop and Manteca, CA Feasibility Cost Sharing Agreement between the Department of the Army and SJAFCA in connection with the Lower San Joaquin River Lathrop and Manteca, CA Feasibility Study.

DISCUSSION

Background

In 2009, SJAFCA and the U.S. Army Corps of Engineers (Corps) entered into a $10.7 million Feasibility Cost-Share Agreement for the Lower San Joaquin River Feasibility Study (Study) with a scheduled completion in 2017. This Agreement was amended in 2010 to include the Central Valley Flood Protection Board (CVFPB), represented by the State Department of Water Resources (DWR), as an additional non-federal sponsor. Study contributions are cost-shared as follows: Corps 50%, SJAFCA 25%, and CVFPB 25%.

On June 25, 2010, the CFVPB and SJAFCA entered into a Local Feasibility Cost-Share Agreement (LFCSA) to cost-share the local contribution to the Study on a 50/50 basis.

The Study evaluated flood protection alternatives for the urban areas of Stockton, Lathrop, Manteca, and surrounding unincorporated areas of San Joaquin County. Information from the Study was used to (i) develop a plan to reach 200-year levels of flood protection for urban and urbanizing areas as required by State Senate Bill 5, (ii) quantify "Federal Interest", (iii) provide nexus for Federal crediting (a requirement of the State for bond funding), and (iv) spin off early implementation projects which can utilize State bond funding, such as the Smith Canal Gate Project.

FEASIBILITY COST SHARING AGREEMENT AND LOCAL FEASIBILITY COST SHARING AGREEMENT FOR THE FOR THE LOWER SAN JOAQUIN RIVER LATHROP AND MANTECA, CA FEASIBILITY STUDY

The Study area was initially defined based on the availability of potential non-federal sponsors. The area encompassed the mainstem of the San Joaquin River north of the Paradise Cut bypass (including Paradise Cut), and the east-side tributaries including French Camp Slough, Calaveras River, and Bear Creek. In addition, a preliminary screening effort further refined the potential Study area by identifying areas with the greatest flood risk to existing populations (and likely to have federal interest). During the plan formulation process, approximately 15,000 acres of urban, urbanizing, and agricultural lands were screened out due to lack of federal interest. The lack of federal interest was based on the application of Executive Order 11988 (EO 11988), *-the wise use of floodplains,* and the selection of a Tentatively Selected Plan (TSP) from the final array of alternatives having statistically equal net benefits. In order to avoid the Study from being terminated due to the time and budget limitations imposed on re-scoped studies, SJAFCA and DWR agreed to the screening of RD 17 from the Study with the understanding that a parallel or a subsequent study would be developed for Mossdale.

In 2014, and 2016, the cities of Lathrop and Manteca jointly funded engineering studies that identified information necessary to make a “finding of adequate progress” (Adequate Progress) toward providing ULOP 200-year flood protection for the urbanized and urbanizing areas of the cities.

In 2018 the Cities of Lathrop and Manteca became members of SJAFCA. As a result, SJAFCA became the sole Local Flood Management Agency (LFMA) for the Mossdale Tract area with the responsibility to prepare the adequate progress report. The Adequate Progress Report “APR” submitted to the state since 2019 concluded the need to continue the ongoing Levee Seepage Repair Project (LSRP) and to implement an extension of the existing dryland levee further east to prevent flood water flanking. The existing RD 17 levees protecting the Mossdale Tract Area do not provide 200-year flood protection in compliance with Senate Bill 5 of 2007. SB 5 requires land use agencies to make a finding related to provisions of Urban Level of Protection (ULOP) or Federal Emergency Management Agency (FEMA) level of flood protection prior to approving discretionary land use decisions for non-residential projects or approving ministerial land use decisions (building permits) for new residential buildings. The existing plan for meeting these requirements include two components: (1) RD 17’s ongoing LSRP and (2) the SJAFCA-led levee improvements, now known as the Project. SJAFCA has assumed the role of the LFMA since 2018.

SJAFCA and DWR have executed the Funding Agreement # 4600011771, under the Urban Flood Risk Reduction Program (UFRR), to evaluate potential significant environmental effects associated with the construction, operation, and maintenance of the Project, to include impacts related to climate change. SJAFCA is serving as the Lead Agency under the California Environmental Quality Act (CEQA) and is preparing the Environmental Impact Report (EIR), which will inform subsequent preliminary designs.

While the CEQA process is currently underway, future phases of design, and construction face

FEASIBILITY COST SHARING AGREEMENT AND LOCAL FEASIBILITY COST SHARING AGREEMENT FOR THE FOR THE LOWER SAN JOAQUIN RIVER LATHROP AND MANTECA, CA FEASIBILITY STUDY

limited funding options While SJAFCA has put in place some funding options to finance the Mossdale levee improvement as a locally led project, it is also evaluating the most cost-effective and viable funding alternatives. Some of the alternatives identified include the need for Federal funding to fully implement the Project, in addition to the local and State efforts.

Present Situation

With support of DWR, SJAFCA has worked actively to re-engage USACE as a partner in the Mossdale Project. As part of the annual budget, the US Congress appropriated $200,000 in the FY 2022 Energy and Water Development Appropriations Bill to conduct the Mossdale Project feasibility study. Under this authorization, USACE has agreed to conduct a $3 M feasibility study, which will be cost shared 50% (Federal) / 50% (Non-Federal). USACE will provide the $1.5 M Federal share and SJAFCA and DWR, serving as the Non-Federal Sponsors, will be responsible for providing $1.5 M as in-kind contributions and cash.

Execution of the attached FCSA (Exhibit A) is required for the USACE to allocate their contribution of $1.5 M towards the Project, and execution of the attached LFCSA (Exhibit B) is required for the Non-Federal Sponsors to provide the remaining local cost share as in-kind contributions and cash.

By approving this resolution, the Board will authorize the Executive Director to execute:

1. Feasibility Cost Sharing Agreement (FCSA) and a Local Feasibility Cost Sharing Agreement (LFCSA) for the Lower San Joaquin River Lathrop and Manteca, CA Feasibility Study, which will determine the level of Federal interest in the Mossdale Tract Area Urban Flood Risk Reduction Project (Project);

2. Self-Certification of Financial Capability, from SJAFCA to the US Army Corps, indicating financial capability to satisfy the obligations for the Study;

3. Certification regarding lobbying.

4. Certificate of Authority affirming that SJAFCA is a legally constituted public body with full authority and legal capability to perform the terms of the Lower San Joaquin River Lathrop and Manteca, CA Feasibility Cost Sharing Agreement between the Department of the Army and SJAFCA in connection with the Lower San Joaquin River Lathrop and Manteca, CA Feasibility Study.

It is also recommended that the Board of Directors of SJAFCA authorize the Agency General Counsel to execute the Certificate of Authority affirming that SJAFCA is a legally constituted public body with full authority and legal capability to perform the terms of the Lower San Joaquin

River Lathrop and Manteca, CA Feasibility Cost Sharing Agreement between the Department of the Army and SJAFCA in connection with the Lower San Joaquin River Lathrop and Manteca,

FEASIBILITY COST SHARING AGREEMENT AND LOCAL FEASIBILITY COST SHARING AGREEMENT FOR THE FOR THE LOWER SAN JOAQUIN RIVER LATHROP AND MANTECA, CA FEASIBILITY STUDY

CA Feasibility Study.

FISCAL IMPACT

The Non-Federal Sponsors will be required to provide the local cost share of $1.5 M (50%) which will be evenly divided between SJAFCA ($750,000) and DWR ($750,000). Through the work completed to date under Agreement 4600011771, SJAFCA and DWR have already spent more than what would be their respective cost share requirements under the FCSA to support the Lower San Joaquin River Lathrop and Manteca, CA Feasibility Study and staff will make efforts to leverage that work to support in-kind contributions requirements.

The FCSA specifically defines acceptable in-kind contributions as those "planning activities (including data collection and other services) that are integral to the Study and would otherwise have been undertaken by the Government for the Study and that are identified in the Project Management Plan (PMP) and performed or provided by the Non-Federal Sponsors after the effective date of this agreement and in accordance with the PMP." The Non-Federal Sponsors will leverage all work under the Project accordingly. Potential impacts to SJAFCA's Fiscal Year 2022-2023 budget could range from $25,000 to $250,000 per year, depending on USACE acceptance of in-kind contributions.

In addition, Non-Federal Sponsors will make an initial payment of $25,000 no later than 15 calendar days after the effective date of the FCSA. These funds are already available in the SJAFCA's approved 2022-2023 budget and are needed to initiate the Study, including preparation of the PMP. In the event more funds are needed to develop and finalize the PMP, USACE will provide the Non-Federal Sponsors with a written estimate of the amount of funds required from the Non-Federal Sponsors, and no later than 15 calendar days after such notification, the Non-Federal Sponsors will provide the full amount of such funds to USACE.

Strategic Plan Consistency Analysis

The material found in this report is consistent with the Mission, Goals, Objectives and Priority Actions of the Board-adopted Strategic Plan, Goal 1 – Plan for and Implement System Resiliency.

- Objective 1 – Deliver projects and programs consistent with State and Federal Regulatory Requirements.
    - Action 6: Achieve 200-Year level of protection in the Mossdale Tract Area by 2025.

FEASIBILITY COST SHARING AGREEMENT AND LOCAL FEASIBILITY COST SHARING AGREEMENT FOR THE FOR THE LOWER SAN JOAQUIN RIVER LATHROP AND MANTECA, CA FEASIBILITY STUDY

PREPARED BY GLENN PRASAD

APPROVED BY:

CHRIS ELIAS
EXECUTIVE DIRECTOR

Attachments:

EXHIBIT A – Draft Feasibility Cost Sharing Agreement for the Lower San Joaquin River Lathrop and Manteca Feasibility Study

EXHIBIT B - Local Feasibility Cost Sharing Agreement for the Lower San Joaquin River Lathrop Manteca Feasibility Study

ATTACHMENT 1 - Self-certification regarding lobbying

ATTACHMENT 2 - Self-Certification of Financial Capability, from SJAFCA to the U.S. Army Corps, indicating financial capability to satisfy the obligations for the Study

ATTACHMENT 3 - Resolution 22-17 authorizing the Executive Director to execute a Feasibility Cost Sharing Agreement and a Local Feasibility Cost Sharing Agreement and any Amendments thereto for the Lower San Joaquin River Lathrop and Manteca, CA Feasibility Study

ATTACHMENT 4 - Certificate of Authority authorizing the Agency General to affirm SJAFCA is a public agency and capability to perform terms of the FCSA and LFCSA

EXHIBIT A

MODEL AGREEMENT
FOR
COST SHARED FEASIBILITY STUDIES
APRIL 2, 2015
(with updates as of FEBRUARY 17, 2022)

APPLICABILITY AND INSTRUCTIONS:

1. The attached model feasibility cost sharing agreement (FCSA) must be used for all cost shared feasibility studies of proposed projects that will require specific authorization from Congress; for cost shared general reevaluation studies; and for cost shared feasibility studies of projects authorized without a completed Corps feasibility study. In addition, it will be used, with Option 4 or Option 5, as applicable, for cost shared feasibility studies under the Tribal Partnership Program for construction of water resources development projects or for the construction of projects for the preservation of cultural and natural resources related to water resources development.

2. Authority to approve a FCSA that does not deviate from the approved model, or for an amendment to this model for the purpose of including an approved option to the model, has been delegated to the MSC Commander and may be further delegated to the District Commander. Division Counsel concurrence that the FCSA does not deviate from the subject model, and is appropriate for use for the particular study, is required prior to approval. In addition, authority to approve non-substantive deviations to the model FCSA also has been delegated to the MSC Commander. Division Counsel concurrence that a deviation is non-substantive, with the recommendation to approve the deviation, is required prior to approval by the MSC Commander. An agreement with substantive deviations, including deviations involving policy issues, unique circumstances, or controversial matters, must be forwarded for MSC review and then transmitted to the appropriate HQUSACE RIT and the Headquarters Agreements Team (DLL-HQ-Agreements-Team@usace.army.mil), with MSC Division Commander recommendations, for review and approval by the Director of Civil Works. The District Commander is authorized to execute the FCSA after its approval.

3. The following options, including language for the FCSA, are addressed in the Attachment:
a. Option 1: Not An Obligation of Future Appropriations (page A-1).
b Option 2: Multiple Sponsors (page A-2).
c. Option 3: Study in American Samoa, Guam, the Northern Mariana Islands, the Virgin Islands, or Puerto Rico, or involving an Indian Tribe or tribal organization (except a study under the Tribal Partnership Program eligible for the ability to pay adjustment, in which case Option 4 will be used) (page A-3).
d. Option 4: Tribal Partnership Program ability to pay adjustment (page A-5).
e. Option 5: Accelerated Funds (page A-7).
f. Option 6: Contributed Funds, following Committee notification (page A-8).

4. Reminder: Make all required insertions, including language associated with an option; remove this cover page; remove the open and close brackets and any instructional text; ensure the page numbering, spacing, and page breaks throughout the FCSA are appropriate; if more than one option is used, ensure the Article and paragraph numbering and references therein are correct; and delete the Attachment.

5. The Certificate of Authority, Certification Regarding Lobbying, and the Non-Federal Sponsor's Self-Certification of Financial Capability should be included as a part of the FCSA package. These certificates can be found on the Corps' "Project Partnership Agreements" website under the "Forms" tab.

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE STATE OF CALIFORNIA
AND
THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY
FOR THE
LOWER SAN JOAQUIN RIVER LATHROP AND MANTECA, CA FEASIBILITY STUDY

THIS AGREEMENT is entered into this ________ day of ________, ____, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Corps of Engineers Sacramento District Commander and the State of California Central Valley Flood Protection Board, represented by its Board President, and the San Joaquin Area Flood Control Agency, represented by its Executive Director (hereinafter the "Non-Federal Sponsors").

WITNESSETH, THAT:

WHEREAS, House Report 105-190, which accompanied the Energy and Water Development Appropriations Act of 1998 (PL 105-62), authorizes a feasibility study of the entire flood control system of the San Joaquin River and tributaries ;

"WHEREAS, the Non-Federal Sponsor proposes to accelerate its provision of funds (hereinafter "accelerated funds") for the immediate use by the Government for the Study;

WHEREAS, Section 105(a) of the Water Resources Development Act (WRDA) of 1986, as amended (33 U.S.C. 2215(a)), specifies the cost-sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsors have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Study" means the activities and tasks required to identify and evaluate alternatives and the preparation of a decision document that, as appropriate, recommends a coordinated and implementable solution for flood risk management at Lower San Joaquin River Lathrop and Manteca, CA.

B. The term "study costs" means all costs incurred by the Government and Non-Federal Sponsors after the effective date of this Agreement that are directly related to performance of the Study and cost shared in accordance with the terms of this Agreement. The term includes the Government's costs for preparing the PMP; for plan formulation and evaluation, including costs for economic, engineering, real estate, and environmental analyses; for preparation of a floodplain management plan if undertaken as part of the Study; for preparing and processing the decision document; for supervision and administration; for Agency Technical Review and other review processes required by the Government; and for response to any required Independent External Peer Review; and the Non-Federal Sponsors' creditable costs for in-kind contributions, if any. The term does not include any costs for dispute resolution; participation by the Government and Non-Federal Sponsors in the Study Coordination Team to discuss significant issues and actions; audits; an Independent External Peer Review panel, if required; or negotiating this Agreement.

C. The term "PMP" means the project management plan, and any modifications thereto, developed in consultation with the Non-Federal Sponsors, that specifies the scope, cost, and schedule for Study activities and tasks, including the Non-Federal Sponsors' in-kind contributions, and that guides the performance of the Study.

D. The term "in-kind contributions" means those planning activities (including data collection and other services) that are integral to the Study and would otherwise have been undertaken by the Government for the Study and that are identified in the PMP and performed or provided by the Non-Federal Sponsors after the effective date of this Agreement and in accordance with the PMP.

E. The term "maximum Federal study cost" means the $1,500,000 Federal cost limit for the Study, unless the Government has approved a higher amount.

F. The term "fiscal year" means one year beginning on October 1st and ending on September 30th of the following year.

G. The term "accelerated funds" means non-Federal funds out of proportion with Federal funds but within the ultimate non-Federal cash contribution.**"**

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall conduct the Study using funds appropriated by the Congress and funds provided by the Non-Federal Sponsors. In carrying out their obligations under this Agreement, the Non-Federal Sponsors shall comply with all the requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

B. The Non-Federal Sponsors shall contribute 50 percent of the study costs in accordance with the provisions of this paragraph and provide required funds in accordance with Article III.

1. No later than 15 calendar days after the effective date of this Agreement, the Non-Federal Sponsors shall provide funds in the amount of $25,000, for the Government to initiate the Study, including preparation of the PMP. In the event more funds are needed to develop the PMP, the Government shall provide the Non-Federal Sponsors with a written estimate of the amount of funds required from the Non-Federal Sponsors, and no later than 15 calendar days after such notification, the Non-Federal Sponsors shall provide the full amount of such funds to the Government.

2. As soon as practicable after completion of the PMP, and after considering the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article, the Government shall provide the Non-Federal Sponsors with a written estimate of the amount of funds required from the Non-Federal Sponsors to meet their share of study costs for the remainder of the initial fiscal year of the Study. No later than 15 calendar days after such notification, the Non-Federal Sponsors shall provide the full amount of such funds to the Government in accordance with Article III.C.

3. No later than August 1st prior to each subsequent fiscal year of the Study, the Government shall provide the Non-Federal Sponsors with a written estimate of the amount of funds required from the Non-Federal Sponsors during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsors shall provide the full amount of such required funds to the Government in accordance with Article III.C.

C. The Government shall include in study costs and credit towards the Non-Federal Sponsors' share of such costs, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsors incur in providing or performing in-kind contributions, including associated supervision and administration. Such costs shall be subject to audit in accordance with Article VI to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

1. As in-kind contributions are completed and no later than 60 calendar day after such completion, the Non-Federal Sponsors shall provide the Government appropriate documentation, including invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsors' employees. Failure to provide such documentation in a timely manner may result in denial of credit. The amount of credit afforded for in-kind contributions shall not exceed the Non-Federal Sponsors' share of study costs less the amount of funds provided pursuant to paragraph B.1. of this Article.

2. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsors; for any items provided or performed prior to completion of the PMP; or for costs that exceed the Government's estimate of the cost for such item if it had been performed by the Government.

D. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsors the opportunity to review and comment on contract solicitations prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Non-Federal Sponsors shall not use Federal program funds to meet any of their obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Study. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

F. Except as provided in paragraph C. of this Article, the Non-Federal Sponsors shall not be entitled to any credit or reimbursement for costs they incur in performing their responsibilities under this Agreement.

G. If Independent External Peer Review (IEPR) is required for the Study, the Government shall conduct such review in accordance with Federal laws, regulations, and policies. The Government's costs for an IEPR panel shall not be included in study costs or the maximum Federal study cost.

H. In addition to the ongoing, regular discussions between the parties regarding Study delivery, the Government and the Non-Federal Sponsors may establish a Study Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Study Coordination Team shall not be included in study costs, but shall be included in calculating the maximum Federal study cost. The Non-Federal Sponsors' costs for participation on the Study Coordination Team shall not be included in study costs and shall be paid solely by the Non-Federal Sponsors without reimbursement or credit by the Government.

I. In addition to providing the funds required by paragraph B. of this Article, the Non-Federal Sponsor may provide accelerated funds for immediate use by the Government. The Non-Federal Sponsor understands that use of accelerated funds shall not constitute any commitment by the Government to budget, or the Congress to appropriate, funds for this Study or to match any accelerated funds provided by the Non-Federal Sponsor; that any accelerated funds will be credited toward the Non-Federal Sponsor's cost share only to the extent matching Federal funds are provided; and that the Non-Federal Sponsor is not entitled to any repayment for any accelerated funds obligated by the Government even if the Study ultimately is not completed.

ARTICLE III - PAYMENT OF FUNDS

A. As of the effective date of this Agreement, study costs are projected to be $3,000,000, with the Government's share of such costs projected to be $1,500,000 and the Non-Federal Sponsors' share of such costs projected to be $1,500,000, which includes creditable in-kind contributions projected to be $1,475,000, and the amount of funds required to meet their cost share projected to be $25,000. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsors.

B. The Government shall provide the Non-Federal Sponsors with monthly reports setting forth the estimated study costs and the Government's and Non-Federal Sponsors' estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsors funds, to date; the amount of funds provided by the Non-Federal Sponsors to date; the estimated amount of any creditable in-kind contributions; and the estimated remaining cost of the Study.

C. The Non-Federal Sponsors shall provide to the Government required funds by delivering a check payable to "FAO, USAED, Sacramento District (L2)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsors have deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsors, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsors to cover the non-Federal share of study costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsors to cover the Non-Federal Sponsors' required share of study costs, the Government shall provide the Non-Federal Sponsors with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsors shall provide the Government with the full amount of such additional funds.

E. Upon completion of the Study and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsors with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsors, the Non-Federal Sponsors, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds by delivering a check payable to "FAO, USAED, Sacramento District (L2)" to the District Commander, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government. Should the final accounting determine that the Non-Federal Sponsors have provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds. Such final accounting does not limit the Non-Federal Sponsors' responsibility to pay their share of study costs, including contract claims or any other liability that may become known after the final accounting.

ARTICLE IV - TERMINATION OR SUSPENSION

A. Upon 30 calendar days written notice to the other party, either party may elect at any time, without penalty, to suspend or terminate future performance of the Study. Furthermore, unless an extension is approved by the Assistant Secretary of the Army (Civil Works), the Study may be terminated if a Report of the Chief of Engineers, or, if applicable, a Report of the Director of Civil Works, is not signed for the Study within 3 years after the effective date of this Agreement.

B. In the event of termination, the parties shall conclude their activities relating to the Study. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of contract claims, and resolution of contract modifications.

C. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsors pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE V - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VI - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsors of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsors shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Study. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Study shall not be included in study costs, but shall be included in calculating the maximum Federal study cost.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsors to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsors' request, provide to the Non-Federal Sponsors or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsors' activities under this Agreement. The Non-Federal Sponsors shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE VII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsors each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE VIII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsors:

President
State of California Central Valley Flood Protection Board
3310 El Camino Avenue, Suite 170
Sacramento, CA 95821

Executive Director
The San Joaquin Area Flood Control Agency
22 East Weber Avenue, Suite 301
Stockton, CA 95202-2317

If to the Government:

District Commander
U.S. Army Corps of Engineers, Sacramento District
1325 J Street
Sacramento, CA 95814

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE IX - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE X - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

ARTICLE XI – JOINT AND SEVERAL RESPONSIBILITIES OF THE NON-FEDERAL SPONSORS

The obligations and responsibilities of the Non-Federal Sponsors shall be joint and several, such that each Non-Federal Sponsor shall be liable for the whole performance of the obligations and responsibilities of the Non-Federal Sponsors under the terms and provisions of this Agreement. The Government may demand the whole performance of said obligations and responsibilities from any of the entities designated herein as one of the Non-Federal Sponsors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

BY: ___________________________
CHAD W. CALDWELL, P.E.
Colonel, U.S. Army
District Commander

DATE: ___________________________

STATE OF CALIFORNIA

BY: ___________________________
JANE DOLAN
President

DATE: ___________________________

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

BY: ___________________________
CHRIS ELIAS
Executive Director

DATE: ___________________________

Attachment

Option 1: Not An Obligation of Future Appropriations. Section 221(a) of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b), provides that an agreement may reflect that it does not obligate future appropriations when doing so is inconsistent with constitutional or statutory limitations of a State or political subdivision thereof. However, section 221(a) does NOT provide that the Non-Federal Sponsor's performance and payments are subject to appropriations of funds. The Government retains the right to exercise any legal rights it has to protect the Government's interests. If applicable and requested by the Non-Federal Sponsor, insert into the FCSA as the last Article the following:

"ARTICLE XI - OBLIGATIONS OF FUTURE APPROPRIATIONS

The Non-Federal Sponsor intends to fulfill fully its obligations under this Agreement. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by the **[Insert name of the legislative body that makes the appropriations, e.g., legislature of the State of New York or the New York City Council]**, where creating such an obligation would be inconsistent with **[Insert the specific citation to the constitutional or statutory limitation on committing future appropriations].** If the Non-Federal Sponsor is unable to, or does not, fulfill its obligations under this Agreement, the Government may exercise any legal rights it has to protect the Government's interests.**"**

Option 2: Multiple Non-Federal Sponsors.

1. It is strongly preferred that there is one party only as the Non-Federal Sponsor for the FCSA. Nonetheless, it is permissible to have more than one Non-Federal Sponsor if the Non-Federal Sponsors are jointly and severally responsible for all non-Federal obligations and responsibilities under the FCSA. **The FCSA should be modified to use the term "Non-Federal Sponsors" throughout along with the necessary modifications to change, as appropriate, verbs and pronouns from singular to plural.** In addition, insert into the FCSA as the last Article the following:

"ARTICLE XI – JOINT AND SEVERAL RESPONSIBILITIES OF THE NON-FEDERAL SPONSORS

The obligations and responsibilities of the Non-Federal Sponsors shall be joint and several, such that each Non-Federal Sponsor shall be liable for the whole performance of the obligations and responsibilities of the Non-Federal Sponsors under the terms and provisions of this Agreement. The Government may demand the whole performance of said obligations and responsibilities from any of the entities designated herein as one of the Non-Federal Sponsors.**"**

2. If one of the Non-Federal Sponsors is a non-profit entity, in accordance with ASA(CW) Memorandum, dated April 5, 2012, Subject: Implementation Guidance for Section 2003(b) of the Water Resources Development Act of 2007 - Definition of Non-Federal Interest, confirm eligibility of the non-profit entity to serve as one of the Non-Federal Sponsors and ensure that a legally constituted public body is also serving as one of the Non-Federal Sponsors on the agreement. This memorandum can be found on the Corps' "Project Partnership Agreements" website under the "Guidance" tab. Also, for the non-profit entity that is serving as one of the Non-Federal Sponsors, use the Certificate of Authority for a Non-Profit Entity as provided on the Corps' PPA website under the "Forms" tab.

In addition to the FCSA changes in paragraph 1. above, when one of the Non-Federal Sponsors is a non-profit entity also make the following changes to the FCSA:

Delete the "and" at the end of the second WHEREAS clause and insert the following WHEREAS clauses after the second WHEREAS clause in the agreement:

"WHEREAS, the **[FULL NAME OF NONPROFIT ENTITY]** is an organization that is incorporated under the applicable laws of the **[State of ___________ or Commonwealth of _____________]** as a non-profit organization, exempt from paying Federal income taxes under Section 501 of the Internal Revenue Code (26 U.S.C. 501);

WHEREAS, by letter dated **[MONTH DAY, YEAR]**, the **[FULL NAME OF AFFECTED LOCAL GOVERNMENT]**, the affected local government has consented to the **[FULL NAME OF NON-PROFIT ENTITY]**, serving as a Non-Federal Sponsor for the Study; and**"**

Option 3: Study in American Samoa, Guam, the Northern Mariana Islands, the Virgin Islands, or Puerto Rico, or involving an Indian Tribe or tribal organization (as defined in Section 4 of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. 5304). This option will be used for a study under the Tribal Partnership Program, Section 203 of WRDA 2000, as amended (33 U.S.C. 2269), unless the tribe qualifies for the ability to pay adjustment provided by 33 U.S.C. 2269(d)(1), in which case Option 4 will be used. In accordance with Section 1156 of WRDA 1986, as amended (33 U.S.C. 2310), up to $200,000 at FY 1987 price levels (with such amount adjusted annually for inflation) in non-Federal cost-sharing is waived. For FY 2022, the waiver amount adjusted for inflation is $530,000. For a FCSA executed after FY 2022, the updated waiver amount will be provided in an Economic Guidance Memorandum that will be released each fiscal year (typically in mid to late October).

The following changes to the FCSA should be made:

1. Replace the last sentence in Article I.B. with the following:

"The term does not include any costs for dispute resolution; participation by the Government and Non-Federal Sponsor in the Study Coordination Team to discuss significant issues and actions; audits; an Independent External Peer Review panel, if required; or for negotiating this Agreement. It also does not include any costs funded at full Federal expense based on the waiver of non-Federal cost sharing in accordance with Article II.I."

2. Replace Article II.B. in its entirety with the following:

"B. The Non-Federal Sponsor shall contribute 50 percent of study costs in accordance with the provisions of this paragraph and provide required funds in accordance with Article III.

1. As soon as practicable after completion of the PMP, and after considering the cost sharing waiver in accordance with Article II.I. and the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor for the remainder of the initial fiscal year of the Study. No later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government in accordance with Article III.C.

2. No later than August 1st prior to each subsequent fiscal year of the Study, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article III.C."

3. Replace the last sentence in Article II.C.1. with the following:

"The amount of credit afforded for in-kind contributions shall not exceed the Non-Federal Sponsor's share of study costs."

4. Add a new paragraph I. to Article II as follows:

"I. Pursuant to Section 1156 of WRDA 1986, as amended (33 U.S.C. 2310), the Government shall waive up to **$[Insert Section 1156 waiver amount for current FY]** in non-Federal cost sharing of the Study. The amount of the waiver shall not be included in study costs, but shall be included in calculating the maximum Federal study cost.**"**

5. Replace Article III.B. its entirety with the following:

"B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated study costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable in-kind contributions; costs funded at full Federal expense based on the waiver of non-Federal cost sharing in accordance with Article II.I.; and the estimated remaining cost of the Study.**"**

Option 4: Tribal Partnership Program (TPP) Ability to Pay Adjustment: In accordance with Section 1156 of WRDA 1986, as amended (33 U.S.C. 2310), up to $200,000 at FY 1987 price levels (with such amount adjusted annually for inflation) in non-Federal cost-sharing is waived. For FY 2022, the waiver amount adjusted for inflation is $530,000. For a FCSA executed after FY 2022, the updated waiver amount will be provided in an Economic Guidance Memorandum that will be released each fiscal year (typically in mid to late October). If a tribe qualifies for the ability to pay adjustment as described in the TPP Implementation Guidance dated February 5, 2018 and after application of the above waiver, the following changes to the FCSA should be made:

1. Substitute the following three WHEREAS clauses for the first two WHEREAS clauses in the FCSA:

"WHEREAS, Section 203 of WRDA 2000, as amended (33 U.S.C. 2269) establishes the Tribal Partnership Program and authorizes the Secretary to carry out studies for construction of water resources development projects and projects for the preservation of cultural and natural resources related to water resources development;

WHEREAS, Section 105(a) of WRDA 1986, as amended (33 U.S.C. 2215(a)) specifies the cost-sharing requirements;

WHEREAS, Section 203(d)(1) of WRDA 2000, as amended (33 U.S.C. 2269(d)(1)) requires that cost share agreements under the Tribal Partnership Program shall be subject to the ability of the non-Federal interest to pay in accordance with procedures established by the Secretary, and the Non-Federal Sponsor has met the applicable criteria for the ability to pay adjustment consisting of the application of a 25 percent factor to the otherwise applicable 50 percent non-Federal share, resulting in a non-Federal share of 12.5 percent of study costs; and**"**

2. Replace the last sentence in Article I.B. with the following:

"The term does not include any costs for dispute resolution; participation by the Government and Non-Federal Sponsor in the Study Coordination Team to discuss significant issues and actions; audits; an Independent External Peer Review panel, if required; or for negotiating this Agreement. It also does not include any costs funded at full Federal expense based on the waiver of non-Federal cost sharing in accordance with Article II.I."

3. Replace Article II.B. in its entirety with the following:

"B. The Non-Federal Sponsor shall contribute 12.5 percent of study costs in accordance with the provisions of this paragraph and provide required funds in accordance with Article III.

1. As soon as practicable after completion of the PMP, and after considering the cost sharing waiver in accordance with Article II.I. and the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor for the remainder of the initial fiscal year of the Study. No later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government in accordance with Article III.C.

2. No later than August 1st prior to each subsequent fiscal year of the Study, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article III.C.**"**

4. Replace the last sentence in Article II.C.1. with the following:

"The amount of credit afforded for in-kind contributions shall not exceed the Non-Federal Sponsor's share of study costs.**"**

5. Add a new paragraph I. to Article II as follows:

"I. Pursuant to Section 1156 of WRDA 1986, as amended (33 U.S.C. 2310), the Government shall waive up to **$[Insert Section 1156 waiver amount for current FY]** in non-Federal cost sharing of the Study. The amount of the waiver shall not be included in study costs, but shall be included in calculating the maximum Federal study cost.**"**

6. Replace Article III.B. its entirety with the following:

"B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated study costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable in-kind contributions; costs funded at full Federal expense based on the waiver of non-Federal cost sharing in accordance with Article II.I.; and the estimated remaining cost of the Study.**"**

Option 5: Accelerated Funds. To allow the acceptance of accelerated funds, the FCSA should include the following changes:

Guidance on Accelerated Funds is provided in CECW-P (2020-01) Director's Policy Memorandum FY 2020, dated December 19, 2019, Subject: Acceptance of Contributed Funds, Advanced Funds, and Accelerated Funds. This memorandum can be found on the Corps' "Project Partnership Agreements" website.

1. Insert the following WHEREAS clause before the next to last WHEREAS clause in the FCSA:

"WHEREAS, the Non-Federal Sponsor proposes to accelerate its provision of funds (hereinafter "accelerated funds") for the immediate use by the Government for the Study;**"**

2. Add a new paragraph G. to Article I as follows:

"G. The term "accelerated funds" means non-Federal funds out of proportion with Federal funds but within the ultimate non-Federal cash contribution.**"**

3. Add new paragraph I. to Article II as follows.

"I. In addition to providing the funds required by paragraph B. of this Article, the Non-Federal Sponsor may provide accelerated funds for immediate use by the Government. The Non-Federal Sponsor understands that use of accelerated funds shall not constitute any commitment by the Government to budget, or the Congress to appropriate, funds for this Study or to match any accelerated funds provided by the Non-Federal Sponsor; that any accelerated funds will be credited toward the Non-Federal Sponsor's cost share only to the extent matching Federal funds are provided; and that the Non-Federal Sponsor is not entitled to any repayment for any accelerated funds obligated by the Government even if the Study ultimately is not completed.**"**

Option 6: Contributed Funds, following Committee notification. The cost of work funded with Contributed Funds is included in study costs subject to cost sharing. Contributed Funds are applied toward the Federal cost share.

Guidance on Contributed Funds is provided in CECW-P (2020-01) Director's Policy Memorandum FY 2020, dated December 19, 2019, Subject: Acceptance of Contributed Funds, Advanced Funds, and Accelerated Funds. This memorandum can be found on the Corps' "Project Partnership Agreements" website.

Following completion of the Committee notification process, the FCSA may include the following changes:

1. Insert the following WHEREAS clause before the next to last WHEREAS clause in the FCSA:

"WHEREAS, in addition to providing the required non-Federal cost share, the Non-Federal Sponsor considers it to be in its own interest to contribute funds voluntarily (hereinafter the "Contributed Funds") to be used by the Government for the Study, as authorized pursuant to 33 U.S.C. 701h;**"**

2. Add as the third sentence in Article I.B. the following:

"The term also includes the cost of work funded with Contributed Funds.**"**

3. Add a new paragraph G. to Article I as follows:

"G. The term "Contributed Funds" means those funds above any statutorily required non-Federal cost share that are provided voluntarily by the Non-Federal Sponsor for funding the Study, with no credit or repayment authorized for such funds.**"**

4. Add a new paragraph I. to Article II as follows:

"I. In addition to providing the funds required pursuant to paragraph B. of this Article, the Non-Federal Sponsor will be providing Contributed Funds currently estimated at $__________, for the Study. The Non-Federal Sponsor shall make the full amount of such funds available to the Government by delivering a check payable to "FAO, USAED, **[Insert District and EROC code, e.g., New Orleans (B2)]**" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. No credit or repayment is authorized, nor shall be provided, for any Contributed Funds provided by the Non-Federal Sponsor that are obligated by the Government. In addition, acceptance and use of Contributed Funds shall not constitute, represent, or imply any commitment to budget or appropriate funds for the Study in the future.**"**

EXHIBIT B

LOCAL FEASIBILITY COST-SHARING AGREEMENT
BETWEEN
THE CENTRAL VALLEY FLOOD PROTECTION BOARD
AND
THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY
FOR THE
LOWER SAN JOAQUIN LATHROP & MANTECA, CA FEASIBILITY STUDY

This AGREEMENT is made and entered into this ____________ day of _________, 2022, by and between The State of California, acting by and through the Central Valley Flood Protection Board (hereinafter the Board), represented by its Board President, and the San Joaquin Area Flood Control Agency (hereinafter SJAFCA).

RECITALS:

WHEREAS, the U.S. Army Corps of Engineers (USACE) was authorized in the House Report 105-190 accompanying the 1998 Energy and Water Development Appropriations Act, Public Law 105-62 to develop and formulate comprehensive plans for the flood control and environmental restoration purposes in the Sacramento and San Joaquin River Basins; and

WHEREAS, the USACE completed a reconnaissance study of the Lower San Joaquin River in September 2004 and determined a feasibility study for the Lower San Joaquin River should proceed; and

WHEREAS, the Board and SJAFCA are authorized and empowered under their organizing acts and other State laws to participate in, fund, plan for and carry out flood control activities; and

WHEREAS, on December 15, 2017 the Board approved a letter of intent to become the Non-Federal sponsor for the Lower San Joaquin River Feasibility Study (Study); and

WHEREAS, on September 23, 2022 SJAFCA executed a Feasibility Cost Sharing Agreement (FCSA) for the Lower San Joaquin River Feasibility Study with the USACE; and

WHEREAS, the Board and SJAFCA have agreed to be responsible for the functions of the Study Sponsors under the FCSA; and

WHEREAS, the Board and SJAFCA have agreed to the term of the Study and a maximum contribution described in the FCSA; and

WHEREAS, the Board and SJAFCA desire to specify their respective contributions and other obligations during the term of the Study.

NOW, THEREFORE, the Board and SJAFCA agree as follows:

1. <u>Feasibility Cost Sharing Agreement</u>. A copy of the executed FCSA is attached hereto as Exhibit A and incorporated by this reference.
2. <u>Study Sponsor</u>. The Board and SJAFCA have agreed to perform the functions of the Study Sponsor as stated in the FCSA.

3. <u>Study Activities</u>. Participation by the Board and SJAFCA in the Study is limited to the activities that will be described in the Project Management Plan (PMP).

4. <u>Local Cost-Sharing</u>.

   A. <u>Contributions</u>.

      (1) The Board and SJAFCA agree that their contributions to the Study shall be as follows:

Table 1

Non-Federal Sponsor	Percent (Total Study)
Board	25
SJAFCA	25
Total	50

A portion of or all of the Non-Federal Sponsor contribution toward the Study as in the percentages shown in Table 1 above may be made up as either cash or In-Kind Services as defined in the FCSA. In-Kind Services are to be used as contributions after approval has been obtained from the USACE.

      (2) Cash contributed and/or authorized work performed by SJAFCA or their consultants prior to this AGREEMENT and after execution of original FCSA on September 23, 2022 shall be credited towards their non-federal contribution.

      (3) At such time as the USACE notifies the Board and SJAFCA that payments are due under the FCSA, the Board and SJAFCA shall each pay or contribute its share directly to the USACE consistent with the FCSA. The Board and SJAFCA shall provide to the Government required funds by delivering a check payable to “FAO, USAED, Sacramento District (L2)” to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal

Sponsors have deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsors, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government. SJAFCA shall provide notification of payment to the Board.

(4) Each party to this AGREEMENT shall be obligated only for the percentage shown in Table 1 above unless this AGREEMENT is amended in writing and signed by all parties.

(5) In the event that the Board does not secure any or all of the Board's share of Study costs during the term of this Agreement, SJAFCA may cover the short fall including the cost of any In-Kind Service unless SJAFCA decides to terminate pursuant to Paragraph 7; and there will be no remaining Board obligation toward SJAFCA.

B. Final Accounting. The Board shall prepare and submit to SJAFCA a final accounting of the expenses and revenues of the Study at or prior to termination of the FCSA. At such time, any cash surplus remaining from the cash contributions provided for in paragraph A(4) shall be credited and returned to the Board and SJAFCA in proportion to their respective cash contributions added to their In Kind Services contributions. It is understood in making such final accounting that any cash payments to the USACE shall be deemed to have been made first from the principal of the cash contributions, and then from the earned interest only if the principal has been exhausted. Any earned interest remaining at the time of the final accounting shall be credited and returned to the Board and SJAFCA pro-rated according to the time the respective cash contributions were on deposit with the State's cash investment pool.

5. Disputes: SJAFCA and the Board shall continue with their responsibilities under this AGREEMENT during any dispute.

6. Records and Reports.

A. The Board shall coordinate with the USACE in the maintenance of adequate records of the expenses and revenues of the Study, and such records shall be available for inspection and audit by the designated representatives of SJAFCA within 14 days of any such records being compiled.

B. The SJAFCA shall maintain adequate records of expenses and such records shall be available for inspection and audit by the Board for a period of ten years after final payment under this AGREEMENT.

C. The Board shall furnish SJAFCA with copies of any financial or progress reports received from the USACE within 14 days of receipt of such by the Board.

D. Upon completion of the Study, the Board shall furnish SJAFCA two copies of the USACE' Feasibility Report within 14 days of receipt of such by the Board.

6. Designated Representative. The designated representative by the Board for administration of this AGREEMENT shall be the Executive Officer of the Central Valley Flood Protection Board. The designated representative for SJAFCA for this AGREEMENT shall be the Executive Director. The SJAFCA shall notify the Board in writing of their representatives for purposes of this AGREEMENT.

7. Term of Agreement. The term of this AGREEMENT shall be co-extensive with the term of the FCSA. For good cause, SJAFCA or the Board may exercise their independent rights, under the FCSA, to terminate or suspend the FCSA. "Good Cause" includes but is not limited to either of the parties' inability to renegotiate the provisions of this AGREEMENT that are affected by any changes to the Final FCSA, the Board's inability to secure the balance of its share of Study cost, and SJAFCA's inability to appropriate necessary funding for its share of the Study cost. If the FCSA is terminated, either party may terminate or suspend this AGREEMENT with 60 days' written notice. This AGREEMENT shall not be effective until approval by the Department of General Services has occurred. Upon termination of this AGREEMENT, all data and information generated as part of the Study shall be made available to both parties.

8. Severability Clause. If any provision of this AGREEMENT is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this AGREEMENT be construed to remain fully valid, enforceable and binding on the parties.

9. Notice. Any notice or other communication required under this AGREEMENT shall be in writing and shall be delivered in person to the other party or parties or deposited in the United States mail, postage prepaid, addressed to the other party or parties at the following addresses:

Jane Dolan, President (916) 574-0609
The Central Valley Flood Protection Board
3310 El Camino Avenue, Room 151
Sacramento, CA 95821

Chris Elias, Executive Director (209) 937-8866
San Joaquin Area Flood Control Agency
22 East Weber Avenue, Room 301

Stockton, CA 95202

10. Successors and Assigns. This AGREEMENT shall be binding upon the successors and assigns of the respective parties.

11. Obligation of Future Appropriations. Nothing herein shall constitute nor be deemed to constitute an obligation of future appropriations by the Legislature of the State of California.

12. Independent Contractor: SJAFCA, and its agents and employees, in the performance of this AGREEMENT, shall act in an independent capacity and not as officers or employees or agents of the State.

13. Non-Discriminate Clause: During the performance of this Agreement, SJAFCA and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. SJAFCA and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. SJAFCA and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. SJAFCA and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

14. Child Support Compliance Act: For any Agreement in excess of $100,000, SJAFCA acknowledges in accordance with Public Contract Code 7110, that:

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

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

15. Department of General Services Approval. This AGREEMENT shall not be effective until approval by the Department of General Services has occurred.

IN WITNESS WHEREOF, this AGREEMENT has been executed as of the day and year first above written.

THE CENTRAL VALLEY
FLOOD PROTECTION BOARD
STATE OF CALIFORNIA

By ______________________________
Jane Dolan, President

Date: ______________________________

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:

By______________________________
Kanwarjit Dua, Counsel

Date: ______________________________

SAN JOAQUIN AREA FLOOD
CONTROL AGENCY

By ______________________________
Chris Elias
Executive Director
San Joaquin Area Flood Control Agency

Date: ______________________________

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:

By______________________________
Scott Shapiro
Agency Counsel

Date: ______________________________

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

____
CHRIS C. ELIAS
EXECUTIVE DIRECTOR

DATE: ______________________________

NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS

I, Chris Elias, do hereby certify that I am the Executive Director of the San Joaquin Area Flood Control Agency (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Lower San Joaquin River Lathrop and Manteca, CA Feasibility Study; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the Lower San Joaquin River Lathrop and Manteca, CA Feasibility Cost Sharing Agreement between the Department of the Army and the San Joaquin Area Flood Control Agency in connection with the Lower San Joaquin River Lathrop and Manteca, CA Feasibility Study.

IN WITNESS WHEREOF, I have made and executed this certification this ________ day of ____________________, ________.

BY: ____

TITLE: ____

DATE: ____

RESOLUTION NO. SJAFCA 22-17

S A N J O A Q U I N A R E A
F L O O D C O N T R O L A G E N C Y

==

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A FEASIBILITY COST SHARING AGREEMENT AND A LOCAL FEASIBILITY COST SHARING AGREEMENT AND ANY AMENDMENTS THERETO FOR THE LOWER SAN JOAQUIN RIVER LATHROP AND MANTECA, CA FEASIBILITY STUDY

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY that the Executive Director has been authorized to execute a Feasibility Cost Sharing Agreement and a Local Feasibility Cost Share Agreement and any amendments thereto for the Lower San Joaquin River Lathrop and Manteca Feasibility Study.

BE IT FURTHER RESOLVED that the Executive Director has been authorized to execute all documents necessary to enter into and fulfil the terms of the Feasibility Cost Share Agreement and the Local Feasibility Cost Share Agreement and conduct the Lower San Joaquin River Lathrop and Manteca, CA Feasibility Study.

PASSED, APPROVED AND ADOPTED this _18th__ day of ___August_____ 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

CERTIFICATE OF AUTHORITY

I, Scott L. Shapiro, do hereby certify that I am the principal legal officer for the San Joaquin Area Flood Control Agency, that the San Joaquin Area Flood Control Agency is a legally constituted public body with full authority and legal capability to perform the terms of the Lower San Joaquin River Lathrop and Manteca, CA Feasibility Cost Sharing Agreement between the Department of the Army and the San Joaquin Area Flood Control Agency in connection with the Lower San Joaquin River Lathrop and Manteca, CA Feasibility Study, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Lower San Joaquin River Lathrop and Manteca, CA Feasibility Cost Sharing Agreement, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Lower San Joaquin River Lathrop and Manteca, CA Feasibility Cost Sharing Agreement on behalf of the San Joaquin Area Flood Control Agency acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this ______________ day of _____________ 20___.

____
SCOTT L. SHAPIRO
General Counsel,
San Joaquin Area Flood Control Agency

Agenda Item 4.2

August 18, 2022

TO: San Joaquin Area Flood Control Agency

FROM: Chris Elias, Executive Director

SUBJECT: **AMENDMENT No. 4 TO THE FUNDING AGREEMENT WITH THE CALIFORNIA STATE DEPARTMENT OF WATER RESOURCES (DWR) FOR SMITH CANAL GATE URBAN FLOOD RISK REDUCTION PROGRAM**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency adopt a resolution authorizing the Executive Director to execute Amendment No. 4 to the funding agreement for the Smith Canal Gate Urban Flood Risk Reduction Program as requested by the California State Department of Water Resources (DWR) for the processing and release of the additional funds provided to the project by the State Budget Act of 2022 (Stats. 2022, ch. 43).

DISCUSSION

Background

On February 25, 2015, the SJAFCA Board authorized submittal of an Urban Flood Risk Reduction (UFRR) concept proposal application to seek State funding for project construction.

A full application requesting 67% of construction costs was submitted in August 2015. The application was approved and on October 24, 2017, the UFRR grant agreement was fully executed setting DWR's conditional cost-share at 63% of the project construction costs to a maximum amount of $22,309,666. The grant agreement also required that an Independent Panel of Expert (IPE) engineers review be conducted on a regular schedule sufficient to gather information on the adequacy, appropriateness, and acceptability of the design and construction activities to assure public health, safety, and welfare.

The recommendations by the IPE engineers resulted in increases to the project cost. On February 21, 2019, DWR conditionally committed up to $13,562,092 of additional funding for the State's share to advance the project. This additional funding, which brought the State's share for the UFRR grant to $35,871,758, covered the modifications recommended by the IPE engineers that required changes to the design. These changes in project design were not reasonably foreseeable at the time the UFRR grant agreement was executed. Consequently, the total State contribution for the project through the combined EIP and UFRR grants stands at $38,284,258 (EIP: $2,412,500 + UFRR: $35,871,758).

Up until 2021, the sole funding source by the State for construction of the Smith Canal Gate project was Proposition 1E (Flood System Repair Project of the California Disaster Preparedness and Flood Prevention Bond Act of 2006).

On July 22, 2021, the Board approved Amendment No. 2 to the Funding Agreement which allows the State to access funding for multi-benefit improvements from Proposition 68 (The California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018).

Amendment No. 2 to the Funding Agreement allowed the State to tap into Proposition 68 as a second source to fund its share of the project cost.

On September 23, 2021, Governor Gavin Newsom signed legislation that included AB 170 (Nancy Skinner) - Budget Act of 2021. AB 170 provides for, among other important measures, $2 million in direct funding for the Smith Canal Gate project. The funding is allocated to the Smith Canal Gate Project through the Department of Water Resources to augment the State's cost share of the project.

On February 17, 2022, the Board authorized the Executive Director to execute Amendment No. 3 to the funding agreement for the Smith Canal Gate Urban Flood Risk Reduction Program as requested by DWR for the processing and release of the additional funds provided to the project by the State Budget Act of 2021, Ch. 240. Amendment No. 3 to the Funding Agreement would allow DWR to tap into the allocation by AB 170 to augment its share of the project cost.

Present Situation

On June 29, 2022, Governor Gavin Newsom signed the State Budget Act of 2022, which allocates $18 million in direct funding for the Smith Canal Gate project. This additional funding is allocated to the Smith Canal Gate Project through the Department of Water Resources to augment the State's cost share of the project.

To allow for the appropriate processing and release of this additional funding for the project, the Department of Water Resources needs to amend the existing language in the funding agreement for the Project as shown on Attachment 1.

Therefore, it is recommended that the Board authorize the Executive Director to execute Amendment No. 4 to the funding agreement for the Smith Canal Gate Urban Flood Risk Reduction Program as requested by DWR for the processing and release of the additional funds provided to the project by the State Budget Act of 2022, Ch. 43.

FINANCIAL SUMMARY

If approved by the Board, staff would execute Amendment No. 4 to the Funding Agreement which would allow DWR to tap into this additional state allocation of $18 million.

This Amendment brings total State contribution for the project through the UFRR grant to $55,871,758.

The total State contribution for the project through the combined EIP and UFRR grants is $57,58,284,258 ($55,871,758 + $2,412,500)

PREPARED BY: Juan Neira

APPROVED:
CHRIS ELIAS
EXECUTIVE DIRECTOR
CE:JJN:dc

ATTACHMENTS:

EXHIBIT A – Overall Work Plan Budget and Schedule

ATTACHMENT 1 – Amendment No. 4 to Funding Agreement between the State of California Department of Water Resources and the San Joaquin Area Flood Control Agency for the Smith Canal Gate

Exhibit A

OVERALL WORK PLAN

Urban Flood Risk Reduction Program

Smith Canal Gate Project

San Joaquin Area Flood Control Agency (SJAFCA)

DWR Funding Agreement Number: 4600012026

Submitted By:

San Joaquin Area Flood Control Agency

June 28, 2022

TABLE OF CONTENTS

LIST OF TABLES

LIST OF FIGURES

1.0 Background

Project Description

The Smith Canal Gate Project includes construction of the following components.

- A fixed cellular sheet pile floodwall filled with granular material that would extend from Dad's Point to the Stockton Golf and Country Club on the right bank of the San Joaquin River.
- A 50-foot-wide miter (double-door) gate structure in the cellular sheet pile floodwall. The height of project improvements such as the cellular sheet pile floodwall, gate, etc., is 15 feet.
- Approximately 1,660 linear feet of continuous floodwall, seepage cutoff, and grade adjustment with a 20' wide levee crown along Dad's Point to tie into high ground at Louis Park.
- Recreational features and habitat improvements on Dad's Point, as well as removal of invasive vegetation

The purpose of the Smith Canal gate is to create a barrier to block flooding in the event of either a 100-year stage event and greater or existing breach of a Smith Canal Levee. In these cases, the gate would be closed, preventing flow of water from the Delta into Smith Canal. Thus, the addition of the Smith Canal gate provides a second level of resiliency for the Smith Canal levees not typically seen for earthen levees.

The normal position for the miter gate will be open. Tides will continue to flow in and out of the Smith Canal. The Smith Canal gate will close on the low tide prior to when the Delta stage is forecasted to exceed 8.0 ft. This trigger elevation is 1.5 feet below the 200-year stage of 9.5 ft. There is 3.0 ft for Freeboard with an additional +/-1.1 feet for hydraulic uncertainty and +/-1.4 ft to account for Sea Level Rise through 2050. The top of floodwall and operable gate will be at the 15 ft elevation.

For imminent or existing levee breaches, the gate will be closed as soon as possible following notification of the breach or potential problem.

The Project components have been divided into various elements for this funding agreement as follows:

- Element 1: Engineering
- Element 2: Program Management
- Element 3: Construction
- Element 4: Construction Management
- Element 5: Real Estate Acquisition Support
- Element 6: Real Estate Acquisition Costs
- Element 7: Public Outreach
- Element 8: Environmental Mitigation
- Element A1: Associated Project Costs – Recreation Enhancements

Each of these elements are individually described in Section 2.0 Overall Work Plan Scope of Work.

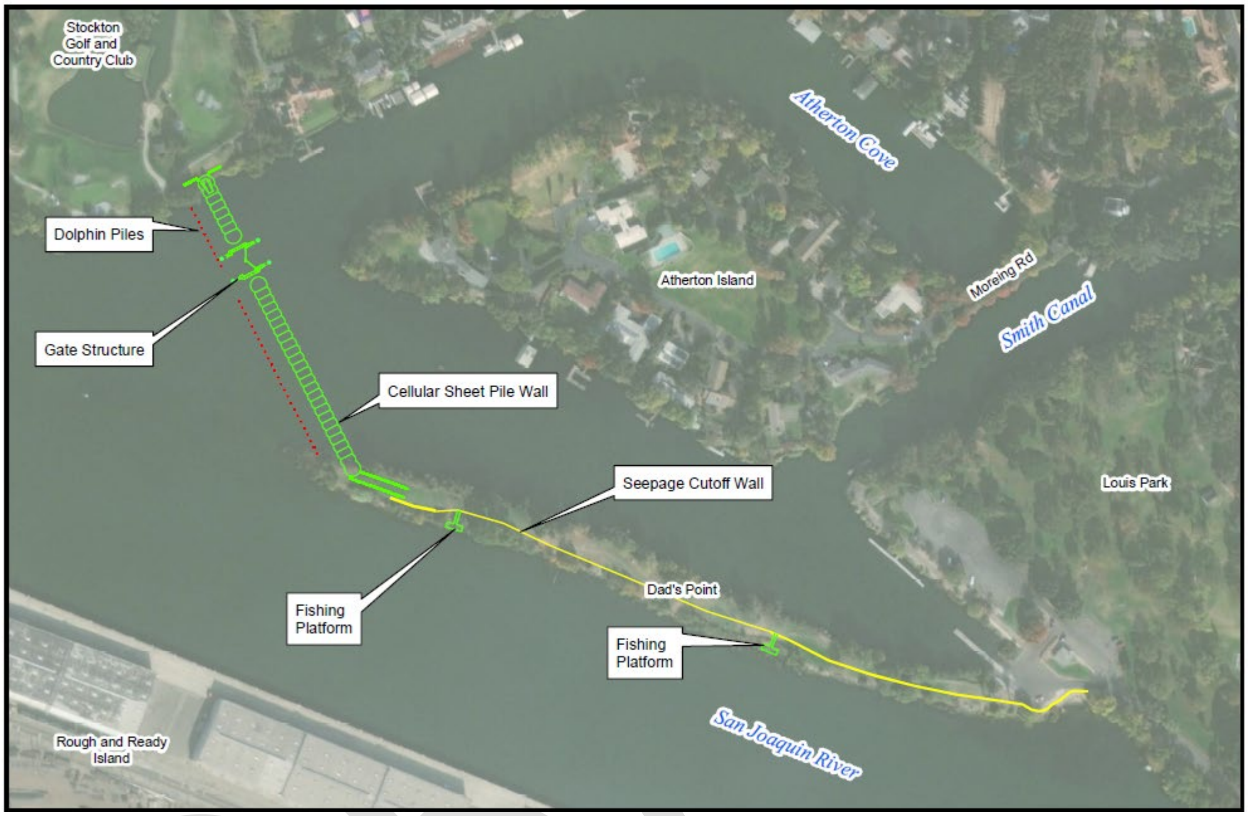


Figure 1: Overview of Smith Canal Gate Project

1.1 State Plan of Flood Control (SPFC)

To meet the Proposition 1E General Obligation Bond requirements, the Smith Canal Gate Construction Project and/or Project elements needed to be added to the SPFC. DWR identified paths for this Project to be added to the SPFC and approved funding for CEQA, NEPA, and design activities prior to the inclusion of the facility into the SPFC.

The Chief's Report for the Lower San Joaquin Feasibility Study was signed on July 31, 2018 and the Smith Canal Gate became an authorized project under the Water Resource Development Act in October 2018. The following elements were deemed eligible for funding in October 2018.

- Construction Activities (Element 3 and 4)
- Real Estate Acquisition (Element 6)

With approval of these elements, all elements are eligible for funding prior to the facility being added to the SPFC.

2.0 OVERALL WORK PLAN SCOPE OF WORK

The scope of work has been broken down into Project Elements based on the current implementation strategy. The following sections describe these elements as well as a brief summary of the activities that are included.

Element 1: Engineering

The Engineering element encompasses all activities related to and necessary to complete the engineering and design of the Project, and the associated design support needed during the Project's construction. The budget for this effort reflects the remaining Engineering costs of the Project that were not previously completed under Funding Recipient's Design Funding Agreement (DWR Agreement No. 4600009799-AM2) plus the Engineering support costs during construction. The following list outlines the activities associated with this element:

- Perform engineering for the design of a fixed cellular sheet pile floodwall filled with granular material that extends from Dad's Point to the Stockton Golf and Country Club on the right bank of the San Joaquin River.
- Perform engineering for the design of a 50-foot-wide miter (double-door) gate structure to be constructed in the cellular sheet pile floodwall. Perform engineering for the design of improvements to Dad's Point. Features include approximately 1,660 linear feet of continuous floodwall, seepage cutoff, and grade adjustment with a 20' wide levee crown along Dad's Point to tie into high ground at Louis Park.
- Perform engineering for design of access improvements to the Stockton Golf and Country Club. Features include a widened path to provide maintenance and inspection access for the fixed cellular sheet pile floodwall.
- Prepare 65%, 95% and 100% design reports documenting the design effort and the basis of design for the construction plans and specifications.
- Prepare 65%, 95% and 100% construction plans.
- Prepare 65%, 95% and 100% technical specifications in Construction Specification Institute (CSI) format covering the Project.
- Prepare 65% 95% and 100% estimates of opinion of probable construction costs.
- Provide customized maintenance instructions and operating plan information needed for inclusion in Smith Canal Closure Structure O&M Manual.
- Perform the hydrologic and hydraulic analyses needed to support USACE permitting.
- Perform the surveying needed to support the engineering design.
- Project Management and Coordination
- Civil and Geotechnical Design
- Review of Supporting Design Documents
- Safety Assurance Review
- Topographic Mapping in Support of Civil Design Process
- Hydraulic Modeling
- Right of Entry

- Hazardous Materials Phase 1 ESA
- Utility relocation design
- Engineering analyses, including seepage, stability, and settlement
- Preparation of all required Geotechnical investigations and analyses required to support an adequate design
- Coordination with independent technical review panels
- Preparation of cost estimates and schedules
- Quality control (QC)

Element 2: Program Management

The Program Management element encompasses all activities related to general program administration, management, and support. The following list outlines the activities associated with this element:

- Program Management
- Funding Recipient General Program Administration and Management Activities
- Financial Management Support & Administration
- Operation & Maintenance Manual Development
- Funding Agreement Administration & Reporting
- Grant Management Support
- Legal Support
- Funding Recipient staff time
- Bidding support services
- County support services and a proportional and reasonable allocation of general overhead and administrative expenses of Funding Recipient.
- Permitting:
    - Central Valley Flood Protection Board (CVFPB) Encroachment Permit
    - City of Stockton Encroachment Permit
    - California State Lands Lease Application
    - Environmental Permitting including:
        - 408 Package if required
        - 404 Permit
        - Biological Assessment
        - National Historic Preservation Act (NHPA) Section 106 (Cultural Resources)
        - National Environmental Policy Act (NEPA) Documentation
        - 401 Water Quality (WQ) Certification
        - California Department of Fish and Wildlife (CDFW) lake and Streambed Alteration (LSA) Section 1602
        - Delta Stewardship Council (DSC) Certification of Consistency
        - Stormwater Pollution Prevention Plan (SWPPP) Preparation
        - Necessary Permit Amendments

Element 3: Construction

The Construction Related Activities element encompasses costs for construction contracts and related support activities. The following list outlines the activities associated with this element.

- Costs associated with materials and construction of the approved plans and specifications including mobilization and demobilization
- Coordinate construction activities with DWR and USACE staff to communicate issues of concern, provide required information, and respond to questions
- Funding Recipient Operation & Maintenance Transfer
- Funding Recipient Execution of OMRR&R Agreements
- Cultural Resource and State Historic Preservation Officer (SHPO) Reporting Activities
- Water Quality Measures

Element 4: Construction Management

The Construction Management Related Activities encompasses costs for support activities related to the construction contract. The following list outlines activities associated with this element:

- Survey Support for Construction Management Activities
- Construction contract administration, including review of work plans, submittals, schedules, budgets, and cash flow projections; evaluation of value engineering proposals; evaluation of change orders; and review of invoices for progress payment
- Engineering Support During Construction
- Construction progress meetings
- Construction inspections to ensure that Contractors' work is performed in accordance with construction plans and specifications, and is consistent with the intent of the design
- Quality assurance (QA) testing to ensure compliance with the requirements of contract documents, and review of the effectiveness and adequacy of the contractor’s QC program
- Review and processing of contractor submittals and requests for information (RFIs)
- Implementing start-up, closeout, and acceptance procedures for the systematic, orderly, and timely completion, acceptance, and transfer of facilities constructed, as well as contract closeout
- Preparing a construction summary report for construction activities that will include a summary of the project history, problems encountered, and resolutions made, summary of major changes, summary of bid and final Project costs, QA and QC testing results, photographs depicting construction work, and Project record drawings
- Conducting preconstruction biological surveys, training, and construction monitoring for biological resources before and during construction

- Conduct cultural resource surveys, training, and construction monitoring near known cultural resources
- Tribal Monitors if required
- Construction Management Legal Support

Element 5: Real Estate Acquisition Support

This work element encompasses real estate support costs. These costs required to determine existing rights and activities required to support planning, engineering, design and transfer of rights to Sacramento San Joaquin Drainage District (SSJDD). The following list outlines the activities associated with this element:

Costs Required for Planning, Engineering, Design and Transfer

- Right of Way Management
- Funding Recipient Real Estate Administration and Management Activities
- Review of Title Reports
- Boundary Survey to Establish Existing Rights of Way and Property Lines
- Real Estate Strip Map Delineating Existing Encumbrances, Property Lines, and Proposed Rights of Way (ROW)
- Develop Geodetics to support design
- Legal Review and Support
- Boundary surveys
- Plat and legal descriptions
- Environmental site assessments

Costs Required for Construction

- Support to Process Approvals within DWR
- Appraisal Reports and Review Appraisal
- Preparation of Administrative Settlement Justifications
- Land Acquisition Activities Legal Support
- Preparation of the Final Accounting Package for DWR
- Real Estate Acquisition Public Outreach Support
- Rights of entry

Element 6: Real Estate Acquisition Costs

The Real Estate Acquisition element encompasses the capital costs associated with acquiring the necessary rights to the property for the construction and implementation of the Project. The payments include payments to property owners, escrow holders or the State Condemnation Deposit Fund, impacted parties needing relocation assistance and lease payments.

Element 7: Public Outreach

The Public Outreach element encompasses all activities related to public outreach to support the Project. The following list outlines the activities associated with this element:

- Prepare a direct mail piece (newsletter) for the assessment district community
- Coordinate and conduct a community meeting for property owners within the assessment district. Outline progress and respond to questions

- Monitor assessment/project hotline and coordinate responses to inquiries from stakeholders as necessary

Element 8: Environmental Mitigation

The Environmental Support element encompasses all activities related to ensuring the Project follows the necessary environmental compliance and it is properly permitted. The following list outlines the activities associated with this element:

- Environmental Analysis and Compliance including:
  - Public Scoping Meeting
  - Environmental Impact Statement (EIS) and Environmental Assessment
  - Cultural Resources Support and Compliance
  - Preconstruction Review and Planning (Sensitive Resources)
  - Fisheries Support
  - Potential CEQA or NEPA Amendments
  - Potential Legal Challenge
- Environmental Project Management and Coordination
- Cultural Resource Planning
- Environmental Documentation Public Outreach Support

Element A1: Associated Project Costs – Recreation Enhancements

The Associated Element encompasses the completion of Project work supporting cost share enhancements based on the achievement of associated Project objectives. Specifically, Funding Recipient will plan and install Handicap Fishing Access as part of the Project’s implementation thereby providing recreation enhancements supporting the State’s multi-benefit project objectives. The following list outlines the activities associated with this element:

- Installation of fishing and wildlife viewing platforms accessible to persons with disabilities
- Construction of a multi-use interpretive trail suitable for walking, running and bicycling with kiosks and benches
- Removal of invasive vegetation and planting of native landscaping
- Installation of bat boxes

3.0 OVERALL WORK PLAN PROJECT BUDGET

The projected cost estimate to complete the scope of work is approximately $90,296,490 of which the total State cost share is $56,579,664. The funding agreement limit for the state share is $55,871,758. **Table 3-1** summarizes the budget and assumed State share for the Project.

Table 3-1: Smith Canal Gate Project Overall Work Plan Budget

Element No. / Name		Total Cost	State Costs Share Rate	State Share
1	**Engineering [1]**	$5,407,431	63%	$3,406,682
2	**Program Management**	$3,274,224	63%	$2,062,761
3	**Construction**	$63,254,935	63%	$39,850,609
4	**Construction Management**	$14,022,708	63%	$8,834,306
5	**Real Estate Support**	$360,000	63%	$226,800
6	**Real Estate Acquisition Costs**	$450,000	63%	$283,500
7	**Public Outreach**	$54,242	63%	$34,173
8	**Environmental Mitigation**	$2,985,450	63%	$1,880,834
A1	**Associated Project Costs [2] (Recreation Enhancement)**	$487,500	0%	$0
	State Share Subtotal			*$56,579,664*
Credit for Design Phase Work [3]				$1,633,697
Additional Local Share (Funding Agreement Limit) [4]				($2,341,602)
Total Construction Phase		**$90,296,490**		**$55,871,758**

[1] Engineering includes 100% of IPE expenses per UFRR Guidelines.

[2] Project associated costs in support of the Recreation Objective for cost sharing enhancement are not eligible for State cost sharing.

[3] Credit for Design Phase Work and Independent Panel of Experts.

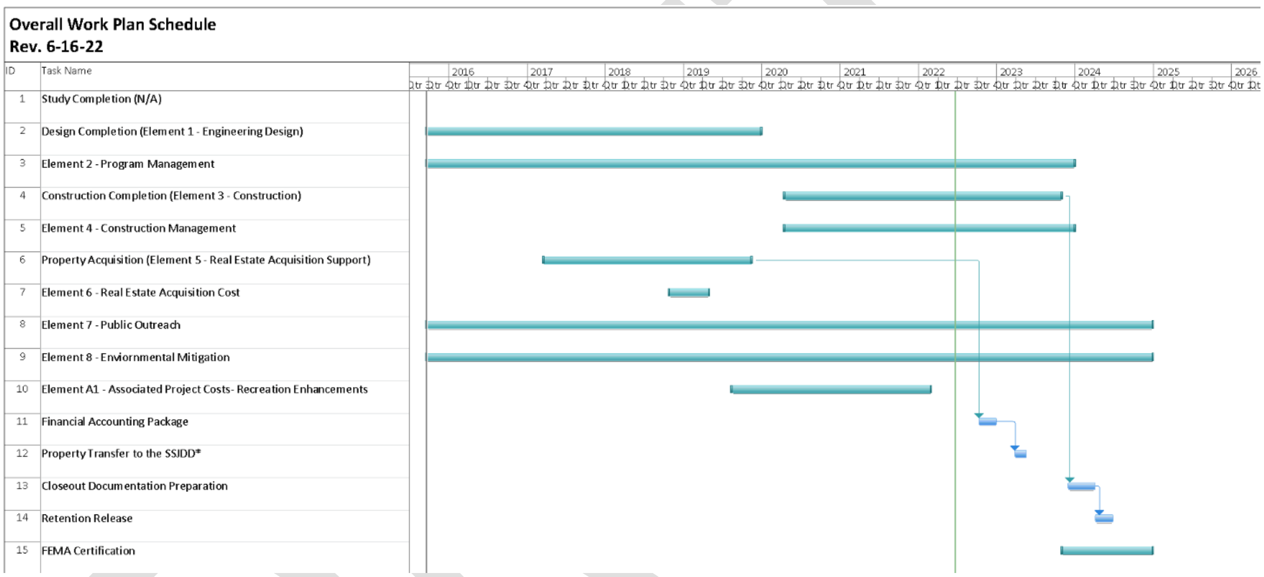
"Credit for Design Phase Work" (IKC 1 and IKC 2) represents the approved additional cost sharing provided as credit toward the local share of eligible costs based on the additional cost sharing (from 50% to 63%) for costs incurred as part of SJAFCA Design Funding Agreement (DWR Contract No. 4600009799-AM2) as well as eligible costs incurred after that agreement but before the effective date of this Construction Funding Agreement (October 24, 2018). DWR has approved the total amount of credit ($1,589,991) through two separate Credit Approval letters both dated February 4, 2019. A 3rd supplemental credit of $43,706 is for the Independent Panel of Experts.

Initial Credit Request and 50 to 63% (IKC 1)	S1,505,317
Supplemental Credit Request 1 (IKC 2)	$84,674
Supplemental Credit Request 2 (IKC 3)	$43,706
Total Credit for Design Phase Work	$1,633,697

[4] Represents additional Local share ($2,341,602) needed to fund balance of Total Project Costs due to funding agreement limit based on the Funding Agreement 4. The State funding limit is $55,871,758 as of Amendment 4. The funding limit increased from $22,309,666 in the original agreement to $35,871,758 in Amendment 1, $37,871,758 in Amendment 3, and $55,871,758 in Amendment 4.

4.0 OVERALL WORK PLAN SCHEDULE

Figure 2: Overall Work Plan Schedule



STATE OF CALIFORNIA
THE NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

Amendment No. 4

To

FUNDING AGREEMENT

BETWEEN

THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES

AND THE

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

FOR THE

SMITH CANAL GATE

FUNDED UNDER THE
URBAN FLOOD RISK REDUCTION PROGRAM

OF

THE CALIFORNIA DISASTER PREPAREDNESS AND FLOOD PREVENTION BOND ACT OF 2006; THE CALIFORNIA DROUGHT, WATER, PARKS, CLIMATE, COASTAL PROTECTION, AND OUTDOOR ACCESS FOR ALL ACT OF 2018; THE BUDGET ACT OF 2021; AND, THE BUDGET ACT OF 2022

Amendment Number 4 to Agreement No. 4600012026, entered into by and between the State of California, acting by and through the Department of Water Resources, herein referred to as the "State" and the San Joaquin Area Flood Control Agency, herein referred to as “SJAFCA”, a public agency in the County of San Joaquin, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient,” which parties do hereby agree as follows:

A. This Amendment will modify page 4 adding the following text after the eighth line of text that reads “The Budget Act of 2021 (Stats. 2021, ch. 240)” to add “and the Budget Act of 2022 (Stats. 2022, ch. 43).”

B. This Amendment will modify the first sentence of Paragraph 1 as follows:

   This funding is made available by State to Funding Recipient to assist in financing an Urban Flood Risk Reduction Program Project pursuant California Public Resources Code sections 5096.800 et seq.; 80000 et seq.; the Budget Act of 2021 (Stats. 2021, ch. 240); and, the Budget Act of 2022 (Stats. 2022, ch. 43).

C. This Amendment will replace Paragraph 4. PROJECT COST as follows:

   The total reasonable cost of finalizing the design and construction of the Project is estimated to be **$90,296,490**.

D. This Amendment will modify Paragraph 5 as follows:

   LIMIT ON STATE FUNDS. Pursuant to the California Disaster Preparedness and Flood Prevention Bond Act of 2006 (Proposition 1E), to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68), to the Budget Act of 2021 (Stats. 2021, ch. 240), to the Budget Act of 2022 (Stats. 2022, ch. 43) and subject to the availability of funds, including any mandates from the Department of Finance, the Pooled Money Investment Board (“PMIB”) or any other state authority, the State will provide to Funding Recipient in accordance with the terms of this Funding Agreement for the estimated State cost share an amount not to exceed **$55,871,758** except as provided in Paragraph 29. The State will not make payments of any kind -- advances or reimbursements -- until funding is made available by the State Treasurer, after allocation decisions are made by the Pooled Money Investment Board and Department of Finance. Funding recipients will only be entitled to State funds for Eligible Project Costs, as defined in Paragraph 7, and calculated in accordance with the cost sharing provisions in Paragraph 8.

E. Exhibit A, attached hereto, is hereby replaced in its entirety to reflect the changes in the Overall Project Work Plan, Budget, and Schedule.

F. This Amendment will modify the third sentence of Paragraph 12 as follows:

State shall have no obligation to disburse money under this Funding Agreement unless and until the disbursement is in accordance with requirements of the Propositions 1E, 68, the Budget Act of 2021 and to the Budget Act of 2022 and:

G. This Amendment will modify Paragraph 32 as follows:

FUNDING RECIPIENT COMMITMENTS. Funding Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of Its request for California Disaster Preparedness and Flood Prevention Bond Act of 2006 and California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 financing, the Budget Act of 2021 and the Budget Act of 2022.

H. All other terms and conditions of Agreement No. 4600012026 and Amendments shall remain the same and in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 to the Funding Agreement.

STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES

By: ______________________________
Jeremy Arrich, Manager
Division of Flood Management

Date: ____________________________

Approved as to Legal Form and Sufficiency:

By: ______________________________
Robin E. Brewer
Assistant General Counsel
Department of Water Resources

Date: ____________________________

FUNDING RECIPIENT

By: ______________________________
Chris Elias, Executive Director
San Joaquin Area Flood Control Agency

Date: ____________________________

Approved for Legal Form and Sufficiency:
Funding Recipient Counsel

By: ______________________________
Scott Shapiro
Agency Counsel
San Joaquin Area Flood Control Agency

Date: ____________________________

RESOLUTION NO. SJAFCA 22-18

S A N J O A Q U I N A R E A
F L O O D C O N T R O L A G E N C Y

==

AUTHORIZATION TO EXECUTE AMENDMENT NO. 4 TO FUNDING AGREEMENT WITH THE STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES FOR THE PROCESSING AND RELEASE OF THE ADDITIONAL FUNDS PROVIDED TO THE PROJECT BY THE STATE BUDGET ACT OF 2022, Ch. 43.

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

Authorize the Executive Director:

1. Execute Amendment No. 4 to the funding agreement with the State of California, Department of Water Resources for the processing and release of the additional funds provided to the project by the State Budget Act of 2022, Ch. 43.

PASSED, APPROVED AND ADOPTED this __18th__ day of __August__ 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

Agenda Item 5.1

August 18, 2022

TO: San Joaquin Area Flood Control Agency

FROM: Chris Elias, Executive Director

SUBJECT: Informational Update on the Climate Resilience Challenge 2020 Grant Report

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency (SJAFCA):

1. Receive informational update on the California Resilience Challenge 2020 Grant Program, an initiative of the Bay Area Council Foundation, to prepare for floods projected to be made more severe by climate change; and
2. Provide feedback on the options for addressing flooding under predicted climate change scenarios in San Joaquin County.

DISCUSSION

Background

In December 2019, the Bay Area Council Foundation launched a $2 million statewide competition to support innovative projects that address climate change-related threats and help safeguard the state against wildfire, drought, flood and extreme heat events. Successful applicants were awarded grants of up to $200,000 for climate adaptation planning projects. SJAFCA was awarded a $200,000 grant, executed an agreement in June 2020 and began work on the *Lower San Joaquin River Regional Flood Risk Reduction & Climate Resiliency Study*. The primary purpose of the *LSJR Climate Resilience Study* is to identify and prioritize locally preferred systemwide strategies for mitigating the impacts of projected climate change flows on the mainstem of the LSJR. The LSJR is defined as the portion of the SJR from Vernalis (near the SJR confluence with the Stanislaus River) downstream to the Stockton Ship Channel. This Study will provide a foundation for developing a coordinated climate change strategy in the Lower San Joaquin River Basin.

Present Situation

The Central Valley Flood Protection Plan (CVFPP) released climate change information that projected peak 100-year and 200-year flood flows on the Lower San Joaquin River (LSJR) to nearly triple over the next 50 years. The system in its current state is not able to withstand these flows and, if a flow event of this size were to occur, it would have the potential to result in a massive loss of life and have a devastating impact on the region's (and the State's) economy. It is against this backdrop that staff presents a report on the initial phase of the study activities to date and to continue engagement with the Board and other key stakeholders as SJAFCA continues efforts on the *LSJR Climate Resilience Study*. The intent of the background report is to identify the goals of this study, identify the problem that the region is facing, and to identify the opportunities and constraints that are in front of us. This background report will provide key information to our stakeholders as we begin to brainstorm potential flood risk reduction alternatives that would provide climate resiliency to our region. A Draft of this background report is attached for review and comments.

Next Steps

The next step of the study, following distribution of the background report, will be to continue engagement with regional stakeholders and to gather input on strategies that would provide climate resilience to the Lower San Joaquin River Basin. We plan to use this input in development of an initial array of alternatives that will address the problems our region is facing. Alternatives will be developed to a basic, conceptual level of detail and will be screened for reasonableness.

A final report will be developed to outline the proposed flood risk reduction alternatives and identify the necessary actions that will need to be taken in the next phase of the study which will refine and evaluate the array of alternatives and select a preferred alternative. The next phase ("Phase 2") of the *LSJR Climate Resilience Study* has received an additional $100,000 of grant funds from the Bay Area Council Foundation's 2021 Climate Resilience Challenge. Funds from DWR's Regional Flood Management Planning (RFMP) program will augment this funding and will provide the remaining $100,000 needed to complete Phase 2.

FISCAL IMPACT

The Bay Area Council Foundation's Climate Resiliency Grant is projected to fully fund the Phase 1 activities of the *LSJR Climate Resilience Study* and will partially fund the Phase 2 activities. The remainder of the Phase 2 activities will be funded by DWR's RFMP program.

STRATEGIC PLAN CONSISTENCY ANALYSIS

The informational update on the Resilience Challenge 2020 Grant program is consistent with the Board-adopted Climate Adaptation Policy for Mossdale Tract and Strategic Plan #1 which calls for SJAFCA to "plan for and implement system resiliency" as a key to reduce and manage the region's flood risk.

APPROVED BY:

CHRIS ELIAS
EXECUTIVE DIRECTOR

Attachment 1: Draft *Lower San Joaquin River Regional Flood Risk Reduction & Climate Resilience Study*

Lower San Joaquin River
Regional Flood Risk Reduction & Climate Resilience Study
- Stakeholder Briefing -

Prepared for: San Joaquin Area Flood Control Agency

Date: August 11, 2022

Prepared by: Brittney O'Connell, PE (R&F Engineering, Inc.)

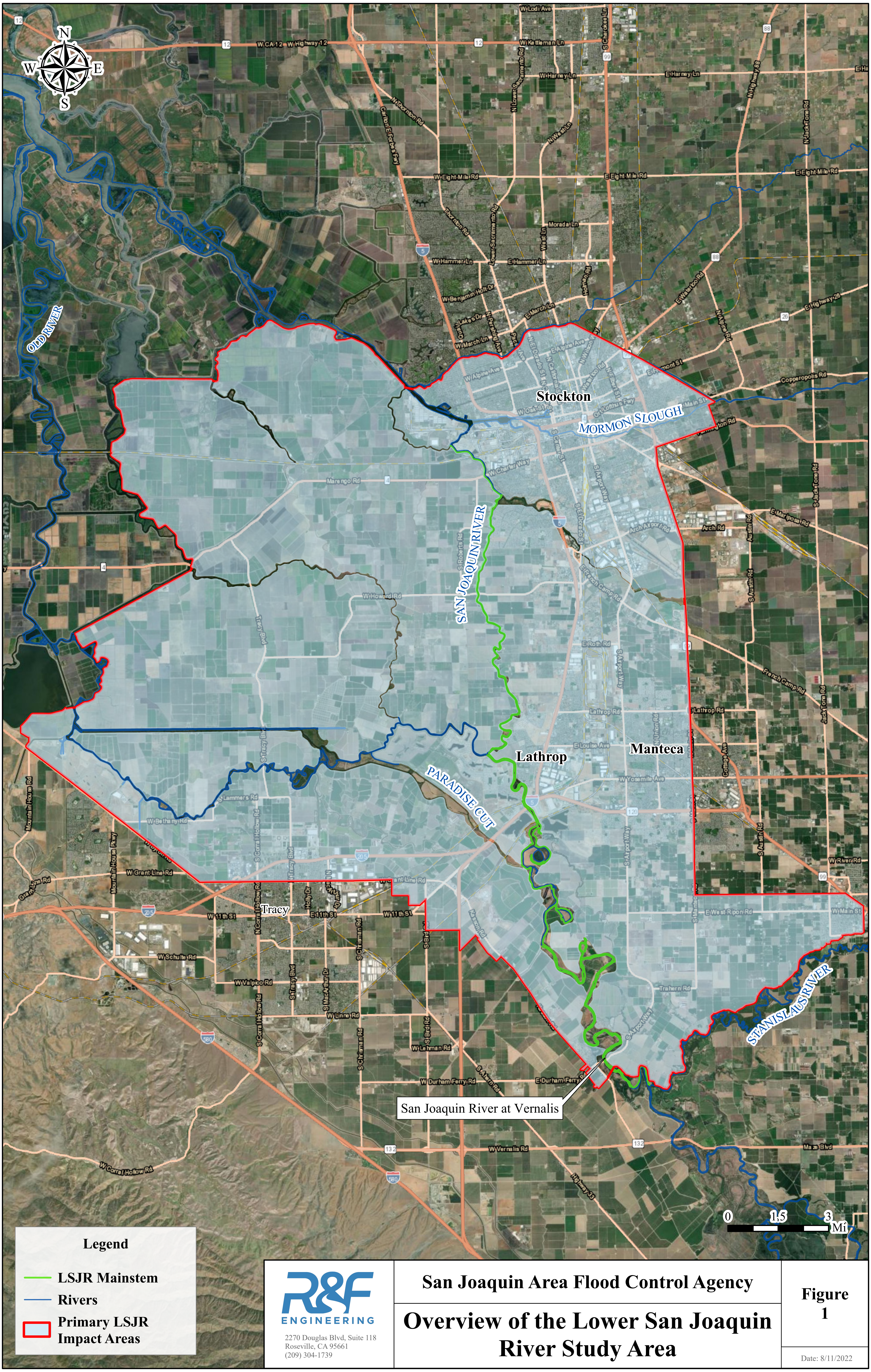
Reviewed by: Michael Rossiter, PE (R&F Engineering, Inc.)

1. Introduction and Purpose

The San Joaquin Area Flood Control Agency (SJAFCA) is advancing the *Lower San Joaquin River Regional Flood Risk Reduction & Climate Resilience Study (LSJR Climate Resilience Study)* through funding provided by the Bay Area Council Foundation's 2020 California Resilience Challenge (CRC) grant program.

The Central Valley Flood Protection Plan (CVFPP) released climate change information that projected peak 100-year and 200-year flood flows on the Lower San Joaquin River (LSJR) to triple over the next 50 years. The system in its current state is not able to withstand these flows and, if a flow event of this size were to occur, it would have the potential to result in a massive loss of life and have a devastating impact on the region's (and the State's) economy.

The primary purpose of the *LSJR Climate Resilience Study* is to identify and prioritize locally preferred systemwide strategies for mitigating the impacts of projected climate change flows on the mainstem of the LSJR. The LSJR is defined as the portion of the SJR from Vernalis (near the SJR confluence with the Stanislaus River) downstream to the Stockton Ship Channel (Figure 1).


N
S
E
W
Stockton
MORMON SLOUGH
SAN JOAQUIN RIVER
OLD RIVER
PARADISE CUT
STANISLAUS RIVER
Lathrop
Manteca
Tracy
San Joaquin River at Vernalis
0
1.5
3
Mi
Legend
LSJR Mainstem
Rivers
Primary LSJR Impact Areas
R&F ENGINEERING
2270 Douglas Blvd, Suite 118
Roseville, CA 95661
(209) 304-1739
San Joaquin Area Flood Control Agency
Overview of the Lower San Joaquin River Study Area
Figure 1
Date: 8/11/2022

The study is being conducted at a conceptual level (ie- feasibility level) of detail and will be completed in two phases. This initial effort ("Phase 1") of the *LSJR Climate Resilience Study* focuses on:

a) reviewing information and key findings from past and ongoing studies,
b) identifying goals, problems, opportunities, and constraints for a regional flood risk reduction strategy,
c) improving coordination and planning amongst key stakeholders within the LSJR Region as we begin to look at options at a systemwide scale for mitigating the flood risk impacts of climate change, and
d) initial formulation of regional flood risk reduction alternatives

Following completion of Phase 1, the study will advance to "Phase 2" with additional funding provided by the Bay Area Council Foundation. The Phase 2 scope of work will include qualitative and quantitative analyses on the array of systemwide flood risk reduction strategies that were identified through Phase 1. The potential strategies will be scored and ranked based on evaluations of their costs and benefits. Once the strategies are evaluated, scored, and ranked, the project team will select a preferred regional strategy and will identify a conceptual implementation plan.

The following "Stakeholder Briefing" report is intended to provide background information on the initial Phase 1 study activities to date and to initiate engagement with key stakeholders in the LSJR Region as SJAFCA continues efforts on the *LSJR Climate Resilience Study*.

2. Study Area

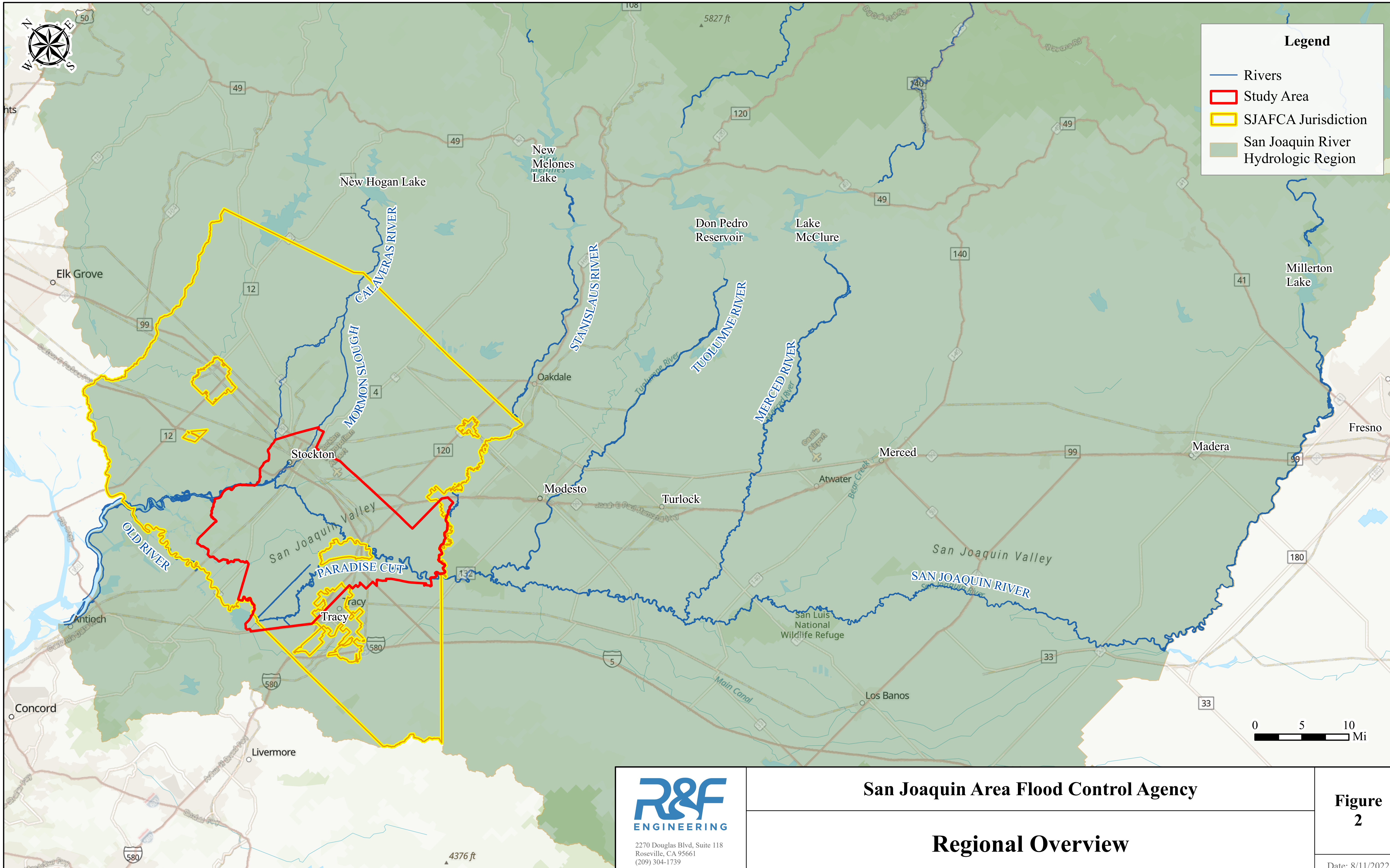
The primary area of benefit for this study includes the lands and communities adjacent to and downstream of the LSJR mainstem (see Figure 1).

The population most immediately impacted by LSJR mainstem flood flows include approximately 400,000 people within the cities of Lathrop, Manteca, and Stockton, as well as additional unincorporated communities within San Joaquin County. This area contains 93,212 structures[1] and contains critical infrastructure at risk of flooding including hospitals, fire stations, police stations, interstate highways, railways, airports, and water/wastewater treatment plants.

While the primary benefit area focuses on the LSJR, activities further upstream in the SJR watershed have the potential to benefit not only the LSJR region, but upstream communities as well.

The type of large-scale, systemwide strategies that will need to be contemplated as part of this *LSJR Climate Resilience Study* requires expanding the study area to include reservoirs and tributaries which feed into the upstream portions of the SJR and contribute to the peak flow at Vernalis (Figure 2).

[1] DWR. Central Valley Flood Protection Plan 2022 Update – Technical Analysis Update. Coordinating Committee Meeting, July 21, 2021. PowerPoint Presentation.



San Joaquin Area Flood Control Agency

Regional Overview

Figure 2

Date: 8/11/2022

Path: C:\Users\LilySmith-Langes\R&F Engineering, Inc\R&F Engineering - Documents\4.0 GIS\Project\SJAFCA\Climate Resilience Challenge\Potential Alternatives.aprx

3. Planning Goals

The planning goals of the *LSJR Climate Resilience Study* are consistent with the goals of DWR's Central Valley Flood Protection Plan (CVFPP). The study has the primary goal of reducing flood risk while also promoting supporting goals that include improving ecosystem functions, multi-benefit features, institutional support, and operations and maintenance. Although not a CVFPP goal, cost effectiveness of the selected flood risk reduction strategy is also an important goal of this study.

The following section further defines these primary and supporting goals.

3.1 Primary Goal

- **Flood Risk Reduction** – Reduce flood risk in and around the LSJR Region by mitigating the impacts of forecasted climate change flows along the mainstem of the LSJR through the following:
    - Identify and prioritize locally preferred structural and nonstructural strategies that reduce flood risk for areas in the LSJR region that are most impacted by SJR mainstem flood flows, including the cities of Stockton, Lathrop, Manteca, and unincorporated communities in San Joaquin County.
    - Develop a flood risk reduction project that is resilient to future projections of SJR hydrology and can be implemented in a phased approach that would allow the project to be scaled as climate change forecasts evolve.
    - Manage and address residual risk through improved emergency preparedness, evacuation plans, and public outreach.
    - Formulate a conceptual implementation plan for the preferred flood risk reduction strategy.

3.2 Supporting Goals

- **Promote Ecosystem Functions** – Integrate the recovery and restoration of key ecosystem processes, self-sustaining ecological functions, native habitats, and species into flood management system improvements to the extent feasible.
- **Promote Multi-Benefit Opportunities** – Identify flood management projects and actions that also contribute to broader integrated water management objectives, including water supply, groundwater recharge, water quality, agricultural enhancement, hydropower, and recreation.
- **Improve Institutional Support** – Develop flood risk reduction measures that are consistent with the goals and objectives of the community, the local maintaining agency and the General Plans of land use agencies.

- **Improve Operations and Maintenance** – Reduce systemwide maintenance and repair requirements and long-term costs of Operations and Maintenance (O&M) by modifying the flood management systems in ways that are compatible with natural processes, and that adjust, coordinate, and streamline regulatory standards, funding, and practices for O&M, including significant repairs.
- **Cost Effectiveness** – Develop flood risk reduction strategies that consider the associated capital costs and long-term costs of O&M.

The *LSJR Climate Resilience Study* will look to develop a range of alternatives to achieve these goals to varying degrees. The alternatives will consider a range of structural, non-structural, and multi-benefit features.

4. Identification of Problems

Through past and ongoing planning efforts as well as supplemental hydraulic analyses conducted for the *LSJR Climate Resilience Study*, numerous flood risk problems were identified for areas in the LSJR Region that are most impacted by SJR mainstem flood flows, including:

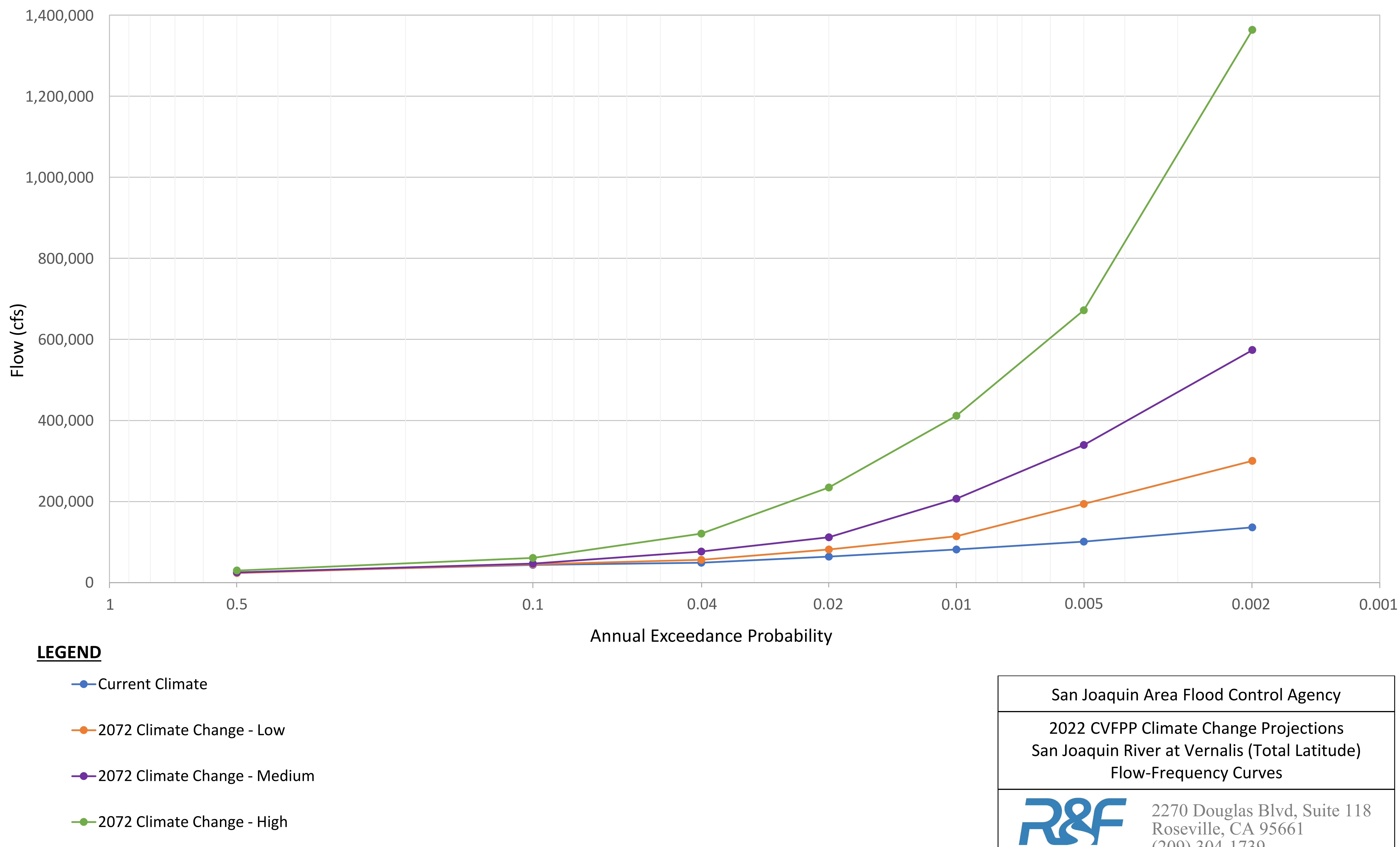
- **Increased Lower San Joaquin River Flows Due to Climate Change** – DWR studies estimate that climate change may have extreme impacts on SJR hydrology. For example, median DWR projections of the 200-year flows at Vernalis anticipate a tripling of the peak flow in the next 50 years.

  Figure 3 on the following page summarizes the 2022 CVFPP climate change projections at Vernalis for the year 2072 and how they compare to current climate hydrology.

  The existing flood control infrastructure would not be able to adequately handle a major flood event of this magnitude, which poses a significant threat to residents and the economy.

- **Increased Flood Risk for Critical Infrastructure** – Previous studies have shown that climate change scenarios for the 100-year and 200-year flood events will impact critical infrastructure including: San Joaquin Country General Hospital; the County Prison and Sheriff's department; numerous schools, fire stations, and police stations; and critical evacuation and emergency response routes including Interstate 5 (I-5) and Highway 120.

- **Disadvantaged Communities At-Risk** – A large portion of the population in the LSJR Region resides in areas that are designated by the State of California as economically "disadvantaged" communities in which median household incomes (MHI) are less than 80% of the MHI for the overall State (Figure 4). The ability of the region to raise local revenues for flood risk reduction projects is an ongoing economic justice issue.



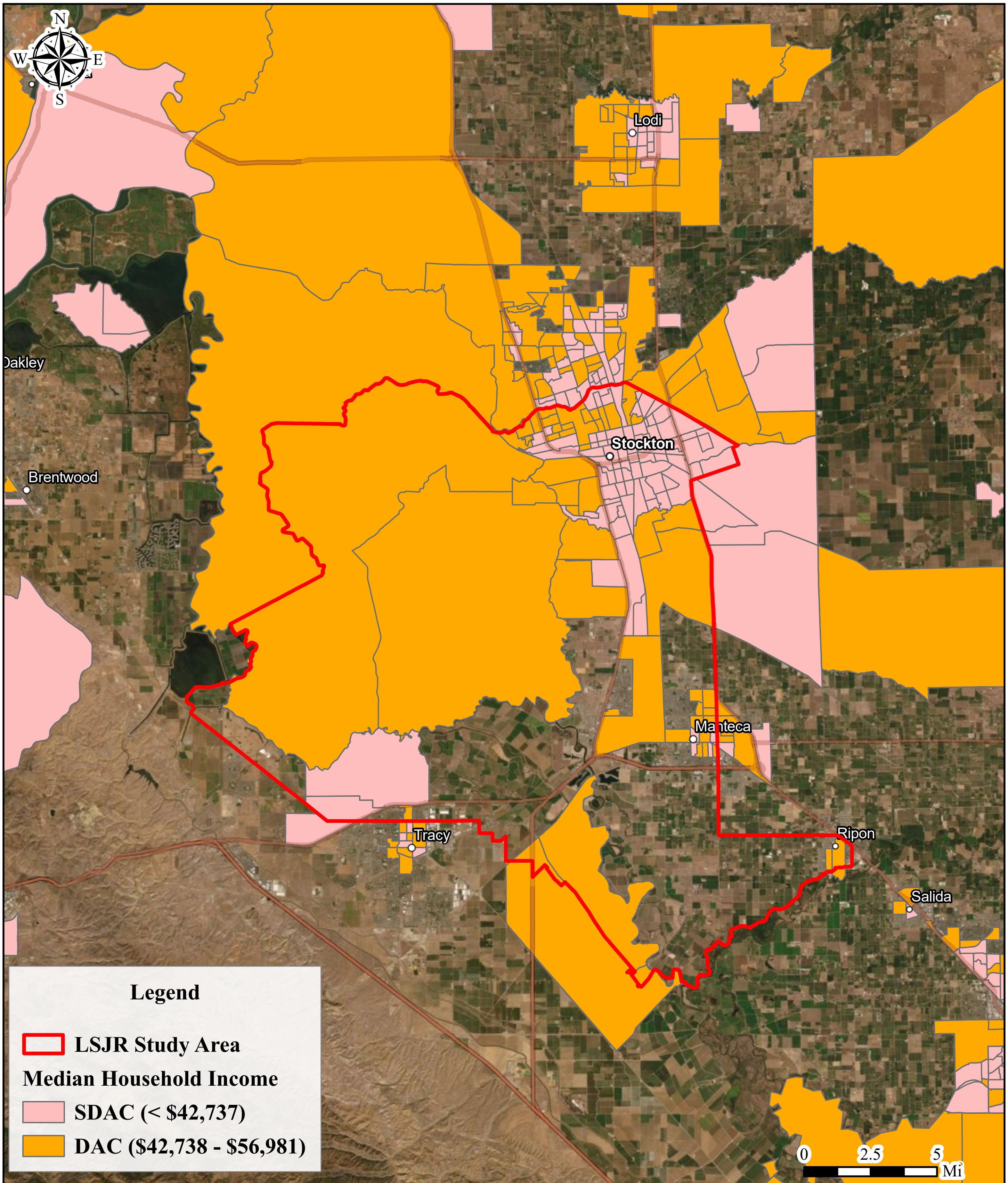
San Joaquin Area Flood Control Agency

2022 CVFPP Climate Change Projections
San Joaquin River at Vernalis (Total Latitude)
Flow-Frequency Curves

R&F ENGINEERING
2270 Douglas Blvd, Suite 118
Roseville, CA 95661
(209) 304-1739

Data Source: DWR. 2022 CVFPP Update. Public Draft Appendix A: Climate Change Analysis. May 2022.

Figure 3



R&F ENGINEERING
2270 Douglas Blvd, Suite 118
Roseville, CA 95661
(209) 304-1739

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

Disadvantage Communities Overview

Figure 4

Date: 8/11/2022

5. Opportunities

As the *LSJR Climate Resilience Study* progresses towards its primary and supporting goals, several opportunities to provide additional benefits to the LSJR Region and surrounding regions were initially identified and will be investigated further as part of this study:

- **Improve Water Supply Reliability** – Climate change is expected to not only have severe impacts on flood risk in the LSJR Region, but also on water supply reliability. There is an organic opportunity to incorporate components in the LSJR Region flood risk reduction strategy that will also benefit water supply reliability. For example, reservoir reoperation and increasing physical reservoir storage can provide enhanced reliability of surface water supplies; transitory storage opportunities can serve to recharge groundwater basins. This study will look for opportunities to incorporate these multi-benefit opportunities into its regional flood risk reduction strategies.

- **Non-Structural Flood Management** – Non-structural measures such as implementation of forecast-informed reservoir operations (FIRO) may serve as an important and cost-efficient component of an overall systemwide flood risk reduction strategy. Other non-structural improvements can also be explored as part of the potential flood risk reduction strategies, such as improvements to early flood warning systems, land use policies and regulations, public outreach, floodproofing, and relocating flood prone residences or other structures.

- **Riparian and Floodplain Restoration** – The SJR corridor has several sections that are largely non-urban which may provide opportunities to reconnect the floodplain and expand riparian areas either through degradation of existing levees or through other diversion measures. Reconnecting the river to overbank areas could serve not only to reduce flood stages by providing transitory storage, but also recharge groundwater basins and enhance ecological functions in the riparian and adjacent floodplain areas.

- **Coordination with Concurrent Regional Projects** – The study will look for opportunities to coordinate with relevant and ongoing projects in the region such as the Paradise Cut Bypass Expansion, the United States Army Corps of Engineers (USACE) Lower San Joaquin River Project, the DWR CVFPP efforts, and the Mossdale Tract Area Flood Risk Reduction Project.

- **Recreation Enhancement** – Modifications and enhancement of reservoirs, bypass channels, and transitory storage sites all have the potential to incorporate waterfront recreation components such as walking paths, fishing platforms, and observation decks.

6. Constraints

Constraints are conditions that make potential improvements more difficult, and in some cases unlikely, to achieve. The following constraints were identified:

- **Limited Local Funding** – The LSJR Region contains several economically disadvantaged communities and has limited local funding capabilities for potential flood risk reduction projects.
- **Finding Willing Landowners** – Some solutions to the problems outlined in this report will likely require the acquisition of land or easements which will rely on the willingness of local landowners.
- **Permitting and Regulatory Constraints** – There are numerous State and Federal agencies, programs, policies, permits, and procedures which affect how future flood management features are designed, financed, and constructed. The components that make up a regional flood risk reduction strategy will need to navigate through these various processes.
- **Water Rights Limitations** – A key component of the LSJR Region's flood risk reduction strategy is expected to involve some form of reservoir modifications, whether it be non-structural modifications through reoperation, structural modifications through increased storage capacity, or a combination of both. Conversations and negotiations with existing water rights holders on the modified reservoirs will be a crucial hurdle to overcome with this type of project element.
- **Adverse Hydraulic Impacts** – Study solutions that alter system hydraulics will need to consider impacts to both upstream and downstream areas. Significant adverse hydraulic impacts and any associated induced damages of redirected floodwaters will need to be analyzed further as part of any project's CEQA and permitting process.

7. Past and Ongoing Studies

The *LSJR Climate Resilience Study* looked to past and ongoing studies as a starting point to identify and prioritize locally preferred systemwide strategies for mitigating the impacts of projected climate change flows on the mainstem of the LSJR. Key studies include:

- Central Valley Flood Protection Plan (CVFPP) [DWR, 2012, 2017, 2022]
- San Joaquin River Basin-Wide Feasibility Study (BWFS) [DWR, 2017]
- Lower San Joaquin River and Delta South Regional Flood Management Plan [LSJR/DS RFMP] (SJAFCA, 2014)
- Lower San Joaquin River Feasibility Study (LSJRFS) [USACE/SJAFCA, 2018]
- 200-Year Freeboard Analysis & Floodplain Mapping within RD 17 [PBI, 2014]
- Urban Levee Design Criteria (ULDC) Evaluation of the RD 17 Levee [PBI, 2016]
- Paradise Cut Expansion Project Conceptual Design Technical Memo [American Rivers & South Delta Water Agency, 2019]
- 2021 Climate Change Update to the Mossdale ULDC Engineer's Report (PBI, 2021)
- Mossdale Tract Area Urban Flood Risk Reduction (UFRR) Study [PBI, 2021]
- Delta Adaptation Strategy [Delta Stewardship Council (DSC), 2022]
- Merced River Flood-MAR Reconnaissance Study [DWR, 2022]
- USACE Water Control Manual Updates for various SJR Reservoirs [In-Progress]

Summaries of the key studies listed above are not provided in this "Stakeholder Briefing" report, but will be included in the final *LSJR Climate Resilience Study* report.

8. Preliminary Concepts for Regional Flood Risk Reduction

The *LSJR Climate Resilience Study* plans to build off concepts from the past and ongoing studies identified in Section 7, however variations of the concepts presented in past studies, or new concepts altogether, will also be evaluated as part of this study.

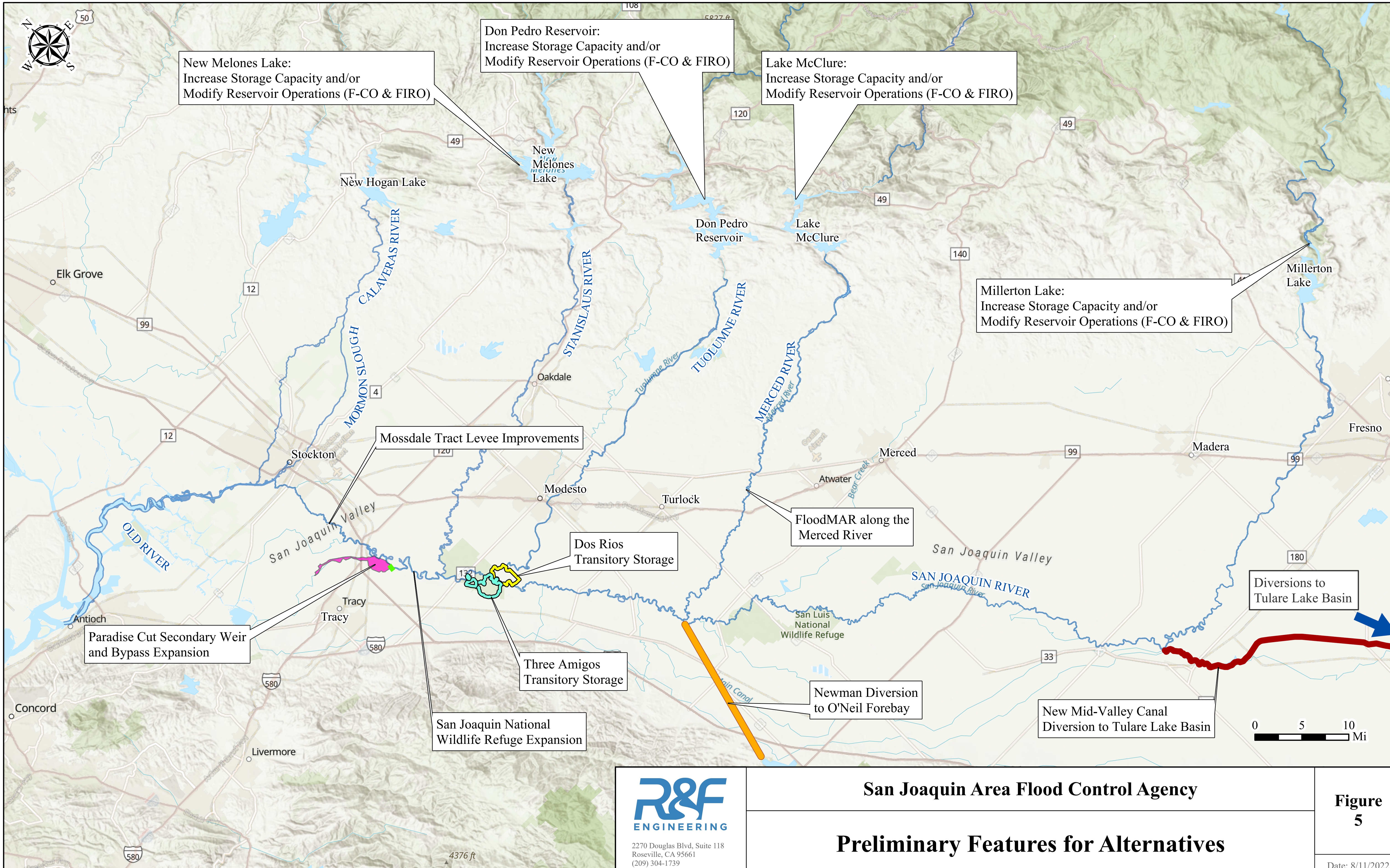
The following is an initial list of general flood risk reduction features that can be considered when beginning to formulate a systemwide flood risk reduction strategy for the LSJR mainstem.

1. New and/or Expanded Flood Bypasses
2. Increased Storage at Existing Upstream Reservoirs
3. New Storage Reservoirs
4. Modified Reservoir Management Operations (F-CO & FIRO)
5. Increase Channel Capacity
6. Large Scale Diversion Canals
7. Diversion of SJR flows to the Tulare Lake Basin
8. Transitory Storage Opportunities
9. FloodMAR Opportunities
10. Levee Improvements
11. Elevate Bridges and Roads used as Primary Evacuation Routes
12. Residual Risk Management

Many of these types of features have been included in the past and ongoing studies on the SJR system that were identified in Section 7. A summary map of concepts from past and ongoing studies is provided in Figure 5. Technical details on these previously studied concepts are not provided in this "Stakeholder Briefing" report, but will be included in the final *LSJR Climate Resilience Study* report.

As an initial step, LSJR stakeholders are asked to provide input on concepts from past studies, on any improvements that could be made to these past concepts, as well as on any new concepts that have the potential to reduce future flood flows on the LSJR mainstem.

Using the input from stakeholders, a refined list of features will be developed that will be further evaluated in the next steps of the *LSJR Climate Resilience Study.*



R&F ENGINEERING

2270 Douglas Blvd, Suite 118
Roseville, CA 95661
(209) 304-1739

San Joaquin Area Flood Control Agency

Preliminary Features for Alternatives

Figure 5

Date: 8/11/2022

9. Stakeholder Outreach

Outreach to SJAFCA partners and LSJR stakeholders is a critical element to the success of the *LSJR Climate Resilience Study*. The following is a partial list of outreach activities that have occurred to date or that are planned for in the near future:

- Presentation at SJAFCA-Reclamation District (RD) Coordination Meeting (July 2022)
    - Included representatives from various RDs in the LSJR region
- Meetings with Non-Governmental Organizations (July/August 2022)
    - Included meetings with representatives from River Partners and American Rivers
- Presentation at SJAFCA Principals Meeting (August 2022)
    - Included representatives from Cities of Lathrop, Manteca, Stockton, and County of San Joaquin
- Presentation at SJAFCA Board Meeting (Planned August 2022)
    - Includes SJAFCA Board members and members of the public
- Presentation at San Joaquin County Advisory Water Commission Meeting (Planned August 2022)
    - Includes members from County of San Joaquin as well as from various cities, water districts, irrigation districts, and reclamation districts around the County
- Presentation at DWR FIRO-MAR Learning Group Meeting (Planned September 2022)
    - Includes primarily attendees from DWR and the CVFPB

10. Summary of Next Steps

As discussed in Section 1, the *LSJR Climate Resilience Study* is being conducted in multiple "phases".

Phase 1 activities primarily include:

1. Gathering background information
2. Stakeholder engagement
3. Formulating a set of alternatives that are recommended for further evaluation
4. Preparing final Phase 1 report

SJAFCA is currently in the "Stakeholder Engagement" step of Phase 1 and will continue with the subsequent steps of the study following this engagement.

Phase 2 activities primarily include:

1. Quantitative and qualitative analyses on the set of alternatives identified in Phase 1
2. Scoring and ranking of alternatives
3. Additional Stakeholder Engagement
4. Selection and refinement of a locally preferred strategy
5. Development of a conceptual implementation plan for the selected strategy
6. Preparing final Phase 2 report

Phase 1 is expected to be completed by the end of 2022. Phase 2 activities are expected to begin immediately following completion of Phase 1.

End of
Agenda Packet