

BOARD OF DIRECTORS

<u>City of Stockton</u> Kimberly Warmesley Dan Wright Alt. Michael Blower	<u>Public Member</u> Steve DeBrum	<u>San Joaquin County/SJCFCWCD*</u> Paul Canepa, Vice-Chair Tom Patti Alt. Robert Rickman
<u>City of Manteca</u> Gary Singh Charlie Halford Alt. Mike Morowit	<u>Executive Director</u> Chris Elias	<u>City of Lathrop</u> Paul Akinjo, Chair Diane Lazard Alt. Jennifer Torres-O'Callaghan
*San Joaquin County Flood Control and Water Conservation District		

SPECIAL BOARD MEETING
San Joaquin Council of Governments
Board Council Chambers
555 E Weber Ave. Stockton, CA
THURSDAY, NOVEMBER 21 2024, 9:00 A.M.

1. CALL TO ORDER

2. CLOSED SESSION

- 2.1) Conference with Legal Counsel and Recruiter regarding Public Employment pursuant to Government Code Section 54957 Title: Executive Director

REPORT OUT ON CLOSED SESSION

3. ROLL CALL

4. PLEDGE TO FLAG

5. PUBLIC COMMENTS

6. CONSENT ITEMS

- 6.1) Approve Minutes from November 6, 2024, Board Meeting
- 6.2) Approve Minutes from September 19, 2024, Board Meeting
- 6.3) Authorization to Enter into a Funding Agreement with the Department of Water Resources for "Phase 5" of the Regional Flood Management Program

7. NEW BUSINESS

7.1) San Joaquin Area Flood Control Agency Regular Board Meeting Schedule for 2025

8. BRIEFINGS

8.1) Receive Status Summary on Strategic Plan Priority Actions

8.2) Receive Informational Briefing on the Status of the Climate Adaptation Policy for the Mossdale Tract Project

9. ORAL REPORT FROM EXECUTIVE DIRECTOR

10. BOARD QUESTIONS, COMMENTS, ACTIONS

11. COUNSEL REPORT

12. 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) 299-4200. Requests must be made one full business day before the start of the meeting.

Agenda Item 6.1

**MINUTES
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
SPECIAL BOARD MEETING OF NOVEMBER 6, 2024**

STOCKTON, CALIFORNIA

1. CALL TO ORDER 10:40 AM

ROLL CALL 10:40 AM

Present:

Director Akinjo
Director Canepa
Director DeBrum
Director Halford
Director Lazard
Director Singh
Director Wright

Absent:

Director Patti
Director Warmesley

2. PLEDGE TO FLAG 10:41 AM

3. PUBLIC COMMENTS 10:41 AM

None.

4. CLOSED SESSION 10:42 AM

4.1) Conference with Legal Counsel and Recruiter regarding Public Employment pursuant to Government Code Section 54957 Title: Executive Director

This will be an all-day closed session to interview candidates for the Executive Director position. The Board will constitute a quorum in Closed Session. The Board will be going to lunch and dinner with the candidates, and each of these break-out meetings will not constitute a quorum. The Board will reconvene in the evening to make a decision on the hiring of an Executive Director and will report out on the Closed Session approximately between 6:30pm – 7:30pm.

REPORT OUT ON CLOSED SESSION: 8:52 PM

All Board Members that were present during roll call were also present during Report Out on Closed Session, except Director Lazard. The Board met in Closed Session all day regarding recruitment of the new Executive Director and has given direction to Legal Counsel and the Recruiter. Legal Counsel and the Recruiter will take that direction and hopefully bring back an open session item at the next regular Board Meeting.

5. ADJOURNMENT 8:53 PM

The meeting adjourned at 8:53 PM. The next meeting is scheduled for November 21, 2024, at San Joaquin Council of Governments Board Room.

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) 299-4200. Requests must be made one full business day before the start of the meeting.



CHRIS ELIAS
EXECUTIVE DIRECTOR
SAN JOAQUIN AREA FLOOD
CONTROL AGENCY

November 6, 2024, SJAFCA Meeting Minutes

Agenda Item 6.2

**MINUTES
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
BOARD MEETING OF SEPTEMBER 19,2024**

STOCKTON, CALIFORNIA

1. CALL TO ORDER 10:04 AM

2. CLOSED SESSION

- 2.1) Conference with Legal Counsel and Recruiter regarding Public Employment pursuant to Government Code Section 54957 Title: Executive Director
- 2.2) Conference with Legal Counsel – Anticipated Litigation (Government Code Section 54956.9(d)(2))
- 2.3) Conference with Real Property Negotiators (Government Code Section 54956.8) – Lower San Joaquin River Reach TS30L Levee Improvement Project – Elmwood Partners, L.P. Property APN 071-150-130, 070-150-040, 071-150-060, 071-150-120, 071-150-140, 071-150-150, 071-150-070, 071-150-110, [Agency Negotiator: Chris Elias, Executive Director; Omar Al-Hindi, Executive Project Manager, Rebekah Green, Project Manager, Bender Rosenthal Incorporated (BRI), Scott Shapiro, General Counsel]
Negotiating Parties: Nelson Bahler
Under Negotiation: Price

PUBLIC COMMENTS 10:05 AM

- Dominick Gulli submitted written comments and shared Public Comments for all in the meeting to hear.

REPORT OUT ON CLOSED SESSION: 10:55 AM

- 2.1) No action or direction given. Will provide update during the Counsel Report on the Agenda.
- 2.2) No reportable action taken.
- 2.3) The Board delegated and authorized the Executive Director to negotiate in regards to the properties listed.

3. ROLL CALL 10:56 AM

Present:

Director Akinjo
Director Lazard
Director Patti
Director Singh
Director Warmsley
Director Wright
Alt. Director Morowit

Absent:

Director Canepa
Director DeBrum
Director Halford

4. PLEDGE TO FLAG 10:57 AM

5. OPEN SESSION 10:57 AM

- 5.1) Consider and Possibly Take Action to Reject, Pay, Compromise, or Take Other Action on Government Claims Act Claims Against SJAFCA

Attachment 1 – Claim from Jessica and Jaime Flores dated August 27, 2024

PUBLIC COMMENT: None.

Motion: To approve the rejection of the claim.
Moved by: Director Wright, Seconded by Director Warmesley
Vote: Motion carried 7-0
Yes: Director Akinjo, Director Lazard, Director Patti, Director Singh, Director Warmesley, Director Wright, Alt Director Morowit
Absent: Director Canepa, Director DeBrum, Director Halford

6. Numbering error – no topic.

7. Numbering error – no topic.

8. PUBLIC COMMENTS 11:00 AM

Public Comment:

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

9. CONSENT ITEMS 11:04 AM

9.1) Approve Minutes from August 15, 2024, Board Meeting

9.2) Ratify Irrigation Agreement and right-to-enter and construct improvements between Elmwood Partners L.P./Raymond Lagorio and San Joaquin Area Flood Control Agency for staging area in support of the Lower San Joaquin River Reach TS30L Levee Improvement

9.3) Receive report of bids, ratify Addenda, waive minor irregularities, approve the Contingency fund, and award of Construction Contract to AM Stephens Construction Company, Inc. in the sum of \$435,688 for construction of the Stoplog Storage Foundation to support the Smith Canal Gate Project

PUBLIC COMMENT: Dominick Gulli submitted written comments and shared comments on agenda topic 9.3 during the meeting for all to hear.

Motion: Approve Consent Items 9.1, 9.2, 9.3
Moved by: Director Wright, Seconded by Warmesley
Vote: Motion carried 7-0

Yes: Director Akinjo, Director Lazard, Director Patti, Director Singh, Director Warmesley,
Director Wright, Alt Director Morowit
Absent: Director Canepa, Director DeBrum, Director Halford

10. NEW BUSINESS 11:09 AM

10.1) Receive an informational briefing on the status of the Mossdale Tract Urban Flood Risk Reduction Program and authorize the issuance of the Mossdale Tract Program: 2023 Annual Adequate Progress Report Update for the Urban Level of Protection

PUBLIC COMMENT: None

Motion: Authorize the issuance of the Mossdale Tract Program: 2023 Annual Adequate Progress Report Update for the Urban Level of Protection
Moved by: Alt. Director Morowit, Seconded by Director Wright
Vote: Motion carried 7-0
Yes: Director Akinjo, Director Lazard, Director Patti, Director Singh, Director Warmesley,
Director Wright, Alt Director Morowit
Absent: Director Canepa, Director DeBrum, Director Halford

10.2) Authorize the Executive Director to work with City of Stockton, County of San Joaquin, and local community-based organizations on the Mormon Channel Bypass Revitalization and Restoration Project while maintaining flood protection, public safety, and enhancing water quality and recreation opportunities

PUBLIC COMMENT: Public commenters shared comments during the meeting for all to hear.

1. Ector Olivares
2. Morokot Uy
3. Ahmad Majid
4. Ruben Lee
5. Bobby Bivens
6. Nik Howard

Motion: Authorize Executive Director to work with City of Stockton, County of San Joaquin, and local community-based organizations on the Mormon Channel Bypass Revitalization and Restoration Project while maintaining flood protection, public safety, and enhancing water quality and recreation opportunities
Moved by: Alt. Director Morowit, Seconded by Director Singh
Vote: Motion carried 7-0
Yes: Director Akinjo, Director Lazard, Director Patti, Director Singh, Director Warmesley,
Director Wright, Alt Director Morowit
Absent: Director Canepa, Director DeBrum, Director Halford

10.3) Authorize the Executive Director to approve all Administrative, Technical, and Policy-Level decisions and Documents on the Feasibility Study, including recommendations of the Paradise Cut Advisory Committee

PUBLIC COMMENT: Sarah Puckett shared comments during the meeting for all to hear.

Motion: Authorize the Executive Director to approve all Administrative, Technical, and Policy-Level decisions and Documents on the Feasibility Study, including recommendations of the Paradise Cut Advisory Committee

Moved by: Director Wright, Seconded by Director Warmsley

Vote: Motion carried 7-0

Yes: Director Akinjo, Director Lazard, Director Patti, Director Singh, Director Warmsley, Director Wright, Alt Director Morowit

Absent: Director Canepa, Director DeBrum, Director Halford

11. BRIEFINGS 12:30 PM

The U.S. Army Corps of Engineers has awarded a contract to a local firm to construct the Brookside segment of the Lower San Joaquin River Project for about \$17M. This is the first U.S. Army Corps of Engineers led project in our community for flood protection. This will bring federal dollars to protect our community and employ local talents to deliver on this project. Groundbreaking will be in April 2025.

12. ORAL REPORT FROM EXECUTIVE DIRECTOR

None.

13. COUNSEL REPORT 12:35 PM

The Board's search for a new Executive Director following Chris Elias' retirement from the agency at the end of the year is continuing. The recruiter has received 21 applications, which have been narrowed down to 8. These 8 applications will be reviewed by the Sub Committee of the Board. Interviews will be held, and then upon this review, a ranking will be developed and the Board will meet these candidates. This process will take place over the next few months and the goal is to appoint a successor prior to end of the year to allow overlap training time. Mr. Elias has volunteered to continue to work on a limited part-time basis at the beginning of next year to ensure proper transition.

14. BOARD QUESTIONS, COMMENTS, ACTIONS 12:36 PM

- Director Patti mentioned that he was in Washington D.C. and met with the U.S. Army Corps of Engineers. He mentioned the two tax ballots that SJAFCA pushed through, and they were "thrilled" to see that kind of commitment towards the projects going on in our community that were supported by our Board of Directors.

15. ADJOURNMENT 12:37 PM

The meeting adjourned at 12:37PM. The next meeting is scheduled for October 24, 2024, at Stockton City Hall.

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) 299-4200. Requests must be made one full business day before the start of the meeting.



CHRIS ELIAS
EXECUTIVE DIRECTOR
SAN JOAQUIN AREA FLOOD
CONTROL AGENCY

September 19, 2024, SJAFCA Meeting Minutes

Agenda Item 6.3

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Chris Elias, Executive Director

SUBJECT: **AUTHORIZATION TO ENTER INTO A FUNDING AGREEMENT WITH THE DEPARTMENT OF WATER RESOURCES FOR "PHASE 5" OF THE REGIONAL FLOOD MANAGEMENT PROGRAM**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency approve and adopt a resolution to authorize and direct the Executive Director to execute a funding agreement with the California Department of Water Resources (DWR) to obtain State funds through the Regional Flood Management Planning (RFMP) Program.

SUMMARY

Approval of a resolution today would authorize the Executive Director to execute a funding agreement with the California Department of Water Resources to supplement funds for the Regional Flood Management Program. Execution of the agreement will allow for continued activities through the Agency's existing RFMP Agreement with DWR, such as public outreach, financial planning, advancement of multi-benefit projects, and regional climate resilience planning.

DISCUSSION

Background

As part of Senate Bill 5, the Central Valley Flood Protection Plan (CVFPP) called for DWR to work with local agencies throughout the Central Valley of California to prepare Regional Flood Management Plans. SJAFCA has taken the local lead for the Lower San Joaquin River and Delta South region. This "Phase 1" RFMP effort began in 2012 and, at that time, the Executive Director was authorized by the SJAFCA Board to coordinate with regional stakeholders, prepare an application package to submit to DWR, and sign a funding agreement to take part in the RFMP efforts. SJAFCA entered into a Directed Funding Agreement with DWR for \$1,653,181 for flood management planning on June 1, 2013.

Consultant costs associated with this effort were funded 100% by a DWR grant and SJAFCA also contributed in-kind costs through staff time. This effort was a bottom-up planning process for local stakeholders to identify flood protection projects and establish local priorities in formulating a regional plan to implement and align with the State's 2017 CVFPP. The result of that effort as well as many other documents produced through the RFMP program can be found on SJAFCA's web site here: <https://www.sjafca.org/projects/lower-san-joaquin-river-delta-south-regional-flood-management-planning>.

In 2015, DWR approved an amendment to the existing funding agreement in the amount of \$160,000 for "Phase 2" of the RFMP Program and extended the term to June 30, 2017. The purpose of the "Phase 2" RFMP Program was to continue the progress from the "Phase 1" regional plans and to support work towards achieving more effective ways of governance and overcoming institutional barriers between local stakeholders.

AGENDA ITEM 6.3

AUTHORIZATION TO ENTER INTO A FUNDING AGREEMENT WITH THE DEPARTMENT OF WATER RESOURCES FOR "PHASE 5" OF THE REGIONAL FLOOD MANAGEMENT PROGRAM **PAGE 2**

In May 2019, new guidelines were released for DWR's RFMP Program to initiate "Phase 3" of the Program. In June 2020, SJAFCA executed a new funding agreement with DWR for \$850,000 to implement "Phase 3" of RFMP Program. The purpose of the "Phase 3" RFMP Program was not only to promote local involvement in DWR's 2022 CVFPP Update, but it also served to incentivize regional participation in further developing and implementing activities that align with CVFPP goals of improved public safety, environmental stewardship, and economic stability. Prior phases of the RFMP Program focused on the development of regional projects; the updated guidelines expanded the scope of activities which align CVFPP investment strategies and implementation with the long-term vision and specific goals for flood risk reduction in the Lower San Joaquin and South Delta Region.

SJAFCA was able to provide input on behalf of the Lower San Joaquin River and Delta South region to DWR as they have published and released their draft 2022 CVFPP Update. SJAFCA has also been able to advance the planning and conceptual development of regional priorities during "Phase 3" of the RFMP program. The 2022 CVFPP Update was adopted by the State on December 16, 2022.

DWR initiated "Phase 4" of the RFMP Program in 2023 following the completion of the 2022 CVFPP Update. SJAFCA continued its role as the lead agency for the Lower San Joaquin River and Delta South RFMP region for "Phase 4" of the RFMP Program, as has been the case for all of the previous rounds of the RFMP program. In 2023, SJAFCA executed a \$260,000 funding agreement with DWR to continue involvement in the RFMP Program.

PRESENT SITUATION

DWR has been able to secure additional grant funding to further supplement the RFMP Program. SJAFCA staff have coordinated with DWR over the past year and is now presented with a new "Phase 5" funding agreement to supplement funding for RFMP efforts. Presented with this opportunity, staff requests the Board's authorization of the Executive Director to enter into a subsequent funding agreement with the California Department of Water Resources.

DWR indicates that they have \$356,667 in additional funding available for the Lower San Joaquin River and Delta South RFMP Region which has been secured through Proposition 68 Bond funds from the "California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018".

The "Phase 5" RFMP funding is intended to assist the regions with continued coordination and continued progress towards the flood risk reduction priorities that were identified in the CVFPP. The funding agreement would be executed in early-2025 and would remain in place through 2027 as DWR completes the next CVFPP cycle with their 2027 Update.

Staff has been in touch with DWR to gain clarity about expectations on the activities that can be included in the "Phase 5" scope of work and how the efforts of our region can be coordinated towards achieving a beneficial outcome for multiple stakeholders. Some of these broad scope

AGENDA ITEM 6.3

AUTHORIZATION TO ENTER INTO A FUNDING AGREEMENT WITH THE DEPARTMENT OF WATER RESOURCES FOR "PHASE 5" OF THE REGIONAL FLOOD MANAGEMENT PROGRAM **PAGE 3**

ideas include efforts related to continued development of 2022 CVFPP recommendations, financial planning for flood risk reduction projects being implemented in the Region, advancement of multi-benefit projects and programmatic mitigation opportunities, regional climate resilience planning on the lower San Joaquin River and Mormon Slough systems, and involvement in activities related to the 2027 CVFPP Update.

FISCAL IMPACT

Immediate impact. Coordination efforts with DWR and initial scoping activities in preparation for the "Phase 5" RFMP program can be fully funded through SJAFCA's existing "Phase 4" RFMP funding agreement with DWR. Because these costs are 100% reimbursable by DWR, no additional financial impact is anticipated to SJAFCA for the coordination and scoping activities leading up to the "Phase 5" RFMP funding agreement.

Future impact. Consultant services and SJAFCA staff time needed for implementation of the "Phase 5" RFMP scope of work under a Directed Funding Agreement from DWR will be 100% reimbursable. The Agency pays for services upfront and is reimbursed less a retention. Retention for this funding agreement is expected be 10% of reimbursable costs submitted and is released after project completion.

STRATEGIC PLAN CONSISTENCY ANALYSIS

Consideration of this request for authorization of the Executive Director to apply for and execute Regional Flood Management Program funding agreement with DWR implements the Mission and Goals of the Board-adopted Strategic Plan. Specifically, it is consistent with the Agency mission statement to "Reduce and Manage the Region's Flood Risk", Priority Action #11, "Engage and nurture strategic relationships with local, state and federal officials, business community, non-governmental organizations and other stakeholder groups."; and Priority Action #12, "Advance actions identified in Regional Flood Management Plan (RFMP) by working with local, State and Federal partners, through initiatives such as the State's Water Resilience Portfolio Initiative 25.4; scope regional efforts identified in the RFMP and chart path forward as opportunities arise".

PREPARED BY:



CHRIS ELIAS
EXECUTIVE DIRECTOR

**AUTHORIZATION TO ENTER INTO A FUNDING AGREEMENT WITH THE DEPARTMENT OF
WATER RESOURCES FOR "PHASE 5" OF THE REGIONAL FLOOD MANAGEMENT
PROGRAM** **PAGE 4**

Attachments:

1. Draft resolution to authorize and direct the Executive Director to execute a funding agreement with the California Department of Water Resources (DWR) to obtain State funds through the Regional Flood Management Planning (RFMP) Program.
2. Draft Funding Agreement between the State of California Department of Water Resources and San Joaquin Area Flood Control Agency for Flood Management Planning for the Lower San Joaquin River and Delta South Region

RESOLUTION NO. SJAFCA 24-34

SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

A RESOLUTION DESIGNATING A REPRESENTATIVE TO EXECUTE A FUNDING AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF WATER RESOURCES, AND ANY AMENDMENTS THERETO, FOR THE REGIONAL FLOOD MANAGEMENT PLANNING (RFMP) PROGRAM

WHEREAS, the San Joaquin Area Flood Control Agency (SJAFCA) intends to execute a funding agreement with the California Department of Water Resources for the Regional Flood Management Planning Program, which includes funding for activities related to the 2027 Central Valley Flood Protection Plan Update; and,

WHEREAS, the SJAFCA is authorized to enter into an agreement with the California Department of Water Resources and the State of California;

WHEREAS, the SJAFCA is a Joint Powers Authority between the cities of Stockton, Lathrop, Manteca, San Joaquin County, and San Joaquin County Flood Control and Water Conservation District, with responsibility for flood management in the area protected by the facilities of the State Plan of Flood Control and is willing to participate in, coordinate, and collaborate with other interested parties in the Lower San Joaquin River and Delta South Region that are participating in regional flood risk management; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of SJAFCA as follows:

1. That pursuant and subject to all of the terms and provisions of the California Proposition 68 "The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018" Bond Law, this Agency will enter into an Agreement with the California Department of Water Resources to obtain funding for Regional Flood Management Planning activities for the Lower San Joaquin River and Delta South Region.
2. The Executive Director of SJAFCA, or designee is hereby authorized and directed to prepare the necessary data, make investigations, sign, and file such funding agreement and any subsequent amendments with the California Department of Water Resources.
3. The Executive Director of SJAFCA, or designee is hereby authorized to execute all documents related to the agreement and make any administrative change to this resolution in consultation with SJAFCA's general counsel, to clarify the Board's intent and satisfy DWR's administrative and legal requirements.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the San Joaquin Area Flood Control Agency on this 21 day of November, 2024.

PAUL AKINJO, 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

**STATE OF CALIFORNIA
THE NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES**

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

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
FOR**

**FLOOD MANAGEMENT PLANNING FOR THE LOWER SAN JOAQUIN RIVER AND DELTA
SOUTH REGION**

**FUNDED UNDER THE REGIONAL FLOOD MANAGEMENT PLANNING PROGRAM
A COMPONENT OF THE CENTRAL VALLEY FLOOD PROTECTION PLAN**

Table of Contents

1. PURPOSE OF FUNDING.....	4
2. TERM OF AGREEMENT	4
3. FUNDING AMOUNT	4
4. ELIGIBLE ACTIVITIES AND COSTS	4
5. CALIFORNIA ENVIRONMENTAL QUALITY ACT	5
6. REQUIREMENTS FOR DISBURSEMENT	6
7. ACCEPTABLE CONDITIONS	6
8. STATEMENT OF COSTS	6
9. METHOD OF PAYMENT FOR ELIGIBLE PROJECT COSTS.....	8
10. WITHHOLDING OF FUNDING DISBURSEMENT BY STATE.....	8
11. DEFAULT PROVISIONS AND DISPUTE RESOLUTION	9
12. SUBMISSION OF PROGRESS REPORTS.....	9
13. PROJECT CLOSEOUT:.....	10
14. PERFORMANCE EVALUATION.....	10
15. NOTIFICATION OF STATE.....	10
16. PROGRAM AND PROJECT MANAGERS	11
17. NOTICES	11
18. INCORPORATION OF STANDARD CONDITIONS AND RECIPIENT COMMITMENTS.....	12

**STATE OF CALIFORNIA
AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES**

AND

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

FOR

**FLOOD MANAGEMENT PLANNING FOR THE LOWER SAN JOAQUIN RIVER AND DELTA
SOUTH REGION**

THIS FUNDING AGREEMENT, herein referred to as the "Agreement", 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 San Joaquin Area Flood Control Agency, 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:

"Budget and Costs by Task" means the itemized budget and financing for RFMP activities as included in this Agreement.

"Eligible Costs" means reasonable and necessary actual costs associated with executing the Scope of Work and Tasks described in the Funding Agreement.

"Funding Amount" means the total funding the State will provide to the Funding Recipient for Regional Flood Management Planning activities under this Agreement.

"Program Manager" means the State's Program Manager who shall approve the Agreement and all amendments thereafter. The State's Program Manager shall be the State Division of Flood Management Manager.

"Project Manager" means the State or Funding Recipient's designated representative for the administration of the Agreement.

"Regional Plan," previously known as a Regional Flood Management Plan, is the document that presents the long-term flood management vision for a region with implementation strategies for a "flood safe region." The 2012 Central Valley Flood Protection Plan (CVFPP) called for DWR to work with local flood management agencies to prepare a "Regional Flood Management Plan" for each of the flood inundation regions within the Central Valley that would identify: (a) flood management challenges and deficiencies at the regional level; (b) potential projects identified by local public agencies and interest groups for the region, projects' costs, and prioritization of the projects; and (c) financial strategies that identify benefits of the projects, and sources of the funding for implementation of the projects. All six regions completed comprehensive regional plans by 2015 under prior funding agreements with DWR.

“Regional Flood Management Program (RFMP)” is the overall program for providing funding to Eligible Applicants to perform work that is consistent with these guidelines, the CVFPP, the Regional Plans, and other applicable and related DWR and State programs.

1. **PURPOSE OF FUNDING:** State shall provide funding from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 to Funding Recipient to assist in financing the Flood Management Planning for the Lower San Joaquin River and Delta South Region (Project) pursuant to Public Resources Code, section 80000, et seq.

Nothing herein shall preclude Recipient from proceeding, self-funded, with work that has not been deemed eligible by the State.

2. **TERM OF AGREEMENT:** The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by December 31, 2027, and no funds may be requested after June 30, 2028.
3. **FUNDING AMOUNT:** The maximum amount payable by the State under this Agreement shall not exceed \$356,667. Any additional costs are the responsibility of the Funding Recipient.
4. **ELIGIBLE ACTIVITIES AND COSTS:** State funding may only be used for eligible activities and costs. Activities related to overhead costs, administration, and supplies should be reasonable, necessary, and directly related to the funded activities described below. Eligible costs are the reasonable and necessary actual costs associated with executing the Scope of Work and Tasks described in the Funding Agreement. Credit or reimbursement will not be provided for work completed before the signed Funding Agreement execution date. Eligible activities and costs may include, but are not limited to, the following:
 - Pursuit of local funding mechanisms and regional consolidation
 - Procurement of technical consulting services
 - Costs to implement programs, studies, and activities in support of previously completed RFMPs
 - Direct costs of revising the Regional Plans and related activities
 - Regional Working Group coordination
 - Cross-Regional coordination
 - Stakeholder outreach and engagement
 - Activities in support of Regional Conservation Investment Strategy (RCIS)
 - Activities in support of Federal Emergency Management Agency (FEMA) National Flood Insurance Program reform
 - Operation, Maintenance, Repair, Rehabilitation, and Replacement (OMRR&R) planning related to securing and maintaining active PL 84-99 status and compliance with applicable United States Army Corps of Engineers (USACE) Standard Operation and Maintenance manuals and supplements.
 - Developing agreements, memorandums of understanding, arrangements or plans between Local Maintaining Agencies (LMAs) to share resources (e.g., staff, equipment, funding, etc.) for effective and efficient O&M.

- Activities in support of refined permitting strategies and planning for multi-benefit projects
- Activities in support of advancement of the CVFPP Conservation Strategy
- Activities in support of the DWR Flood Maintenance Assistance Program (FMAP)
- Encroachment compliance planning
- Development of regional governance mechanisms and LMA consolidation
- Financial and technical planning and activities to secure additional local funding

Advanced funds cannot be provided. Costs that are not eligible include, but are not limited to, the following:

- Costs for work incurred prior to execution of Funding Agreement
- Meals and meeting refreshments
- Equipment
- Design work
- Construction
- Training
- Travel unrelated to RFMP activities
- Replacement of existing funding sources for ongoing programs
- Support of existing agency requirements and mandates
- Preparation of California Environmental Quality Act (CEQA) or National Environmental Protection Act (NEPA) documents or applying for or obtaining permits for construction
- Costs that the State does not authorize as part of final accounting
- General Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Funding Recipient; non-project-specific accounting and personnel services performed within the Funding Recipient's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition; conference fees; and, generic overhead or markup. This prohibition applies to the Funding Recipient and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

- 5. CALIFORNIA ENVIRONMENTAL QUALITY ACT:** The RFMP is exempt from CEQA compliance as a planning study pursuant to section 15262 of the CEQA Guidelines. The Project involves only planning studies for possible future actions. The Project includes no approval process, adoption or future commitment of funds. The final regional documents resulting from this Agreement have no legally binding effect on later activities by State or Funding Recipient. While State requests Funding Recipient to prioritize projects and provide a funding plan, the reports are intended to be used as references for future flood planning activities by the State. The regional planning priorities will not preclude consideration and analysis of reasonable alternatives to those priorities in future project development activities, or otherwise trigger the need for CEQA compliance in connection with actions regarding the regional planning documents pursuant to section 15004 of the CEQA Guidelines. Funding Recipient agrees to limit its actions regarding the Project as necessary to maintain this exempt
- Lower San Joaquin River and Delta South Region Funding Agreement

status under section 15262, and further agrees to consider environmental factors to the extent required by that section and by section 15004.

- 6. REQUIREMENTS FOR DISBURSEMENT:** Funding Recipient shall meet all conditions precedent to the disbursement of money under this Agreement, including Acceptable Conditions, Paragraph 7. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to Funding Recipient under this Funding Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 7. ACCEPTABLE CONDITIONS:** State shall have no obligation to disburse money under this Agreement unless and until Funding Recipient has satisfied the terms, conditions, and provisions set forth in the Guidelines:

 - a. Funding Recipient demonstrates compliance with the provisions of the Agreement.
 - b. For the term of this Agreement, Funding Recipient submits timely quarterly progress reports as required by Paragraph 12, Submission of Progress Reports.
 - c. If the Funding Recipient diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
 - d. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Funding Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Funding Recipient advance written notice of such termination, allowing the Funding Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
- 8. STATEMENT OF COSTS:** Funding Recipient shall provide State with a Statement of Costs.

 - a. Funding Recipient shall provide a statement of the incurred Eligible Costs for work performed during the period identified in the particular statement. The Statement of Costs shall include:
 - i. The date of the invoice, the time period covered by the invoice, and the total amount due;
 - ii. Itemized costs based on the tasks specified in Exhibit F, Budget and Costs by Task. The amount claimed for salaries/wages/consultant fees must be based on a

- calculation formula (i.e., hours or days worked times the hourly or daily rate must equal the total amount claimed);
- iii. What eligible activities were performed during the statement period;
 - iv. Who conducted the activities;
 - v. When the costs were incurred;
 - vi. Current contractor and subcontractor/subrecipient;
 - vii. Original signature and date of Funding Recipient's authorized representative or Project Manager. Submit the original "wet signature" copy of the invoice form to the following address: Karimi Arao, Program Manager, 3464 El Camino Ave, Suite 200, Sacramento, CA 95821 or an electronic signature certified and transmitted via DocuSign from the authorized representative to susan.arao@water.ca.gov.
- b. Reimbursements will only be approved for eligible costs incurred pursuant to this Agreement and consistent with the approved Scope of Work and Tasks and budget.
- c. Reimbursements will be paid in arrears.
- d. The State will review each Quarterly Progress Report and each Statement of Costs to determine whether claimed costs are, in the opinion of the State, Eligible Project Costs and whether the Recipient has provided adequate information to verify that claimed expenses were incurred.
- e. State may reject a Statement of Costs if: (1) it is submitted without signature; or (2) it is submitted under signature of a person other than Funding Recipient's Project Manager or the Funding Recipient's authorized representative.
- f. A Statement of Costs containing a mathematical error will be corrected by State, after a telephone call or email to Funding Recipient; and will thereafter be treated as if submitted in the corrected amount. State will provide Recipient with notification of the corrected Statement of Costs.
- g. State will notify Funding Recipient by mail, whenever, upon review of a. Statement of Costs, State determines that any portion or portions of the costs claimed: (1) are ineligible to be paid under Federal or State law, or the terms of this Agreement; (2) do not constitute Eligible Project Costs approved by State for funding under the terms of this Agreement; or (3) are not supported by invoices or receipts acceptable to State. Funding Recipient may, within thirty (30) days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Funding Recipient fails to timely submit adequate documentation curing the deficiency(ies), State will adjust the pending Statement of Costs by the amount of the ineligible and/or unapproved cost(s). Funding Recipient may continue to submit additional documentation in support of rejected cost(s) and may include such cost(s) with additional supporting documentation on a subsequent Statement of Costs. Disputes concerning whether costs are Eligible Projects Costs and have been adequately documented will be resolved in accordance with the dispute resolution process set forth in Paragraph 11, Default Provision and Dispute Resolution.
- h. All Statements of Costs shall be accompanied by a statement signed by the Funding Recipient's Project Manager or authorized representative that the statement is correct to

the best of his or her knowledge and belief after an investigation that is reasonable under the circumstances and is submitted under penalty of perjury.

- i. At the sole discretion of the State, the State may modify the requirements for preparation and submittal of Statements of Costs in order to improve administration of the regional planning effort or to ensure compliance with the Governor's Executive Order on accountability for bond funds, Executive Order S-02-07, or other legal requirements.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Funding Recipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources. Any eligible costs for which the Funding Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph C5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 115, 470, 487-489.)

- 9. METHOD OF PAYMENT FOR ELIGIBLE PROJECT COSTS:** After the disbursement requirements in Paragraph 6 are met, Funding Recipient shall provide to the State a Statement of Costs in accordance with Paragraph 8 and timely progress reports in accordance with Paragraph 12. Following receipt of the Statement of Cost and timely progress reports, State will disburse the whole or portions of the funding commitment to Funding Recipient.

Payment will be made quarterly, but no more than monthly, in arrears, upon receipt of an invoice bearing the RFMP Region Title and Recipient Name. Submit the original and three (3) copies of the invoice form to the following address:

State of California
Department of Water Resources
Division of Flood Management
Attention: Karimi Arao
3464 El Camino Ave, Suite 200
Sacramento, CA. 95821-9000

- 10. WITHHOLDING OF FUNDING DISBURSEMENT BY STATE:** If State determines Funding Recipient has failed in any respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure to State's satisfaction, State may withhold from Funding Recipient all or any portion of the funding commitment and take any other action that it deems necessary to protect the State's interests. State may require the Funding Recipient to immediately repay all or any portion of the disbursed funding amount with interest, consistent with its determination. State may consider Funding Recipient's refusal to repay the requested disbursed funding amount a contract breach subject to the default provisions in Paragraph 11. If State notifies Funding Recipient of its decision to withhold the entire funding amount from Funding Recipient pursuant to this Paragraph, this Agreement shall terminate upon receipt of such notice by Funding Recipient and shall no longer be binding on either party.

Lower San Joaquin River and Delta South Region Funding Agreement

11. DEFAULT PROVISIONS AND DISPUTE RESOLUTION: Funding Recipient will be in default under this Agreement if any of the following occur:

- a. Breach of this Agreement, or any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient's obligations;
- b. Making any false warranty, representation, or statement with respect to this Agreement;
- c. Failure to make any remittance required by this Funding Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph C5;
- d. Failure to submit timely progress reports; or,
- e. Failure to routinely invoice State.

Should an event of default occur, State shall provide a notice of default to the Recipient. If the Recipient fails to cure the default within the time (not less than 10 days) prescribed by the State, State may do any or all of the following:

- a. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default;
- b. Terminate any obligation to make future payments to Funding Recipient;
- c. Terminate the Agreement; and
- d. Take any other action that it deems necessary to protect its interests.

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

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

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

12. SUBMISSION OF PROGRESS REPORTS: The submittal and approval of all progress reports is a requirement for the successful completion of this Agreement. Progress reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All progress

reports shall be submitted along with the invoices to the address in Paragraph 9, and shall be submitted in both electronic and hard copy forms. If requested, Funding Recipient shall promptly provide any additional information deemed necessary by State for approval of progress reports. Progress reports shall be presented in the formats described in Exhibit D, Progress Report Format and Requirements. The submittal and approval of progress reports is a requirement for processing each invoice.

- a. Quarterly Reports: Beginning the quarter that the Agreement is executed (signed) by State, and for the duration of the Agreement, the Funding Recipient will provide written quarterly progress reports (but no more often than monthly) to DWR within sixty (60) days of the completion of the quarter to ensure funds are utilized in accordance with the Funding Agreement. Progress reports will generally coincide with a submitted invoice for reimbursement and include at least the following information:
- Records of expenditures incurred during the period covered by the report
 - Description of work activities since the previous report
 - Status of the work relative to the agreed upon schedule and budget
 - Key issues that must be resolved
 - Planned activities for the following quarter
 - Upcoming events, meetings, and milestones expected for the next quarter

If no eligible activities occur or and/or no eligible costs are incurred during any quarter of the Funding Agreement, a written quarterly progress report is still required to be submitted to DWR within sixty (60) days of the completion of that quarter. In the quarterly progress report, the Funding Recipient shall provide an explanation of why there were no activities or costs within that quarter.

- b. Compliance with Executive Order S-02-07: At the sole discretion of the State, the State may modify the requirements for preparation and submittal of work plans and reports called for in this Agreement in order to improve administration of the State Federal Flood Control System Modification Program or ensure compliance with the Governor's Executive Order on accountability for bond funds, Executive Order S-02-07, or other legal requirements.

13. PROJECT CLOSEOUT: Prior to payment of the final invoice, a final completion report must be prepared and submitted to DWR by the Funding Recipient on behalf of its region. The final completion report submitted must:

- Summarize all approved progress reports prepared throughout the duration of the Funding Agreement
- Include all items required in the Funding Agreement
- Include a copy of the final deliverables in both electronic and hard copy form prepared for the region

14. PERFORMANCE EVALUATION: Funding Recipient's performance under this Agreement will be evaluated by State after completion.

15. NOTIFICATION OF STATE: Recipient shall promptly notify, in writing, State of the following items:

- a. Events or proposed changes that could affect the scope, budget, or work performed under this Agreement. Funding Recipient agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change.
- b. Change to any of the Agreement or changes in parties to the Agreement.
- c. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by State's representatives. Recipient shall make such notification at least fourteen (14) calendar days prior to the event.
- d. Completion of work on the Project.
- e. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Funding Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Funding Recipient agrees to implement appropriate actions as directed by the State.

16. PROGRAM AND PROJECT MANAGERS: Either party may change its Project Manager upon written notice to the other party.

- a. State's Project Manager shall be State's representative and shall have the authority to make determinations and findings with respect to each controversy arising under or in connection with the interpretation, performance, or payment for work performed under the Agreement.
- b. Funding Recipient's Project Manager shall be the Funding Recipient's representative for the administration of the Agreement and shall have full authority to act on behalf of the Funding Recipient, including authority to execute all payment requests.

17. NOTICES: Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Agreement shall be in writing. Notices may be sent by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by electronic transmission, followed submittal of a hard copy. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given seven (7) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below:

State of California
Department of Water Resources
Division of Flood Management
Attention: Karimi Arao
3464 El Camino Ave, Suite 200
Sacramento, CA. 95821-9000

Chris Elias, Executive Director
San Joaquin Area Flood Control Agency
2800 W. March Lane, Suite 200
Stockton, CA 95219

18. INCORPORATION OF STANDARD CONDITIONS AND RECIPIENT COMMITMENTS: The following exhibits are attached and made a part of this Agreement by this reference:

- Exhibit A – Scope of Work and Tasks
- Exhibit B – Budget and Costs by Task
- Exhibit C - General Terms and Conditions
- Exhibit D – Progress Report Format and Requirements
- Exhibit E – Guidelines for Funding Recipients - Documents Required for State Audits
- Exhibit F – Local Agency Resolution

IN WITNESS WHERE OF, the parties hereto have executed this Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

SAN JOAQUIN AREA FLOOD CONTROL
AGENCY

Jeremy Arrich, Division Manager
Division of Flood Management

Chris Elias,
Executive Director

Date_____

Date_____

Approved as to Legal Form and Sufficiency

Approved as to Legal Form and Sufficiency for
San Joaquin Area Flood Control Agency

Robin Brewer, Assistant General Counsel
Office of the General Counsel

Scott Shapiro
Agency Counsel

Date_____

Date_____

EXHIBIT A SCOPE OF WORK

TASK 1 - PROJECT ADMINISTRATION, MANAGEMENT, AND REPORTING

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

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

Task 1 Deliverables:

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

TASK 2 - COMMUNICATION AND ENGAGEMENT

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

- Coordinating and conducting regular regional meetings for the purpose of sharing information and updates on relevant flood management topics and the progress of the CVFPP implementation
- Attending Coordinating Committee meetings, Central Valley Flood Protection Board (CVFPB) Workgroup meetings, CVFPB Workshops, CVFPB Levee Inspection Compliance Program, CVFPB Advisory Committee, OMRR&R Meetings, and other RFMP Regional meetings
- Managing the Lower San Joaquin Delta South Regional/RFMP website with updated information regarding the Region, RFMP process, and the CVFPP
- Meetings and presentations to regional stakeholders
- Developing and distributing outreach materials
- Small group meetings with targeted stakeholders
- Participation and coordination on reservoir reoperation studies in the lower, mid, and upper San Joaquin River basins
- Participating in coordination meetings with DWR, other resource agencies, and other government entities
- Coordinating with LMAs on issues such as OMRR&R of State Plan of Flood Control facilities, maintaining active PL84-99 status, and inspection protocols
- Continuing engagement with local stakeholders including landowners and the public in regional flood management activities
- Tracking relevant news and funding opportunities

Task 2 Deliverables:

- *Summaries and updates to DWR and stakeholder/public outreach activities*

TASK 3 - RFMP ACTIVITY UPDATES AND ADVANCEMENT OF CVFPP RECOMMENDATIONS

Efforts under this task will be focused on providing status updates of the region's RFMP as well as providing on activities that support and advance the implementation of 2022 CVFPP and Conservation Strategy recommendations. Activities under this task will include:

- Meetings and communications with LMAs and stakeholders
- Meetings and coordination with DWR's CVFPP team
- Evaluating and planning for CVFPP recommended projects in the Lower San Joaquin River and Delta South (LSJRDS) region, including coordination and planning-level activities to better inform and coordinate regional goals and strategies identified in the CVFPP
- Assisting and coordinating with DWR on implementation of the Conservation Strategy goals relevant to the Region, including advance mitigation site delivery

Task 3 Deliverables:

- *Summary of planning activities related to advancement of CVFPP recommended projects in the region*

TASK 4 - FINANCIAL PLANNING AND FUNDING SUPPORT

Efforts under this task aim to continue the pursuit of comprehensive, long-term strategies for local funding mechanisms that can be used to finance flood protection initiatives and potentially consolidate local funding programs. Activities under this task include:

- Evaluations of the current funding status and shortfalls for flood management activities within the region
- Financial analysis and support to identify and pursue potential State or Federal funding mechanisms
- Identification of grant funding opportunities and completion of grant applications that can be used to fund technical studies, project development, and/or implementation that will help advance regional flood risk reduction projects
- Evaluation of multi-benefit projects and multi-benefit funding opportunities which might include opportunities for project bundling, cost-sharing, and/or different project delivery partnerships
- Update of the finance plan for Mossdale levee improvements to include the potential for federal investment

Task 4 Deliverables:

- *Summary of financial analyses and conclusions from these analyses (if applicable)*
- *Completed Grant applications (if applicable)*

TASK 5 - REGIONAL GOVERNANCE

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

- Coordination and regularly scheduled meetings between San Joaquin Area Flood Control Agency (SJAFA) and Reclamation Districts in the LSJRDS region to align and organize

on governance, financing, engineering, planning, and landowner engagement related to the USACE Lower San Joaquin River Project (LSJRP)

- Coordination and engagement between SJAFCA and Reclamation Districts in the LSJRDS region to consider options for consolidation and streamlining of OMRR&R responsibilities
- Coordination and engagement efforts with the partners involved in the Paradise Cut bypass expansion project
- Evaluation of other opportunities for improved governance and exploration of the viability of establishing new governance framework(s) to improve how local stakeholders can effectively engage in regional flood risk management planning and action implementation

Task 5 Deliverables:

- *Summaries and updates to DWR on engagement with Reclamation Districts and stakeholders*

TASK 6 - ADVANCEMENT OF MULTI-BENEFIT PROJECTS AND PROGRAMMATIC MITIGATION OPPORTUNITIES

Efforts under this task will be focused on facilitating the development and enhancement of multi-benefit projects and environmental mitigation opportunities in the region. To promote multi-benefit opportunities and ecosystem functions, and to identify multi-benefit features by working with environmental non-governmental organizations (NGOs) and other regional stakeholders to develop a regional conservation strategy that addresses programmatic environmental mitigation opportunities that can be applied to current and future flood risk reduction projects. Activities under this task include:

- Coordinating with DWR to align the effort with implementation of the Conservation Strategy goals, which include advance mitigation site delivery

Task 6 Deliverables:

- *Summary of efforts in developing of a process for identifying and delivering advanced mitigation sites and developing a regional conservation strategy that addresses programmatic environmental mitigation opportunities*

TASK 7 - REGIONAL CLIMATE RESILIENCE

- Efforts under this task will be focused on conducting hydrologic changes to the region. To develop policies and plan for solutions on a regional scale that will provide flood system flexibility and climate resiliency. Activities under this task include: Identifying planning for climate change impacts along the Lower San Joaquin River
- Identifying planning for climate change impacts downstream of New Hogan Reservoir
- Identifying updates of the SJAFCA Climate Change Policy

Task 7 Deliverables:

- *Report that summarizes the evaluation of various basin-wide climate resilient flood risk reduction strategies for the lower San Joaquin River system*
- *Summary of results from analyses that look at the potential impacts of the CVFPP's New Hogan climate change projections on the downstream communities*

TASK 8 - INSTITUTIONAL BARRIERS AND PROCESS IMPROVEMENTS

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

- Developing a coordinated climate change strategy that will improve consistency of climate change policies for and other flood risk reduction projects in the region.
- Developing and advancing long term remediation plans with the goal of restoring and maintaining PL84-99 eligibility for the levee systems within the regions
- Provide non-structural flood risk reduction support, such as improved flood emergency preparedness will be an integral component of the overall regional suite of flood risk reduction measures

Task 8 Deliverables:

- *Summaries and updates to DWR on coordination of climate change policies between USACE, DWR, and SJAFC*

TASK 9 - NFIP-RELATED ACTIVITIES

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

- Coordinating and supporting activities associated with FEMA NFIP reform and re-mapping efforts, including community outreach during the continued rollout of FEMA's Risk Rating 2.0
- Updating FEMA's existing Flood Insurance Rate Maps (FIRMs)

Task 9 Deliverables:

- *Summary of findings, re-mapping efforts, and recommendations for NFIP-related activities (as applicable)*

TASK 10 - REGION-SPECIFIC ACTIVITIES

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

Task 10 Deliverables:

- *Summary of activities conducted under this task*

EXHIBIT B
BUDGET AND COSTS BY TASK

Regional Flood Management
San Joaquin Area Flood Control Agency
For
Flood Management Planning for the Lower San Joaquin River and Delta South Region

Task #	Task Name	Funding Budget
1	Project Administration, Management, and Reporting	\$40,000
2	Communication and Engagement	\$65,000
3	RFMP Activity Updates and Advancement of CVFPP Recommendations	\$100,000
4	Financial Planning and Funding Support	\$10,000
5	Regional Governance	\$5,000
6	Advancement of Multit-Benefit Projects and Programmatic Mitigation Opportunities	\$30,000
7	Regional Climate Resilience	\$49,667
8	Institutional Barriers and Process Improvements	\$5,000
9	NFIP-Related Activities	\$5,000
10	Region-Specific Activities	\$47,000
TOTAL		\$356,667

EXHIBIT C
GENERAL TERMS AND CONDITIONS

C.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

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

C.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Funding Recipient shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Funding Recipient's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 and through an agreement with the State Department of Water Resources." The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

C.3. AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Funding Recipient for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

C.4. AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Funding Recipient assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

- C.5. **AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Funding Recipient to conduct a final audit to State's specifications, at Funding Recipient's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 11 or take any other action it deems necessary to protect its interests. The Funding Recipient agrees it shall return any audit disallowances to the State.
- Pursuant to Government Code section 8546.7, the Funding Recipient shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Funding Recipient or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Funding Recipient's activities. (Pub. Resources Code, § 80012, subd. (b).)
- C.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Funding Recipient or to furnish any other considerations under this Funding Agreement and Funding Recipient shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Funding Recipient with a right of priority for payment over any other Funding Recipient. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State, or offer a Funding Agreement amendment to Funding Recipient to reflect the reduced amount.
- C.7. **CALIFORNIA CONSERVATION CORPS:** Funding Recipient may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- C.8. **CHILD SUPPORT COMPLIANCE ACT:** The Funding Recipient acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Funding Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Funding Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

- C.9. CLAIMS DISPUTE: Any claim that the Funding Recipient may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Funding Recipient's knowledge of the claim. State and Funding Recipient shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- C.10. COMPETITIVE BIDDING AND PROCUREMENTS: Funding Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Funding Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- C.11. COMPUTER SOFTWARE: Funding Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- C.12. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. Employees of the Funding Recipient: Employees of the Funding Recipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)

- D. Employees and Consultants to the Funding Recipient: Individuals working on behalf of a Funding Recipient may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- C.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: Funding Recipient agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- C.14. DISPOSITION OF EQUIPMENT: Funding Recipient shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Funding Recipient with a list of the items on the inventory that State will take title to. All other items shall become the property of Funding Recipient. State shall arrange for delivery from Funding Recipient of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- C.15. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Funding Recipient, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Funding Recipient's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
 - i. Will receive a copy of Funding Recipient's drug-free policy statement, and
 - ii. Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.
- C.16. FUNDING RECIPIENT'S RESPONSIBILITIES: Funding Recipient and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget).
 - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to
Lower San Joaquin River and Delta South Region Funding Agreement

- 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 funding.
- C. Comply with all applicable California, federal, and local laws and regulations.
 - D. Implement the Project in accordance with applicable provisions of the law.
 - E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
 - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Funding Recipient shall provide copies of permits and approvals to State.
 - G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Funding Recipient under this Agreement.
 - H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Funding Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Funding Recipient and any other entity concerning responsibility for performance of work.
- C.17. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- C.18. INCOME RESTRICTIONS: The Funding Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Funding Recipient under this Agreement shall be paid by the Funding Recipient to the State, to the extent that they are properly allocable to costs for which the Funding Recipient has been reimbursed by the State under this Agreement. The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- C.19. INDEMNIFICATION: Funding Recipient shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Funding Recipient shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- C.20. INDEPENDENT CAPACITY: Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

- C.21. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests.
- C.22. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Funding Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- C.23. LABOR CODE COMPLIANCE: The Funding Recipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Funding Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Funding Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- C.24. MODIFICATION OF OVERALL WORK PLAN: At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A and B which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- C.25. NONDISCRIMINATION: During the performance of this Funding Agreement, Funding Recipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medial and family care leave or pregnancy disability leave. Funding Recipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and

Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. Funding Recipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

- C.26. OPINIONS AND DETERMINATIONS: Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- C.27. PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of \$200,000, the Funding Recipient shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- C.28. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Funding Recipient shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Funding Recipient's service of water, without prior permission of State. Funding Recipient shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Funding Recipient meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- C.29. PROJECT ACCESS: The Funding Recipient shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- C.30. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- C.31. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- C.32. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Funding Recipient for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Funding Recipient will be promptly disbursed to the Funding Recipient, without interest, upon completion of the Project.

- C.33. **RIGHTS IN DATA:** Funding Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 7920.000 et seq.) Funding Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Funding Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- C.34. **SEVERABILITY:** Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- C.35. **SUSPENSION OF PAYMENTS:** This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Funding Recipient, its contractors, or subcontractors have made a false certification, or
 - B. Funding Recipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- C.36. **SUCCESSORS AND ASSIGNS:** This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Funding Recipient shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- C.37. **TERMINATION BY FUNDING RECIPIENT:** Subject to State approval which may be reasonably withheld, Funding Recipient may terminate this Agreement and be relieved of contractual obligations. In doing so, Funding Recipient must provide a reason(s) for termination. Funding Recipient must submit all progress reports summarizing accomplishments up until termination date.
- C.38. **TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 11, the State may terminate this Funding Agreement and be relieved of any payments should Funding Recipient fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 11.
- C.39. **TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on 30 days' advance written notice. The Funding Recipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- C.40. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- C.41. **TIMELINESS:** Time is of the essence in this Funding Agreement.
- C.42. **TRAVEL:** Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding Agreement. Any reimbursement for necessary travel and per diem shall be at

rates not to exceed those set by the California Department of Human Resources for excluded employees. These rates may be found at:
<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

- C.43. UNION ORGANIZING: Funding Recipient, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Funding Recipient, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
 - B. Funding Recipient shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
 - C. Funding Recipient shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Funding Recipient makes expenditures to assist, promote, or deter union organizing, Funding Recipient will maintain records sufficient to show that no State funds were used for those expenditures and that Funding Recipient shall provide those records to the Attorney General upon request.
- C.44. VENUE: The State and the Funding Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Funding Recipient hereby waives any existing sovereign immunity for the purposes of this Agreement.
- C.45. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT D
PROGRESS REPORT FORMAT AND REQUIREMENTS

PROGRESS REPORTS

Quarterly or Monthly Reports shall generally use the following format. This format may be modified as necessary to effectively communicate information on the project contained in the RFMP Detailed Scope of Work and Tasks. The report should reflect the status of the entire project identified in the Agreement.

For Regional Flood Management Planning, describe the work performed during the quarter or month including:

PROJECT INFORMATION

- Status of Regional Flood Management Planning;
- Major accomplishments during the quarter or month (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc.);
- Discuss participation level of other entities in the RFMP process, status of Regional Flood Management Planning effort;
- Issues and risks that have, will, or could affect the schedule or budget, with a recommendation on how to mitigate the matter; and
- Description of the differences between the work performed and the work outlined in the RFMP Scope of Work, Appendix A.

COST INFORMATION

- List costs incurred during the quarter or month by the Recipient and each contractor working on the project. The list should include hours per task worked on during the quarter or month for above personnel. This does not include in-kind costs.
- In-kind expenditures for the quarter or month.
- A discussion on how the actual budget is progressing in comparison to the project budget included in Appendix B, RFMP Costs and Budget; and
- A revised budget, by task, if changed from latest budget.
- Projected expenditures for the next quarterly or monthly reporting period.

SCHEDULE INFORMATION

- A schedule showing actual progress (% complete and planned completion date) versus planned progress (baseline) as shown in Exhibit A, RFMP Scope of Work;
- A discussion on how the actual schedule is progressing in comparison to the schedule in Exhibit A, RFMP Scope of Work; and
- A revised schedule, by task, if changed from latest schedule in Exhibit A, RFMP Scope of Work.

ANTICIPATED ACTIVITIES NEXT QUARTER OR MONTH

Provide a description of anticipated activities for the next quarterly or monthly reporting period.

PROGRESS REPORTS

The Project Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the project contained in the RFMP Detailed Scope of Work and Tasks. The report should reflect the status of the entire project identified in the Agreement.

Executive Summary

Provide a brief summary of the completed project.

Report Status

- a. Describe work performed.
- b. Describe work performed
 - i) Tasks completed
 - ii) Milestones met
 - iii) Meetings held or attended
 - iv) Press release, etc.
 - v) Data delivered or information gained
- c. Discuss any issues or concerns that affected the schedule or budget

Cost Information

- a. Complete cost accounting of the project by Recipient and each subcontractor working on the project. Include hours per task worked on during the reporting period for above personnel.
- b. Discuss how the final expenditure compares to the Project Budget.

Schedule Information

- a. Provide a final project schedule showing actual progress versus planned progress from the schedule.

ELECTRONIC REPORT FORMATTING

Funding Recipient agrees that work funded under this Agreement will be provided in an electronic format to State. Electronic submittal of final reports, plans, studies, data, and other work performed under this Agreement shall be as follows:

- Text preferably in MS WORD or text PDF format. The PDF file shall be searchable.
- Files named so that the public can determine their content. For example, file naming of reports must have the title and, if subdivided into smaller sized files, the chapter number/letter and names in the report Table of Content (TOC); files of maps, figures, and tables by number/letter as referenced in the TOC; well logs files with State required naming convention; and Appendix number/letter and named in the TOC.
- For projects involving a modeling component, Recipient shall provide the major input data files, parameters, calibration statistics, output files, and other information requested by State's Project Manager.
- State will retain all ownership of the digital data it has generated and any derivative works using the digital data as its source. The Recipient agrees to immediately notify State in writing of any and all defects, errors, inaccuracies or any other problems with the Data discovered during Data usage.
- Electronic copies of all finalized GIS data files, or non-GIS files containing spatial data (such as in Excel worksheets), in ArcGIS version 10.0, including but not limited to shapefiles (all components), geodatabases, coverages, grids, MXD's, etc. All data, subject to State review and approval, shall comply with all aspects of State FloodSAFE GIS Standards. Maps developed by the Recipient shall include a logo that will be provided by the State. Each data file shall include or be attached to metadata in compliance with the current State FloodSAFE GIS Standards. Metadata shall include detailed descriptions of: creation methods, analysis steps, spatial and attribute accuracies/completeness, complete data dictionaries, and any other relevant information that could affect interpretation of applicability of these data toward any potential purpose. All data shall be provided in NAD83/NAVD88 reference datums.
- All other physical or electronic components used to create any printed or electronic product, so that State obtains the capability to open and print any document, figure, plate, profile, table or graph included in this task order, and edit them as necessary. These include, but are not limited to: all GIS data files used to produce any map, regardless of the file origin; all finalized GIS document files such as, but not limited to, ESRI ArcMap Document (MXD) files and AutoCAD Drawing Exchange Format (DXF) files; style sheets for all symbology used in any GIS product; any linked or embedded tables, graphics or text that were included in any map layout, all in a form that permits editing; all CADD files, all image files.
- Electronic copies of all source data (including, but not limited to, GIS files) and significant intermediate processing step files used to generate final data files.

EXHIBIT E
GUIDELINES FOR FUNDING RECIPIENTS –
DOCUMENTS REQUIRED FOR STATE AUDITS

The lists below detail the documents/records that State Auditors would need to review in the event of a grant, loan or directed funding being audited. Recipients and borrowers should ensure that such records are maintained for each funded project.

Internal Controls:

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the grant, loan or directed funding Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a. Receipts and deposits
 - b. Disbursements
 - c. State reimbursement requests
 - d. Grant, loan or directed funding expenditure tracking
 - e. Guidelines, policy, and procedures on grant, loan or directed funding Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on grant, loan or directed funding Program/Project.

Grants, Loans or Directed Funding:

1. Original grant, loan or directed funding agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans or directed funds received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners documents, if applicable.
2. Contracts between the Agency and member agencies as related to the grant, loan or direct funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the grant, loan or directed funds.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related grant, loan or directed funds budget line items.
3. Reimbursement requests submitted to the State for the grant, loan or directed funds.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants, loans or directed funding.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for or loan receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for grant, loan or directed funding reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the grant, loan or direct funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program.

Project Files:

1. All supporting documentation maintained in the project files.
2. All grant, loan or directed funding related correspondence.

EXHIBIT F
LOCAL AGENCY RESOLUTION

Agenda Item 7.1

November 21, 2024

TO: San Joaquin Area Flood Control Agency Board of Directors
FROM: CHRIS ELIAS, EXECUTIVE DIRECTOR
SUBJECT: **SJAFCA REGULAR BOARD MEETING SCHEDULE FOR 2025**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency accept the draft 2025 monthly meeting schedule.

DISCUSSION

Background

On January 26, 2011, the SJAFCA Board approved a resolution setting future regular Board meeting on a bi-monthly basis. The resolution also states that future Board meetings schedules will be presented no later than January of each year, and that Special Board meetings will be held, as necessary.

Throughout the course of 2020 and 2021, SJAFCA Board meetings were held monthly via video conferencing.

During 2022, all meetings were held monthly in person, except for the month of February 2022, when the Board of Directors found that due to conditions of danger to the safety of persons, warranted and necessitated the proclamation of a local emergency throughout the boundary of the San Joaquin Area Flood Control Agency, due to the COVID-19 pandemic.

The Board of Directors reviewed the need for continuing this emergency proclamation within thirty (30) days and determined conditions safe to return to in-person meetings.

Since 2023, all meetings have continued to be held in person.

Present Situation

It is recommended the Board of Directors of the San Joaquin Area Flood Control Agency accept and approve the resolution for the 2025 Regular Board Meeting Schedule.

PREPARED BY: Leanne Randall

APPROVED BY:



CHRIS ELIAS
EXECUTIVE DIRECTOR

Attachment 1:
DRAFT 2025 San Joaquin Area Flood Control Agency Regular Board Meeting Schedule

2025

SJAFCA's Board Meeting Schedule

- January 30, 2025
- February 20, 2025
- March 20, 2025
- April 17, 2025
- May 15, 2025
- June 12, 2025
- July 17, 2025
- August 21, 2025
- September 18, 2025
- October 16, 2025
- November 13, 2025
- December 11, 2025

**RESOLUTION NO. SJAFCA 24-33
SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**

SJAFCA REGULAR BOARD MEETING SCHEDULE FOR 2025

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

Regular Board meetings for 2025 are scheduled to be held at 555 E. Weber Ave, Stockton, CA, San Joaquin Council of Governments, (unless specified as different) on the following dates:

- | | | |
|---------------------|-------------------|----------------------|
| • January 30, 2025 | • May 15, 2025 | • September 18, 2025 |
| • February 20, 2025 | • June 12, 2025 | • October 16, 2025 |
| • March 20, 2025 | • July 17, 2025 | • November 13, 2025 |
| • April 17, 2025 | • August 21, 2025 | • December 11, 2025 |

PASSED, APPROVED AND ADOPTED this 21ST day of November 2024

PAUL AKINJO, 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 8.1

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Chris Elias, Executive Director

SUBJECT: **RECEIVE STATUS SUMMARY ON STRATEGIC PLAN PRIORITY ACTIONS**

RECOMMENDATION

Receive an informational update on the status of and progress toward Priority Actions (PAs) contained in the Agency's Board-adopted SJAFCA Strategic Plan.

DISCUSSION

Background

SJAFCA published its updated Strategic Plan Priority Actions in March 2024; it is available on the [website](https://www.sjafca.org/projects/strategic-plan)¹. SJAFCA's Strategic Plan sets the framework for the Agency's actions and decisions. It contains the Agency's mission statement, goals, objectives, and priority actions. SJAFCA's work directly supports each Priority Action and in turn its overall mission.

As presented in the Strategic Plan, the figure below illustrates the interconnections between SJAFCA's Goals and Objectives. These have remained static since the first Strategic Plan publication in 2019 and remain relevant to the Agency's ongoing work today.

FIGURE 4. Goals & Objectives

		1	2	3	4	5
		Plan for and Implement System Resiliency	Drive for Operational Transparency	Facilitate Funding to Structures most Beneficial to Local Interests	Support Appropriate, Mutually Beneficial Partnerships	Promote Public and Institutional Awareness
OBJECTIVES	1. Deliver projects and programs consistent with State and Federal regulatory requirements.	✓			✓	
	2. Identify and implement local and/or regional funding mechanisms; maximize State and Federal investment in the region for flood risk reduction efforts.			✓	✓	
	3. Develop public outreach programs to maximize public and institutional awareness and involvement.		✓			✓
	4. When appropriate, optimize partnerships and integrate flood risk reduction efforts with local maintaining agencies.		✓		✓	✓
	5. Identify and include system resiliency needs in project development.	✓				
	6. Monitor potential impacts to the system and advocate for Agency's needs.	✓	✓			✓
	7. Pursue multi-benefit approaches to incentivize investments from non-traditional funding sources and promote system resiliency and resource mitigation.			✓	✓	

¹ <https://www.sjafca.org/projects/strategic-plan>

Priority Action Review

Following adoption of the first Strategic Plan in 2019, staff prepared at least semi-annual updates on the status of the Priority Actions. These included presentations to the Board of Directors and summaries of accomplishments and a look forward to SJAFCA's programs.

In January 2022, staff presented a status update and proposed revisions to the Priority Actions found in the Strategic Plan. Following the Board of Director's feedback, staff proposed updates to the Strategic Plan at the March 2022 BOD meeting. The update was published on the Agency's website.

As part of the 2022 Strategic Plan Update, SJAFCA identified thirteen Priority Actions which define specific performance measures that tie directly back to the listed Goals and Objectives.

Throughout 2022 and 2023, the staff and consultant team have presented updates to the Agency's programs and progress toward the Priority Actions. During the presentations, the Board reaffirmed its priorities as presented in the plan with an emphasis on its mission to reduce and manage the region's flood risk.

During the October 19, 2023, Board meeting, the SJAFCA team again reviewed the Agency's strategic direction. During that meeting staff discussed achievements, misses, challenges, implementation risks and opportunities.

Subsequently in January and March 2024, staff presented to and collaborated with the Board on several updates and revisions to the Strategic Plan. Those updates included completed activities, revision to outdated actions, and new or modified activities. These allow the agency to remain current with its program targets and establish near term benchmarks for project progress and accountability.

In March 2024, the Board adopted an updated Strategic Plan with Priority Action amendments. These included fourteen PAs – some similar to those in the past and some new. In general, these represented the latest in project development for the purpose of continuing an atmosphere of agency accountability, progress tracking and priority setting.

Progress Toward Systemwide Resiliency

Staff and its consultant team continuously work toward the goals and objectives for the Agency. Notable accomplishments that have occurred in the past year include:

- Smith Canal Gate ribbon cutting on October 23, 2024, which is the culmination of 15 years of planning and work to provide up to 200-year flood protection for approximately 8,500 property owners.
- Vegetation and tree clearing as preparatory step in advance of the anticipated groundbreaking of the Lower San Joaquin River Project at TS30L (Tenmile Slough is along the Brookside community on the delta front), representing the first increment of flood protection construction work to be led by the U.S. Army Corps of Engineers.

Priority Action Review

- USACE contract award for \$17.9M to Ahnta-Forgen JV for the construction of TS30L.
- Purchase of and construction advancement at San Joaquin River West Mitigation site, which supports the LSJRP work at TS30L by mitigating for fish and wildlife impacts of the future construction project.
- Partnership with USACE on crafting the LSJRP's compensatory mitigation plan (CMP), allowing for the planning, design and implementation of critical fish and wildlife mitigation ahead of substantial flood protection work.
- Secured \$75M in state funding to kick-start design and construction of the Urban Flood Risk Reduction Project in Mossdale.
- Implemented the Mossdale Tract Overlay Assessment District to round out portfolio of vital, local funding for the flood risk reduction work in Mossdale.
- Completion of the climate resiliency under supporting the Bay Area Council grant.
- Report to Board an update on climate change policy during November BOD meeting.

Present Situation

Ongoing activities by the agency and its partners set the stage for future successes in working toward agency goals and objectives. Several significant actions are on the horizon, including:

- Submission of Smith Canal Gate accreditation package to Federal Emergency Management Agency, planned for Q4 2024.
- Ten Mile Slough Levee (TS30L) construction mobilization and groundbreaking set for Q2 2025.
- USACE Tentatively Selected Plan (TSP) for Lower San Joaquin River Feasibility Study Phase II in Q1 2025. The TSP is a critical study milestone, allowing for the finalization of the project's feasibility analysis and identifying Federal financial interest in improving the Mossdale Tract levees to protect residents and businesses from Weston Ranch in South Stockton to Manteca, including extension of the RD 17 levee.
- In Q1 2025, the design team will complete 65% design of second increment of LSJRP at Shima Tract Phase A on the delta front. This is a key milestone, which provides enough detail to advance environmental compliance efforts and real estate acquisition.
- Public draft environmental report for Mossdale Tract Urban Flood Risk Reduction Work is expected to be released in Q2 2025.
- Partnering meetings/engagements with State and Federal officials at staff and management level, as well as close coordination with local stakeholders, including tour with DWR, Delta Stewardship Council, HQUSACE representatives, and Restore the Delta.

As the Agency looks forward, there are several risks with project delivery, which may result in delays, funding challenges, resource constraints, or scoping adjustments. The Agency continues to monitor and manage the following issues:

- Compensatory mitigation planning and implementation for the Lower San Joaquin River Project. Given expected environmental impacts associated with flood risk reduction projects, mitigation planning and implementation timelines may affect the team's ability to deliver timely flood risk reduction projects. In order to address this challenge, the project team on the LSJRP prepared a compensatory mitigation plan to identify mitigation for the entire program.

Priority Action Review

- Tentatively Selected Plan (TSP) for Lower San Joaquin River Project Phase II (Lathrop and Manteca Study). The team works toward the TSP with several studies, milestones and decision points driving the selection.
- Federal appropriations for Lower San Joaquin River Project Phases I & II. Funding levels are subject to congressional appropriation and funding shortages could result in delays or inefficiencies, especially if a federal budget is delayed and we are subject to Continuing Resolution (CR) funding. The Agency continues to partner with its congressional leaders to ensure continuity in funding for its programs.
- Land acquisition process and timing for Lower San Joaquin River Project Phases I & II. SJAFCA continues to look for opportunities to start any land acquisition needs early, even if that simply is establishing contact with stakeholders and identifying possible property needs under different project scenarios.
- State funding for Paradise Cut Bypass Expansion and Multi-Benefit Project. Given the tight budget for the scope identified in the agreement, there is minimal contingency and other headwinds from a cost escalation standpoint such as work near the railroad.
- Adequate progress via project advancement to continue flood risk management objectives in Mossdale Tract area. SJAFCA continues to work with its partner agencies and its project team to advance work to support adequate progress findings required by Senate Bill (SB) 5.

Staff and its consultant team will present the Board with a summary of progress toward its Priority Actions in carrying out the Agency's goals and objectives. And, the team commits to providing continuous updates as risks emerge and opportunities are realized or averted.

FISCAL IMPACT

This is an informational item with no direct fiscal impact. However, funding for implementation of any actions in the Agency's Board-adopted Strategic Plan are included as part of existing or future budgets.

Strategic Plan Consistency Analysis

The material found in this report is consistent with the Mission and Goals of the Board-adopted Strategic Plan, whereby each Priority Action directly links back to the components of SJAFCA's strategy. Finally, as we lean into the future, our mission is to "reduce and manage the region's flood risk."

SUBMITTED BY:



CHRIS ELIAS
EXECUTIVE DIRECTOR

Attachment:

1. Program Update, November 2024



NOVEMBER 2024

ATTACHMENT 1

Program Highlights

SJAFCA Commissions Smith Canal Gate Project

With a snip of giant scissors, a ribbon across the Smith Canal Gate was cut on October 23 during a ceremony attended by local, state and federal officials. The celebration culminated 15 years of planning and work to provide up to 200-year flood protection for ~8,500 property owners in the Smith Tract, many of whom have been living with a costly flood insurance mandate since 2008. SJAFCA is awaiting final project documents from the construction contractor that are necessary to finalize the project accreditation package for FEMA. The package is expected to be submitted to FEMA by the end of 2024. The federal agency is expected to issue a Letter of Map Revision (LOMR) sometime in 2025. Once new maps are in place, Smith Tract properties will no longer be required to pay for high-risk flood insurance. Collectively, this will save property owners hundreds of thousands of dollars per year while providing them access to lower cost flood insurance.



Lower San Joaquin River Project to Break Ground in April 2025

This month, the US Army Corps of Engineers will complete tree and vegetation clearing on TS30L (Tenmile Slough dryland levee adjacent to Brookside). The work was necessary to prepare for the levee degrade and reconstruction that is scheduled to begin in April 2025. The USACE recently awarded a \$17.9 million construction contract for that work to Ahtna-Forgen JV. The TS30L segment, slated for completion in November 2026, is the first project under the USACE's \$1.4 billion Lower San Joaquin River Project. In March 2025, more than 3,300 property owners within the Brookside area will receive an update on planned construction and opportunities for public engagement.

ONGOING ISSUES MANAGEMENT

- » Mitigation planning and implementation for the Lower San Joaquin River Project
- » Federal appropriations for Lower San Joaquin River Project Phases I & II
- » Land acquisition process and timing for Lower San Joaquin River Project Phases I & II

MEETINGS/EVENTS

- » SJAFCA Board Meeting:
10 a.m., November 21

More info:

www.sjafca.org/about-sjafca/board-meetings

RECENTLY COMPLETED ACTIVITIES

- » Smith Canal Gate ribbon cutting
- » TS30L Vegetation and tree clearing
- » USACE award for \$17.9M TS30L construction contract to Ahtna-Forgen JV
- » \$75M in state funding secured for the Mossdale Tract Urban Flood Risk Reduction Project
- » Implementation of the Mossdale Tract Overlay Assessment District
- » State funding for Paradise Cut Bypass Expansion and Multi-Benefit Project
- » Completion of Bay Area Council grant work on climate resiliency

UPCOMING ACTIVITIES

- » Submission of Smith Canal Gate accreditation package to Federal Emergency Management Agency (Q4 2024)
- » TS30L groundbreaking and construction (Q2 2025)
- » USACE Tentatively Selected Plan for Lower San Joaquin River Feasibility Study Phase II (Q1 2025)
- » 65% design of second increment of LSJRP at Shima Tract Phase A (Q1 2025)
- » Public draft Environmental Impact Report for Mossdale Tract Urban Flood Risk Reduction Project (Q2 2025)
- » Adequate progress to achieve flood risk management objectives in Mossdale area (Q4 2024)
- » Report to Board on updated Climate Change Policy

Strategic Plan Implementation Progress

Adopted in 2019 and updated in 2024, SJAFA's Strategic Plan presents the Agency's mission statement, goals, objectives, and priority actions. Progress on implementing priority actions are highlighted below.



Priority Action	% Complete	Target End
1 Lower San Joaquin River Project Implementation: 1. Complete Construction at TS30L by 2025 2. Shima Tract Phase A, Construction Contract Award by Q1 2026 3. Phase E (SJ River Right, French Camp, Duck Creek): 10% by Aug 2025 4. CEQA/NEPA for Mitigation Strategy by Dec 2024	6% 56% 24% 13%	9.21.26 3.31.26 8.1.25 4.30.25
2 Smith Canal area Letter of Map Revision Package by Q2 2024	30%	12.31.24
3 Submit Smith Canal Gate credit to USACE	85%	4.1.25
4 Partner with USACE on Phase 2 of Federal Study (Mosssdale Tract) » Partner annually with State of ca on Federal advocacy » Tentatively Selected Plan and Locally Preferred Plan by Jan 2025 » Section 221 MOU for federal credit of Non-Federal Sponsor investments by Dec. 2025 » Obtain signed Chief's Report by Q1 2027	76% 41% 25%	1.31.25 12.31.25 3.31.27
5 Implement Urban Flood Risk Reduction Project in Mosssdale Tract: 1. Public Draft EIR by June 2024 2. Complete dryland levee design by June 2025 3. Start dryland levee construction in 2026	55% 41% 25%	6.30.25 12.30.25 5.1.27
6 1. Achieve 200-year protection in Mosssdale Tract as required by law 2. Complete annual adequate progress reporting	35% CONTINUOUS	12.1.40
7 Refine Mosssdale project(s) considering climate change information	CONTINUOUS	
8 Complete formation of Overlay Assessment and Enhanced Infrastructure Financing District in Mosssdale Tract by Aug. 2024	100%	8.30.24
9 Update CIP planning	CONTINUOUS	
10 Implement public outreach program(s)	CONTINUOUS	
11 Enhance strategic relationships through various partnership opportunities	CONTINUOUS	
12 Advance actions and scope regional efforts identified in Regional Flood Management Plan	CONTINUOUS	
13 Advance Paradise Cut Bypass Expansion and Multi-benefit Project with Feasibility Study initiation in June 2024	CONTINUOUS	
14 Develop regional climate resiliency framework by Sept 2024	25%	9.1.24

- Work is complete or ongoing and on schedule
- Work is upcoming or ongoing but trending off schedule; aspects are recoverable
- Work will or has missed significant scheduled milestones



SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

Reducing and managing the region's flood risk.

2800 W. March Lane, Suite 200
Stockton, CA 95219

(350) 333-1146

sjafca.org

Agenda Item 8.2

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Chris Elias, Executive Director

SUBJECT: **INFORMATIONAL BRIEFING ON THE STATUS OF THE CLIMATE ADAPTATION POLICY FOR THE MOSSDALE TRACT**

RECOMMENDATION

It is recommended the Board of Directors of the San Joaquin Area Flood Control Agency (Agency) receive an informational briefing on the Climate Change Adaptation Policy for the Mossdale Tract and discuss potential next steps for updating the policy.

SUMMARY

SJAFCA's *Climate Change Adaptation Policy for Mossdale Tract* was adopted by the Agency in 2019 (Resolution 19-06) and is due for a periodic review as required by the policy. The review evaluates if any changes are needed and confirms that the policy continues to align with the climate science released since it was first adopted.

SJAFCA, in partnership with the California Department of Water Resources (DWR), has been advancing the Mossdale Urban Flood Risk Reduction (UFRR) Project which is currently under evaluation through the California Environmental Quality Act (CEQA). The State's 200-year Urban Levee Design Criteria (ULDC), along with SJAFCA's *Climate Change Adaptation Policy for Mossdale Tract*, has been guiding climate resiliency for the Project.

It is recommended that staff and Agency consultants undertake a comprehensive review of the policy and, if warranted, modify, and revise the Mossdale policy to align with the latest climate science. In addition, staff would explore expanding the climate change adaptation policy, or drafting a separate climate change adaptation policy, for other areas of the SJAFCA planning region beyond the Mossdale Tract. Following review of the climate change policy, staff will return to the SJAFCA Board for another briefing to discuss the review and propose the next steps.

BACKGROUND

SJAFCA, in partnership with DWR, began advancing the Mossdale UFRR Project in 2016. One of the primary goals of the Mossdale UFRR Project is to build a flood risk reduction project that is acceptable to both SJAFCA and DWR, that meets the State's ULDC and provides the Mossdale Tract with a 200-year Urban Level of Flood Protection (ULOP). The ULDC requires that the engineer consider climate change adjustments in project design. Similarly, the Central Valley Flood Protection Plan (CVFPP) has identified climate change as an essential element in project planning. These factors led the Agency to develop its Mossdale climate change policy in 2019 which fed into the Mossdale UFRR project. The UFRR feasibility study was completed in 2021 and, since then, the CEQA and design phases have begun. This feasibility study was formulated to meet the requirements of ULDC.

Urban Levee Design Criteria (ULDC)

The ULDC requires a system to utilize a 200-year design water surface elevation (DWSE), plus adjustments and other considerations such as future climate change projections. Incorporation of

STATUS OF THE CLIMATE ADAPTATION POLICY FOR THE MOSSDALE TRACT PROJECT

climate change projections into the DWSE should consider the 20-year length of a ULOP finding. The engineering evaluations conducted for the proposed Mossdale flood risk reduction project incorporated guidance from the ULDC to determine appropriate hydraulic parameters for purposes of project design.

SJAFCA Climate Change Adaptation Policy for Mossdale Tract

SJAFCA adopted a climate change policy in 2019 which has also helped to guide certain project development decisions for the Mossdale Tract levee improvements. SJAFCA's *Adoption of a Policy on Adapting Design Standards for the Mossdale Tract Area of SJAFCA in Light of Climate Change* (SJAFCA, February 2019, Resolution 19-06) states, in part, that design- and investment-level decisions should incorporate the following elements:

- Incorporation of additional stage at the downstream boundary of the San Joaquin River hydraulic model to cover “intermediate” estimates of sea level rise per U. S. Army Corps of Engineers guidance, plus an additional factor for uncertainty.
- The inclusion of some additional measure of stage in levee design. This additional stage will differ in different reaches to be determined by SJAFCA staff based upon input from consultants and partner agencies but is expected to be in the zero to three-foot range.
- Where real estate is being acquired for project improvements (and where land use coordination as described below is not adequate), SJAFCA will acquire the necessary real estate to support potential future levee raises and/or extensions based on the 2017 CVFPP climate change hydrology.
- Coordination with relevant land-use agencies in and around current and future levee alignments to ensure approved development can accommodate expanded levee footprints and extended levee alignments.
- At least every three years, and more often when the state of the science demands, staff shall review available studies and models and make recommendations to the Board whether this policy needs to be updated.
- SJAFCA will request that each land use agency within the Mossdale Tract annually provide to SJAFCA a summary of any findings made toward adequate progress.
- SJAFCA will develop cost estimates to provide SJAFCA with necessary resources to further study and evaluate this issue through and after project completion.

PRESENT SITUATION

The design flows used for the Mossdale UFRR Project were based on climate change analyses from the State's 2017 CVFPP. The State has since updated their climate change analyses as part of the 2022 CVFPP. The analyses from the 2017 CVFPP included projection of a “median” climate change scenario out to the year 2067. The updated analyses in the 2022 CVFPP include a broader range of “low”, “medium”, and “high” climate change scenarios that are projected out to 2072. In addition, SJAFCA's Climate Adaptation Policy for the Mossdale Project calls for periodic review approximately every three years to re-evaluate the policy in light of the most recent climate science.

STATUS OF THE CLIMATE ADAPTATION POLICY FOR THE MOSSDALE TRACT PROJECT**RECOMMENDATION**

The current climate change policy for the Mossdale Project was adopted by SJAFCA in 2019 and is due for review. It is recommended that staff and their consultants undertake a comprehensive review of the policy and, if warranted, modify and re-draft the Mossdale policy to align with the latest climate science. In addition, staff would also consider expanding the climate change policy, or drafting a separate climate change policy, for other areas of the SJAFCA planning region beyond the Mossdale Tract. This type of policy may also be able to serve a purpose for ongoing projects such as the Paradise Cut Bypass Expansion feasibility study and the USACE Lower San Joaquin River Project (LSJRP). Following staff review of the climate change policy, we will return to the SJAFCA Board for another briefing to discuss staff review of the policy and to propose the next steps.

FISCAL IMPACT

This is an informational item only. There is no net budgetary impact resulting from staff's recommendation to the Board.

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. Specifically, the following Objectives and Priority Actions are supported by the activities described within this report.

Objectives -

- Deliver projects and programs consistent with State and Federal regulatory requirements.
- Identify and include system resiliency needs in project development.
- Monitor potential impacts to the system and advocate for Agency's needs.

Priority Actions -

- Priority Action 7: Refine project development plans considering emerging climate information in accordance with the Mossdale Climate Change Adaptation Policy.
- Develop a regional climate resiliency framework in collaboration with member agencies and external stakeholders by September 2024.



CHRIS ELIAS

EXECUTIVE DIRECTOR

**End of
Agenda Packet**