

BOARD OF DIRECTORS

<u>City of Stockton</u> Michael Blower, Vice-Chair Brando Villapudua Alt. Mariela Ponce	<u>Public Member</u> Steve DeBrum	<u>San Joaquin County/SJCFCWCD*</u> Paul Canepa, Chair Mario Gardea* Alt. Robert Rickman
<u>City of Manteca</u> Gary Singh Charlie Halford Alt. Mike Morowit	<u>Executive Director</u> Darren Suen, PE	<u>City of Lathrop</u> Diane Lazard Steve Dresser Alt. Jennifer Torres-O'Callaghan
*San Joaquin County Flood Control and Water Conservation District		

BOARD MEETING
San Joaquin Council of Governments
Council Chambers
555 E Weber Ave. Stockton, CA
THURSDAY, NOVEMBER 13, 2025, 1:00 P.M.

To participate in this meeting, Board Members must be in-person unless statutory exceptions exist.

ZOOM LINK Option:

<https://us06web.zoom.us/j/84351586133?pwd=YLBRO5O8d7GGQiwLiqkWcS4H1Krud3.1>

Meeting ID: 843 5158 6133

Passcode: 425716

All callers will be muted until unmuted by the moderator. Any member of the public on the teleconference may speak during Public Comment once unmuted or you may email public comments to admin@SJAFCA.org. Two minutes will be given to each member of the public. You may also submit your public comments in writing up to 24 hours in advance of the meeting.

1. CALL TO ORDER / ROLL CALL
2. PLEDGE TO FLAG
3. PUBLIC COMMENTS

4. CONSENT ITEMS

- 4.1) Approve Minutes from September 11, 2025 Board Meeting
- 4.2) 2026 Board Meeting Schedule
- 4.3) Standard Policy for Adjustments to Pre-Qualified List and Master Services Agreement
- 4.4) Execute a Joint Exercise of Powers Agreement to join the Special District Risk Management Authority (SDRMA) and participate in Property/Liability and Workers' Compensation Programs

5. NEW BUSINESS

- 5.1) Adoption of an Interim Operations Agreement between the San Joaquin Area Flood Control Agency and the San Joaquin County Flood Control & Water Conservation District for the Smith Canal Gate Project Improvements

6. BRIEFINGS

- 6.1) Paradise Cut Bypass Expansion and Multi-Benefit Project Feasibility Study Update
- 6.2) Mossdale Tract Program Update
- 6.3) 2025 Year in Review

7. EXECUTIVE DIRECTOR REPORT

8. COUNSEL REPORT

9. BOARD COMMENTS

10. CLOSED SESSION

- 10.1) Significant exposure to litigation pursuant to § 54956.9(d)(4): One Case
- 10.2) Anticipated Litigation Pursuant to Government Code Section 54956.9(d)(2): One Case (Shimmick Construction Company, Inc.)

11. 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 4.1

**MINUTES
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
BOARD MEETING OF SEPTEMBER 11, 2025**

STOCKTON, CALIFORNIA

1. CALL TO ORDER / ROLL CALL 1:00 PM

Present:	Absent:
Director Canepa	Director Blower
Director DeBrum	Director Lazard
Director Dresser	
Director Gardea	
Director Halford	
Director Singh	
Director Villapudua	

2. PLEDGE TO FLAG 1:00 PM

Chair Canepa asked for a moment of silence for the victims of 9/11 and yesterday's horrific assassination in Utah.

3. PUBLIC COMMENTS 1:01 PM

None.

4. CONSENT ITEMS 1:01 PM

4.1) Approve Minutes from August 14, 2025, Board Meeting

Public Comments: None.

Motion:	To approve Consent Item 4.1
Moved by:	Director Singh, Seconded by Director DeBrum
Vote:	Motion carried 7-0
Yes:	Director Canepa, Director DeBrum, Director Dresser, Director Gardea, Director Halford, Director Singh, Director Villapudua
Absent:	Director Blower, Director Lazard

5. BRIEFINGS 1:02 PM

5.1) Mossdale Tract Program Update

Public Comments: None.

5.2) Receive a Briefing on SJAFCA's Historic Approach for Obtaining Urban Level of Flood Protection (200-year) on SJAFCA Projects

Public Comments: None.

6. NEW BUSINESS 1:03 PM

- 6.1) Authorize the Executive Director to 1) Execute Amendment No. 1 to the Project Partnership Agreement with the United States Army Corps of Engineers and 2) Amend the Local Partnership Agreement with the State of California Central Valley Flood Protection Board for the Lower San Joaquin River Project, Phase 1 and 3) Authorize the Executive Director to Execute an Excess Federal Credits Transfer Agreement with the Sutter Butte Flood Control Agency

Public Comments: None.

Motion: To Authorize the Executive Director to 1) Execute Amendment No. 1 to the Project Partnership Agreement with the United States Army Corps of Engineers and 2) Amend the Local Partnership Agreement with the State of California Central Valley Flood Protection Board for the Lower San Joaquin River Project, Phase 1 and 3) Authorize the Executive Director to Execute an Excess Federal Credits Transfer Agreement with the Sutter Butte Flood Control Agency

Moved by: Director DeBrum, Seconded by Director Halford

Vote: Motion carried 7-0

Yes: Director Canepa, Director DeBrum, Director Dresser, Director Gardea, Director Halford, Director Singh, Director Villapudua

Absent: Director Blower, Director Lazard

7. EXECUTIVE DIRECTOR REPORT 2:19 PM

1. A virtual Community Workshop was held last night for the Paradise Cut Multi-Benefit Project. More meetings will be conducted in the future. SJCOG and Delta Conservancy staff were in attendance.
2. The response to FEMA's (Federal Emergency Management Agency) LOMR (Letters of Map Revision) has been submitted and we are hoping to hear back from FEMA soon.
3. Truck's hauling dirt will begin next Monday from SEWD facility to TS30L. Levee construction to start next year.
4. The October Board Meeting will be cancelled due to the League of Cities conference.
5. Mr. Suen will be attending the National Waterways Conference in 2 weeks, where he will be sitting on a panel to discuss permitting.

8. COUNSEL REPORT 2:21 PM

Counselor Shapiro is also General Counsel for the California Central Valley Flood Control Association. This allows him to have discussions with the officers of the association, the Department of Water Resources (DWR) and the Central Valley Flood Protection Board on how to simplify permitting. The Department of Water Resources has been receptive to these discussions, as they also solicit permits. It will save time and money to find ways to streamline this process. The process is currently being discussed.

9. BOARD COMMENTS 2:24 PM

None.

10. ADJOURNMENT 2:24 PM

The meeting adjourned at 2:24 pm. The October 9, 2025 Board Meeting will be cancelled. The next upcoming Board Meeting will be held November 13, 2025, at 1:00 PM

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DARREN SUEN
EXECUTIVE DIRECTOR
SAN JOAQUIN AREA FLOOD
CONTROL AGENCY

September 11, 2025, SJAFCA Meeting Minutes

Agenda Item 4.2

November 13, 2025

TO: San Joaquin Area Flood Control Agency Board of Directors
FROM: Darren Suen, Executive Director
SUBJECT: **SJAFCA REGULAR BOARD MEETING SCHEDULE FOR 2026**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency accept the 2026 monthly meeting schedule. Regular Board meetings will be held at 555 E. Weber Ave, Stockton, CA, San Joaquin Council of Governments, (unless specified as different) at 2pm.

DISCUSSION

Background

On January 26, 2011, the SJAFCA Board approved a resolution setting future regular Board meetings 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.

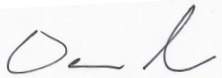
Since 2023, all meetings have continued to be held in person monthly.

Present Situation

It is recommended the Board of Directors of the San Joaquin Area Flood Control Agency accept and approve the resolution for the 2026 Regular Board Meeting Schedule.

Prepared By: Leanne Randall

Approved By:



Darren Suen
Executive Director

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

2026

SJAFCA's Board Meeting Schedule

- January 22, 2026
- February 12, 2026
- March 12, 2026
- April 9, 2026
- May 14, 2026
- June 11, 2026
- July 9, 2026
- August 13, 2026
- September 10, 2026
- October 8, 2026
- November 12, 2026

**RESOLUTION NO. SJAFCA 25-14
SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**

SJAFCA REGULAR BOARD MEETING SCHEDULE FOR 2026

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

Regular Board meetings for 2026 are scheduled to be held at 555 E. Weber Ave, Stockton, CA, San Joaquin Council of Governments, (unless specified as different) at 2pm, on the following dates:

- | | | |
|---------------------|-------------------|----------------------|
| • January 22, 2026 | • May 14, 2026 | • September 10, 2026 |
| • February 12, 2026 | • June 11, 2026 | • October 8, 2026 |
| • March 12, 2026 | • July 9, 2026 | • November 12, 2026 |
| • April 9, 2026 | • August 13, 2026 | |

PASSED, APPROVED AND ADOPTED this 13th day of November 2025.

Paul Canepa, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

Darren Suen, Executive Director
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:

Scott L. Shapiro, Legal Counsel
For the San Joaquin Area
Flood Control Agency

Agenda Item 4.3

November 13, 2025

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Darren Suen, Executive Director

SUBJECT: **STANDARD POLICY FOR ADJUSTMENTS TO PRE-QUALIFIED LIST AND MASTER SERVICES AGREEMENT**

RECOMMENDATION

Recommend that the Board of Directors of the San Joaquin Area Flood Control Agency (SJAFCFA) adopt a standard policy for maintaining continuity of qualified consultants when a listed firm is acquired by another company.

DISCUSSION

Background

SJAFCFA currently maintains a Qualified Consultant List that identifies consultants and firms that have demonstrated their qualifications, experience, and capacity to provide professional services to the agency. Consultants are added to the list based on a competitive or qualifications-based review process that ensures fairness, transparency, and alignment with agency standards.

As the business environment evolves, consultants on the Qualified Consultant List may undergo ownership or staff changes, mergers, or acquisitions. Such transitions can impact qualifications, staffing, capacity, and legal responsibility. Without a clear policy, these changes may create ambiguity about whether the newly formed or acquired entity remains eligible to perform work under the Qualified Consultant List.

Present Situation

This policy establishes procedures for maintaining continuity and integrity of the Qualified Consultant List when a listed consultant experiences an acquisition, merger, name change, or restructuring. Key staff who work directly for SJAFCFA may also change firms or become independent contractors. The goal is to:

- Ensure that only qualified and vetted firms remain eligible for work under the Qualified Consultant List.
- Maintain transparency and fairness in consultant selection.
- Minimize service disruptions and administrative uncertainty.
- Protect the agency from risk due to changes in corporate structure, ownership, staffing, or capability

STANDARD POLICY FOR ADJUSTMENTS TO PRE-QUALIFIED LIST AND MASTER SERVICES AGREEMENT (Page 2)

A consultant's qualification status on the Qualified Consultant List is **not automatically transferable** to another entity through acquisition, merger, staff transition or reorganization. However, continuity may be maintained if the successor or new firm demonstrates that it continues to meet the same qualifications, staffing, and capabilities under which the original firm was approved.

FINANCIAL SUMMARY

This policy has no financial impact since the annual not to exceed amount of the contracts will not change.

Prepared By: Kalani Adams

Approved:



Darren Suen
Executive Director

DS:KA:lr

Attachment 1: Standard Policy



STANDARD POLICY

Adjustment to Pre-Qualified List and Master Services Agreement

To: Board of Directors

Effective Date: November 13, 2025

Developed by: Kalani Adams, Accounting Technician

Approved by: Darren Suen, Executive Director

Purpose: To establish a policy for maintaining continuity on the current list of qualified consultants when a listed firm is acquired by another company.

If a company currently on the SJAFCA Prequalified Consultant list is acquired by another firm or an individual or individuals previously doing quality work for SJAFCA change to a firm not already on the qualifies list, the acquiring or new company may retain the acquired or previous company's place on the qualified consultant list, subject to one or more of the conditions outlined below.

Policy:

1. **Continuity of Key Personnel:**
A substantial number of key personnel identified in the original RFQ response must remain employed under the acquiring company.
2. **Scope of Services:**
The acquiring or new company must demonstrate that it continues to offer the same or substantially similar scope of services and meets or exceeds the qualifications provided in the acquired firms Statements of Qualifications.
3. **Good Standing:**
The acquired or previous company must have been in good standing at the time of acquisition, with no unresolved performance issues or contractual violations.
4. **Notification Requirement:**
The acquiring company must notify the [Agency/Department Name] in writing within 30 days of the acquisition, providing:
 - A summary of the transaction,
 - Identification of retained key personnel,
 - An updated organizational chart, and
 - Any changes to insurance, licensure, or contact information.
5. **Approval:**
Final determination of continued eligibility will be at the sole discretion of the SJAFCA Executive Director, based on review of the submitted documentation and, if necessary, an interview or additional qualification review. Executive Director may establish a review board as needed.
6. **Agreement:**
The acquiring or new firm must accept the terms and conditions of the Consultant Services Agreement or Master Services Agreement previously accepted by the acquired firm.



7. **Duration:**

Grandfathered status will apply for the remainder of the original qualification period, after which the acquiring or new company must reapply through the next RFQ cycle to remain on the list.

Agenda Item 4.4

November 13, 2025

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Darren Suen, Executive Director

SUBJECT: **PARTICIPATION IN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (SDRMA) PROPERTY/LIABILITY AND WORKERS' COMPENSATION PROGRAMS**

RECOMMENDATION

SJAFCA staff recommend that the Board approve the attached resolution (Attachment 1) authorizing the Executive Director to execute a Joint Exercise of Powers Agreement to join the Special District Risk Management Authority (SDRMA), a joint power authority through which SJAFCA can secure insurance and take any other necessary actions to participate in SDRMA's Property/Liability and Workers' Compensation Insurance Programs.

DISCUSSION

Background

As the Smith Canal Gate Project nears completion and SJAFCA assumes full ownership responsibilities for the facility, it is necessary for the Agency to obtain property insurance coverage. SJAFCA's current insurance programs, procured through brokerage firm F.J. Dietrich & Co., do not include property coverage.

In evaluating options, staff identified the Special District Risk Management Authority (SDRMA) as a viable alternative. SDRMA is itself a joint powers authority, established to provide comprehensive insurance programs tailored to the unique needs of California special districts.

SDRMA's package of programs offer a full suite of coverages—including workers' compensation, general liability, public officials' errors and omissions, employment practices liability, automobile, property, boiler and machinery, mobile equipment, and crime and fidelity—without the need to procure separate policies from multiple carriers. Participation would allow SJAFCA to consolidate its coverage needs under a single provider, including property insurance for the Smith Canal Gate facility.

SJAFCA's current policies include the following lines and limits offered through various carriers:

Insurance Line	Carrier	Limit (Per Occurrence / Aggregate)
Public Officials Errors & Omissions	Cochrane & Company	\$5 Million / \$5 Million
General Liability	Travelers	\$1 Million / \$2 Million
Automobile	Mercury	\$1 Million / \$1 Million
Worker's Compensation	Employers	\$1 Million / \$1 Million
Smith Canal Gate Property	SDRMA	\$20 Million / \$1.25 Billion (quote)

Most notably, SJAFCA currently does not have property insurance as prior to the construction of the Smith Canal Gate project, it owned no facilities needing coverage.

PARTICIPATION IN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (SDRMA) PROPERTY/LIABILITY AND WORKERS' COMPENSATION PROGRAMS

Present Situation

Staff worked with SDRMA to obtain coverage estimates for Property/Liability Program and Worker's Compensation Programs. These programs provide broader coverage with higher limits than SJAFCA's existing policies with multiple carriers. The following summarizes the coverages quoted by SDRMA for SJAFCA:

Insurance Line	Limit
Property (\$20 Million Insured Value)	\$1.25 Billion
Flood	\$10,000,000
Pollution	\$2,000,000
General Liability	\$10,000,000
Employment Benefits & Practices	\$10,000,000
Public Officials Errors & Omissions / Crime	\$10,000,000
Automobile Liability	\$10,000,000
Automobile Physical Damage	\$100,000 (Per Item)
Workers Compensation (Employer's Liability)	\$5,000,000

The specific deductibles and additional details are presented in the attached quote (Attachment 2) received from SDRMA. Insurance through SDRMA would be written on a fiscal year basis. The total annual premium quoted for Fiscal Year 2025–26 is **\$155,915.61**. If approved by the Board, Staff anticipates binding coverage effective January 1, 2026, with premiums prorated for the remainder of the fiscal year. For comparison, SJAFCA's current annual insurance cost is around \$55,000 plus adding the Smith Canal Gate would be **\$127,447.85**. Current policies do not include Smith Canal property coverage at this time as it was covered by the contractor during construction. SDRMA's package program also includes additional coverages not available under SJAFCA's current policies—such as Umbrella coverage or Public Officials' Personal Liability, which protects appointed and elected officials from certain claims arising outside the course and scope of their official duties.

To be eligible to participate in SDRMA's insurance programs, SJAFCA, must:

- 1) Become a member of SDRMA by executing SDRMA's Joint Exercise of Powers Agreement (Attachment 3); and,
- 2) Be a member of the California Special District Association (CSDA). Note, SJAFCA is already a member of CSDA.

Membership requires a minimum initial three-year commitment.

Staff recommends that the Board approve the attached Resolution which, in summary:

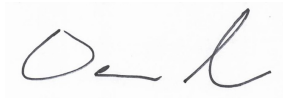
- Approves the form of Joint Exercise of Powers Agreement and authorizes the Executive Director's execution;
- Approves participation for three years in SDRMA's insurance program;
- Authorizes staff to take all other necessary actions needed to move forward with binding coverage.

**PARTICIPATION IN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (SDRMA)
PROPERTY/LIABILITY AND WORKERS' COMPENSATION PROGRAMS**

FINANCIAL SUMMARY

The annual premium for Fiscal Year 2025-26 \$155,915.61. This amount would be prorated for the year dependent upon when SJAFCA binds coverage. Staff anticipate an effective coverage date of January 1, 2026.

Prepared By: Sylvia Razniak



Approved:
Darren Suen
Executive Director

DS:SR:lr

Attachment 1: A resolution of the Board of Directors of San Joaquin Area Flood Control Agency approving the form of and authorizing the execution of a Sixth Amended Joint Powers Agreement and authorizing participation in the Special District Risk Management Authority's property/liability and worker's compensation programs

Attachment 2: SDRMA Quote

Attachment 3: Form of the Sixth Amended Joint Powers Agreement of the Special District Risk Management Authority

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF SAN JOAQUIN AREA FLOOD CONTROL
AGENCY APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A SIXTH AMENDED
JOINT POWERS AGREEMENT AND AUTHORIZING PARTICIPATION IN THE SPECIAL DISTRICT RISK
MANAGEMENT AUTHORITY'S PROPERTY/LIABILITY PROGRAM**

WHEREAS, San Joaquin Area Flood Control Agency, a special district duly organized and existing under and by virtue of the laws of the State of California (the "Agency"), has determined that it is in the best interest and to the advantage of the Agency to participate for at least three full years in the Property/Liability Program offered by the Special District Risk Management Authority (the "Authority"); and

WHEREAS, California Government Code Section 6500 *et seq.*, provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, Special District Risk Management Authority was formed in 1986 in accordance with the provisions of California Government Code 6500 *et seq.*, for the purpose of providing its members with risk financing and risk management programs; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus lines broker, or any combination of these; and

WHEREAS, participation in Special District Risk Management Authority programs requires the Agency to execute and enter into a Sixth Amended Joint Powers Agreement (the "Amended JPA Agreement"); which states the purpose and powers of the Authority; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Agency is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AGENCY AS FOLLOWS:

Section 1. Findings. The Agency Board of Directors hereby specifically finds and determines that the actions authorized hereby relate to the public affairs of the Agency.

Section 2. Sixth Amended JPA Agreement. The Amended JPA Agreement proposed to be executed and entered into by and between the Agency and members of the Special District Risk Management Authority, in the form presented at this meeting and on file with the Agency Secretary, is hereby approved. The Agency Board and/or Authorized Officers ("The Authorized Officers") are hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver to the Authority the Amended JPA Agreement in substantially said form, with such changes therein as such officers may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. Program Participation. The Agency Board of Directors approves participating for three full program years in Special District Risk Management Authority Property and Liability Program.

Section 4. Other Actions. The Authorized Officers of the Agency are each hereby authorized and directed to execute and deliver any and all documents which is necessary in order to consummate the transactions authorized hereby and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 5. Effective Date. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this ____ day of _____, 20____ by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Name

Title

Agency Secretary



1112 I Street, Suite 300
Sacramento, CA 95814-2865
O 916-231-4141 • 800-537-7790
Fax 916-231-4111

Maximizing Protection. Minimizing Risk.

August 29, 2025

Sylvia Razniak
Director of Finance & HR
San Joaquin Area Flood Control Agency
2800 W. March Ln. #200
Stockton, CA 95219

Dear Sylvia Razniak,

Thank you for the opportunity to provide San Joaquin Area Flood Control Agency with this 2025-26 Property/Liability and Workers' Compensation Program quotation. Established in 1986, the Special District Risk Management Authority has a proven reputation for competitive rates, actuarially based fiscal management, and sound underwriting practices. Our goal is to serve as an extension of your agency's staff and provide the best value through proactive loss prevention, effective claims cost containment and enhanced member services. Our partnerships with California Special District Association (CSDA), the CSDA Finance Corporation, and the Special District Leadership Foundation provide our members access to valuable services, resources, education and training opportunities.

Valid for sixty (60) days from the date of this letter, the following quotation represents twelve (12) months of coverage and is subject to verification and final underwriting review. Coverage bound mid-year will be prorated based on effective dates. San Joaquin Area Flood Control Agency's quotation is as follows:

PROPERTY/LIABILITY PROGRAM QUOTATION

Coverage Limits: \$10 Million - July 1, 2025 through June 30, 2026*	\$149,488.87
Includes a 5% Multi-Program Discount, based on net package contribution**	

WORKERS' COMPENSATION PROGRAM MULTI-PROGRAM DISCOUNT

Coverage: July 1, 2025 through June 30, 2026*	\$6,426.75
Total Estimated Payroll: \$1,150,000	
Includes a 5% Multi-Program Discount, based on an experience modification of 100%**	

**Please refer to the attached list for detailed coverage limits and deductibles.*

***Must participate in both programs in order to receive discount. If only one quotation is accepted, the discount will be removed.*



Please review the following requirements and conditions:

- Adoption of a Resolution by the Agency Board of Directors approving the form and authorizing the Execution of the Sixth Amended Joint Powers Agreement and agreeing to membership in the SDRMA Property/Liability and Workers' Compensation Program for an initial 3-program year commitment.
- Execution and delivery of the Sixth Amended Joint Powers Agreement of the Special District Risk Management Authority.
- Completion of the Alliant Crime Policy application.
- The Adoption of the Resolution and Approval of the State Application for a Certificate to Self-Insure by the Agency.
- The Completion of the State Application for a Certificate to Self-Insure by the Agency.
- Approval by SDRMA's Board of Directors of Agency's membership in the Property/Liability and Workers' Compensation Program.
- Initial three-program year member enrollment required. Upon meeting the initial three-program year commitment, a member may withdraw by submitting a 90-day (April 1) intent to withdraw letter before the annual renewal.
- Maintaining annual Membership in California Special Districts Association is required and separate from this quotation.
- Special District Risk Management Authority's Credit Incentive Program (CIP) awards up to 15% off the annual contribution for completion of approved risk management and training programs. Members can reduce future contributions each year by earning CIP points or not experiencing any paid claims.

Upon receipt of all membership documents, SDRMA will issue the policy and forward pro-rated invoices for the annualized Property/Liability and Workers' Compensation Program contributions.

We look forward to San Joaquin Area Flood Control Agency's participation in the SDRMA Property/Liability and Workers' Compensation Program. Should you have any questions, or if we can provide any additional information, please do not hesitate to contact us at 800.537.7790. All necessary membership documents will be sent to you upon notification of your agency's decision to proceed with membership in the program.

Sincerely,
Special District Risk Management Authority

Debbie Yokota, CPCU - Interim Chief Executive Officer

Special District Risk Management Authority
Proposed Lines of Coverage for Program Year 2025-26



Line of Coverage	Item Count	Total Insured Value (TIV)	Deductible	Limit
Property	1	\$20,000,000.00		
Property			\$1,000	\$1,250,000,000
Boiler & Machinery			\$1,000	\$200,000,000
Flood (excluding A and V)			\$500,000	\$10,000,000
Flood (A and V)			\$500,000	\$10,000,000
Pollution			\$250,000	\$2,000,000
Catastrophic Loss			\$500,000	\$1,250,000,000
General Liability				
Bodily Injury			\$0	\$10,000,000
Property Damage			\$500	\$10,000,000
Public Officials Personal			\$500	\$500,000
Employment Benefits			\$0	\$10,000,000
Employee/Public Officials E & O			\$0	\$10,000,000
Employment Practices Liability			\$0	\$10,000,000
Employee/Public Officials Dishonesty (Crime)			\$2,500	\$1,000,000
Auto Liability (includes non-owned auto)	1	\$42,000.00		
Auto Bodily Injury			\$0	\$10,000,000
Auto Property Damage			\$1,000	\$10,000,000
Non-Owned Auto Bodily Injury			\$0	\$10,000,000
Non-Owned Auto Property Damage			\$1,000	\$10,000,000
Uninsured Motorist			\$0	\$1,000,000
Auto Physical Damage	1	\$42,000.00		
Auto PD - Comp			Per Item	\$100,000
Auto PD - Collision			Per Item	\$100,000
High Dollar Vehicles			Per Item	\$1,250,000,000
Workers' Compensation	2			
Employers Liability			\$0	\$5,000,000
Workers' Compensation			\$0	Statutory

* Special Deductibles/Limits

Workers' Compensation Program Proposal
Program Year 2025-26



San Joaquin Area Flood Control Agency

2800 W. March Ln. #200
Stockton California, 95219

Proposal Date: 08/25/2025
Proposal Number: 202526-2
Anticipated Bind Date: Unknown

Class Code	Classification Description	Reported Payroll	Manual Rate per \$100	Annual Contribution
8742-M	8742-M - Salespersons-Outside	\$450,000	\$0.57	\$2,565.00
8810	Clerical/Office Employees	\$700,000	\$0.60	\$4,200.00
Totals		\$1,150,000		\$6,765.00

** Indicates per capita rate class code

Total Estimated Annual Contribution Based on Manual Rates	\$6,765.00
Contribution as Adjusted by the Experience Modification Factor of 100.00%	6,765.00
Less: 5% Multi-Program Discount	-338.25
Net Estimated Annual Contribution Amount	\$6,426.75
Total Estimated Annual Contribution Amount	\$6,426.75

**SIXTH AMENDED
JOINT POWERS AGREEMENT**

RELATING TO THE

SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

Adopted August 1, 1986
1st Amended February 5, 1988
2nd Amended March 31, 1990
3rd Amended July 1, 1993
4th Amended February 9, 1998
5th Amended and Restated
- Approved March 24, 2003
- Effective July 1, 2003
6th Amended October 2, 2007

JOINT POWERS AGREEMENT - TABLE OF CONTENTS

Article 1. Definitions	2
Article 2. Purposes	3
Article 3. Parties to Agreement.....	4
Article 4. Term of Agreement.....	4
Article 5. Creation of Authority.....	4
Article 6. Powers of Authority.....	4
Article 7. Board of Directors	6
Article 8. Compliance with the Brown Act	6
Article 9. Powers of the Board of Directors	6
Article 10. Officers of the Authority.....	8
Article 11. Provision for Bylaws	8
Article 12. [Reserved].....	8
Article 13. Coverage Programs.....	9
Article 14. Implementation of the Programs.....	9
Article 15. Accounts And Records	9
Article 16. Services Provided by the Authority	10
Article 17. Responsibilities of Members	10
Article 18. New Members.....	11
Article 19. Withdrawal.....	11
Article 20. Involuntary Termination.....	12
Article 21. Effect of Withdrawal or Involuntary Termination.....	13
Article 22. Termination and Distribution; Assignment	13
Article 23. Enforcement.....	14
Article 24. Nonliability of Directors, Officers and Employees	14
Article 25. Provisions Relating to CSDA	14
Article 26. Notices	15
Article 27. Amendment.....	15
Article 28. Prohibition Against Assignment.....	15
Article 29. Agreement Complete	15
Article 30. Counterparts.....	15
Article 31. California Law	15
Article 32. Severability	15
Article 33. Effective Date	15

**SIXTH AMENDED JOINT POWERS AGREEMENT
RELATING TO THE
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY**

THIS SIXTH AMENDED JOINT POWERS AGREEMENT (the “Agreement”) is made and entered into by and among the public agencies (the “Members”) organized and existing under the laws of the State of California, which are signatories to this Agreement.

RECITALS

WHEREAS, California Government Code Section 6500 *et seq.* (the “Act”) provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, California Labor Code Section 3700(c) permits pooling by public agencies of self insurance for Workers’ Compensation liability; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, the parties to this Agreement desire to join together for the purposes set forth in Article 2 hereof, including establishing pools for self-insured losses and purchasing Excess or Re-Insurance and administrative services in connection with joint protection programs (the “Programs”) for members of the California Special Districts Association (“CSDA”); and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so; and

WHEREAS, the Members have previously executed that certain Fifth Amended and Restated Joint Powers Agreement (the “Original JPA”), which Original JPA the Members desire to amend and restate by this Agreement; provided that such amendment and restatement shall not affect the existence of the Authority; and

WHEREAS, CSDA exists to assist and promote special districts, and has been responsible for the original creation of the Special District Risk Management Authority (“Authority”) and Special District Workers Compensation Authority (“SDWCA”), and determined the consolidation of SDWCA and the Authority on July 1, 2003 was in the best interests of special districts and other public agencies throughout the State.

NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

Article 1. Definitions. The following definitions shall apply to the provisions of this agreement:

“Act” means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, as amended or supplemented.

“Alliance Executive Council” means the council organized pursuant to the MOU.

“Assessment” means an additional amount, in addition to the Member’s or Former Member’s original contribution, which the Board of Directors determines in accordance herewith and/or with the Bylaws that a Member or Former Member owes on account of its participation in a Program for a given Program year.

“Authority” shall mean the Special District Risk Management Authority created by the original version of this Agreement.

“Board of Directors” or “Board” shall mean the governing body of the Authority.

“Bylaws” means the Bylaws of the Authority adopted by the Board of Directors, as they may be amended from time to time.

“Chief Executive Officer” shall mean that employee of the Authority who is so appointed by the Board of Directors.

“Claim” shall mean a demand made by or against a Member or Former Member which is or may be covered by one of the Programs approved by the Board of Directors.

“Contribution” means the amount determined by the Board of Directors to be the appropriate sum which a Member should pay at the commencement of or during the Program Year in exchange for the benefits provided by the Program.

“Coverage Documents” shall mean the Declarations, Memorandum of Coverages, Coverage Agreements, Endorsements, Policies of Insurance or any other documents that provide the terms, conditions, limits and exclusions of coverage afforded by a Program.

“CSDA” means the California Special Districts Association.

“District” shall mean a special district, public agency or public entity within the State of California which is both a Member of the CSDA and a signatory to this Agreement.

“Duly Constituted Board Meeting” shall mean any Board of Directors meeting noticed and held in the required manner and at which a Quorum was determined to be present at the beginning of the meeting.

“Estimated Contribution” means the amount which the Board of Directors estimates will be the appropriate contribution for a Member’s participation in a Program for a Program Year.

“Excess or Re-Insurance” shall mean that insurance which may be purchased on behalf of the Authority and/or the Members to protect the funds of the Members or Former Members against catastrophic losses or an unusual frequency of losses during a single year in excess of the self-insurance retention maintained by the Authority.

“Fiscal Year” shall mean that period of twelve months which is established as the fiscal year of the Authority.

“Former Member” shall mean a District which was a signatory to the Agreement but which has withdrawn from, or been involuntarily terminated from participating in, the Authority.

“Joint Protection Program” means a Program offered by the Authority, separate and distinct from other Programs, wherein Members will jointly pool their losses and claims, jointly purchase Excess or Re-Insurance and administrative and other services, including claims adjusting, data processing, risk management consulting, loss prevention, legal and related services.

“Member” shall mean a signatory to this Agreement, which is qualified as a Member under the provisions of this Agreement and the Bylaws.

“MOU” means the Memorandum of Understanding - Alliance Executive Council, dated as of September 20, 2001, among the Authority, CSDA, the CSDA Finance Corporation and SDWCA.

“Program” or “Programs” means the specific type of protection plan as set forth in the terms, conditions and exclusions of the Coverage Documents for self-insured losses, and the purchasing of Excess or Re-Insurance and administrative services.

“Program Year” shall mean a period of time, usually 12 months, determined by the Board of Directors, in which a Program is in effect.

“Retained Earnings,” as used herein, shall mean an equity account reflecting the accumulated earnings of a Joint Protection Program.

“SDWCA” means the Special Districts Workers Compensation Authority, and its successors or assigns.

Article 2. Purposes. This Agreement is entered into by the Members pursuant to the provisions of California Government Code section 990, 990.4, 990.8 and 6500 *et seq.* in order to provide, subject to the provisions of the Coverage Documents, economical public liability and workers’ compensation coverage, or coverage for other risks which the Board of Directors may determine.

Additional purposes are to reduce the amount and frequency of losses, and to decrease the cost incurred by Members in the handling and litigation of claims. These purposes shall be

accomplished through the exercise of the powers of such Members jointly in the creation of a separate entity, the Special District Risk Management Authority (the “Authority”), to establish and administer Programs as set forth herein and in the Bylaws.

It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion, at a subsequent date, and subject to approval by the Board of Directors, of such additional Members organized and existing under the laws of the State of California as may desire to become parties to the Agreement and Members of the Authority.

Article 3. Parties to Agreement. Each party to this Agreement certifies that it intends to and does contract with all other parties who are signatories to this Agreement and, in addition, with such other parties as may later be added as parties to and signatories of this Agreement pursuant to Article 18. Each party to this Agreement also certifies that the withdrawal from or cancellation of membership by any Member, pursuant to Articles 19 and 20 or otherwise, shall not affect this Agreement nor such party’s intent, as described above, to contract with the other remaining parties to the Agreement.

Article 4. Term of Agreement. This Agreement shall become effective as to existing Members of the Authority as set forth in Article 33 hereof. This Agreement shall continue thereafter until terminated as hereinafter provided. This Agreement shall become effective as to each new Member upon: (i) approval of its membership by the Board of Directors, (ii) the execution of this Agreement by the Member, and (iii) upon payment by the Member of its initial Contribution for a Program. Any subsequent amendments to the Agreement shall be in accordance with Article 27 of this Agreement.

Article 5. Creation of Authority. Pursuant to the Act, there is hereby created a public entity separate and apart from the parties hereto, to be known as the Special District Risk Management Authority. Pursuant to Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority, including but not limited to, debts, liabilities and obligations of any of the Programs shall not constitute debts, liabilities or obligations of any party to this Agreement or to any Member or Former Member.

The Authority is not an insurer, and the coverage programs offered by the Authority do not provide insurance, but instead provide for pooled joint protection programs among the members of the Authority. The Joint Protection Programs offered by the Authority constitute negotiated agreements among the Members which are to be interpreted according to the principles of contract law, giving full effect to the intent of the Members, acting through the Board of Directors in establishing the Programs.

Article 6. Powers of Authority. (a) The Authority shall have all of the powers common to Members and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

- (1) to make and enter into contracts, including the power to accept the assignment of contracts or other obligations which relate to the purposes of the Authority, or which were entered into by a Member or Former

Member prior to joining the Authority, and to make claims, acquire assets and incur liabilities;

- (2) to accept an assignment from SDWCA of all its assets, obligations and liabilities prior to the dissolution of SDWCA (including claims and contracts in existence prior to such dissolution) in order to benefit the Members or Former Members participating in the SDWCA workers compensation program; provided, that except for the fair and equitable allocation of administrative and overhead expenses, funds from such assignment shall not be co-mingled and shall be separately accounted for as provided for in this Agreement and the Bylaws.
- (3) to incur debts, liabilities, or other obligations, including those which are not debts, liabilities or obligations of the Members or Former Members, or any of them;
- (4) to charge and collect Contributions and Assessments from Members or Former Members for participation in Programs;
- (5) to receive grants and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
- (6) to acquire, hold, lease or dispose of property, contributions and donations of property and other forms of assistance from persons, firms, corporations and governmental entities
- (7) to acquire, hold or dispose of funds, services, donations and other forms of assistance from persons, firms, corporations and governmental entities;
- (8) to employ agents and employees, and/or to contract for such services;
- (9) to incur debts, liabilities or other obligations to finance the Programs and any other powers available to the Authority under Article 2 or Article 4 of the Act;
- (10) to enter into agreements for the creation of separate public entities and agencies pursuant to the Act;
- (11) to sue and be sued in its own name;
- (12) to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement (including the provision of all other appropriate ancillary coverages for the benefit of the Members or Former Members), or otherwise authorized by law or the Act; and
- (13) to exercise all powers and perform all acts as otherwise provided for in the Bylaws.

(b) Said powers shall be exercised pursuant to the terms hereof, in the manner provided by law and in accordance with Section 6509 of the Act. The foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the Member or Former Member designated in the Bylaws.

Article 7. Board of Directors. Subject to the limitations of this Agreement and the laws of the State of California, the powers of this Authority shall be vested in and exercised by, and its property controlled and its affairs conducted by, the Board of the Authority, which is hereby established and designated as the agency to administer this Agreement pursuant to Section 6506 of the Act. The powers of the Authority shall be exercised through the Board of Directors, who may, from time to time, adopt and modify Bylaws and other rules and regulations for that purpose and for the conduct of its meetings as it may deem proper. The officers of the Board shall be as set forth in the Bylaws.

So long as the MOU has not been terminated or the Authority has not withdrawn from the MOU, the Board of Directors shall be composed of seven (7) directors elected by the Member entities who have executed the current operative Agreement and are participating in a Joint Protection Program. The terms of directors, procedures for election of directors, procedures for meetings and provisions for reimbursement of Director expenses shall be as set forth in the Bylaws. Each Member of the Board of Directors shall have one vote. Each Member of the Board shall serve as set forth in the Bylaws.

So long as the Authority is a participant in the MOU, the Board of Directors of the Authority shall appoint three (3) members of its board to serve as members of the Alliance Executive Council. No member of the Board of Directors of the Authority shall serve as a director on any other board of directors of an entity or organization that is a signatory to the MOU during the term of the MOU. In the event a director is elected to such a board, that director shall immediately resign from the Board of Directors of the Authority.

In the event SDRMA withdraws from the MOU, the Board of Directors of the Authority shall consist of those seven (7) Directors who hold seats on the Authority's Board of Directors at the time of the withdrawal and who were duly appointed by the Board, or elected or re-elected by the Member entities of SDRMA plus the additional directors appointed by CSDA as provided in Article 25.

Article 8. Compliance with the Brown Act. All meetings of the Board, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code Section 54950 *et seq.*

Article 9. Powers of the Board of Directors. The Board of Directors shall have such powers and functions as provided for pursuant to this Agreement and the Bylaws and such additional powers as necessary or appropriate to fulfill the purposes of this Agreement and the Bylaws, including, but not limited to, the following:

- (a) to determine details of and select the Program or Programs to be offered, from time to time, by the Authority;

- (b) to determine and select all insurance, including Excess or Re-insurance, necessary to carry out the programs of the Authority;
- (c) to contract for, develop or provide through its own employees various services for the Authority;
- (d) to prepare or cause to be prepared the operating budget of the Authority for each fiscal year;
- (e) to receive and act upon reports of committees and from the Chief Executive Officer;
- (f) to appoint staff, including a Chief Executive Officer, and employ such persons as the Board of Directors deems necessary for the administration of this Authority;
- (g) to direct, subject to the terms and conditions of the Coverage Documents, the payment, adjustment, and defense of all claims involving a Member during their period of membership in and coverage under a Program;
- (h) to fix and collect Contributions and Assessments for participation in the Programs;
- (i) to expend funds of the Authority for the purpose of carrying out the provisions of the Agreement and the Bylaws as they now exist or may be hereafter amended;
- (j) to purchase excess insurance, liability insurance, stop loss insurance, officers and directors liability insurance, and such other insurance as the Authority may deem necessary or proper to protect the Program, employees of the Authority and employees of the Members;
- (k) to defend, pay, compromise, adjust and settle all claims as provided for in the Coverage Documents;
- (l) to obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds for the Authority;
- (m) to establish policies and procedures for the operation of the Authority and the Programs;
- (n) to engage, retain, and discharge agents, representatives, firms, or other organizations as the Board of Directors deems necessary for the administration of the Authority;
- (o) to enter into any and all contracts or agreements necessary or appropriate to carry out the purposes and functions of the Authority;

- (p) to acquire, hold, lease, manage and dispose of, as provided by law, any and all property necessary or appropriate to carry out the purposes and functions of the Authority;
- (q) to transact any other business which is within the powers of the Board of Directors;
- (r) to invest funds on hand in a manner authorized by law, the Agreement and the Bylaws;
- (s) to provide financial administration, claims management services, legal representations, safety engineering, actuarial services, and other services necessary or proper to carry out the purposes of the Authority either through its own employees or contracts with one or more third parties;
- (t) to exercise general supervisory and policy control over the Chief Executive Officer;
- (u) to establish committees and sub-committees as it deems necessary to best serve the interests of the Authority; and
- (v) to have such other powers and functions as are provided for pursuant to the Act, this Agreement or necessary or appropriate to fulfill the purpose of this Agreement and the Bylaws.

Article 10. Officers of the Authority. The officers of the Authority shall be as set forth in the Bylaws. The Board may elect or authorize the appointment of such other officers than those described in the Bylaws as the business of the Authority may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board, from time to time, may authorize or determine.

Any officer may be removed, either with or without cause, by a majority of the directors of the Board at any regular or special meeting of the Board. Should a vacancy occur in any office as a result of death, resignation, removal, disqualification or any other cause, the Board may delegate the powers and duties of such office to any officers or to any Members of the Board until such time as a successor for said office has been appointed.

Article 11. Provision for Bylaws. The Board shall promulgate Bylaws to govern the day-to-day operations of the Authority. The Board may amend the Bylaws from time to time as it deems necessary, and as provided in the Bylaws. Each Member shall receive a copy of any Bylaws and agrees to be bound by and to comply with all of the terms and conditions of the Bylaws as they exist or as they may be modified. The Bylaws shall be consistent with the terms of this Agreement. In the event any provision of the bylaws conflicts with a provision of this Agreement, the provision contained in this Agreement shall control.

Article 12. [Reserved].

Article 13. Coverage Programs.

(a) The Authority shall maintain such types and levels of coverage for Programs as determined by the Board of Directors. Such coverage may provide for binding arbitration before an independent arbitration panel of any disputes concerning coverage between the Authority and a Member.

(b) The coverage afforded under one or more Programs may include protection for general liability, auto liability, property, boiler and machinery, public officials errors and omissions, employment practices, employee benefits liability coverage, employee dishonesty coverage, public officials personal liability coverage and workers' compensation, as well as coverage for other risks which the Board of Directors may determine to be advisable. More than one type of coverage may be afforded under a single Program.

(c) The Board of Directors may arrange for group policies to be issued for Members, their board members and employees interested in obtaining additional coverage, at an appropriate additional cost to those participating Members.

(d) The Board of Directors may arrange for the purchase of Excess or Re-Insurance. The Authority shall not be liable to any Member or to any other person or organization if such excess or reinsurance policies are terminated, canceled or non-renewed without prior notice to one or more Members, or if there is a reduction in the type of coverage afforded under a program by reason of any change in coverage in a succeeding excess or reinsurance policy, even if such reduction occurs without prior notice to one or more Members.

Article 14. Implementation of the Programs. The Board of Directors shall establish the coverage afforded by each Program, the amount of Contributions and Assessments, the precise cost allocation plans and formulas, provide for the handling of claims, and specify the amounts and types of Excess or Re-Insurance to be procured. The Contributions and Assessments for each Program shall be determined by the Board of Directors as set forth herein, in the Bylaws or in the operating policies established for a Program.

Article 15. Accounts And Records.

(a) **Annual Budget.** The Authority shall, pursuant to the Bylaws, annually adopt an operating budget, including budgets for each Joint Protection Program.

(b) **Funds and Accounts.** The Authority shall establish and maintain such funds and accounts as required by the Board of Directors and as required by generally accepted accounting principles, including separate funds and accounts for each Program, including Joint Protection Programs. Books and records of the Authority shall be open to any inspection at all reasonable times by authorized representatives of Members, or as otherwise required by law.

(c) **Investments.** Subject to the applicable provisions of any indenture or resolution providing for the investment of moneys held thereunder, the Authority shall have the power to invest any money in the treasury that is not required for the immediate necessities of the Authority, as the Board determines is advisable, in the same manner as local agencies pursuant to

California Government Code Sections 53601 *et seq.* (as such provisions may be amended or supplemented).

(d) **No Commingling.** The funds, reserves and accounts of each Program shall not be commingled and shall be accounted for separately; provided, however, that administration and overhead expenses of the Authority not related to a specific Program or Programs may be fairly and equitably allocated among Programs as determined by the Board of Directors. Investments and cash accounts may be combined for administrative convenience, but a separate accounting shall be made for balances of individual funds and Program revenues and expenses.

(e) **Annual Audit.** The Board shall provide for a certified, annual audit of the accounts and records of the Authority, in the manner set forth in the Bylaws.

Article 16. Services Provided by the Authority. The Authority may provide, at the sole discretion of the Board of Directors, the following services in connection with this Agreement:

(a) to provide or procure coverage, including but not limited to self-insurance funds and commercial insurance, as well as excess coverage, re-insurance and umbrella insurance, by negotiation or bid, and purchase;

(b) to assist Members in obtaining insurance coverage for risks not included within the coverage of the Authority;

(c) to assist risk managers with the implementation of risk management functions as it relates to risks covered by the Programs in which the Member participates;

(d) to provide loss prevention and safety consulting services to Members;

(e) to provide claims adjusting and subrogation services for Claims covered by the Programs;

(f) to provide loss analysis and control by the use of statistical analysis, data processing, and record and file keeping services, in order to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;

(g) to review Member contracts to determine sufficiency of indemnity and insurance provisions when requested;

(h) to conduct risk management audits relating to the participation of Members in the Programs; and

(i) to provide such other services as deemed appropriate by the Board of Directors.

Article 17. Responsibilities of Members. Members or Former Members shall have the following responsibilities, which shall survive the withdrawal from, or involuntary termination of participation in, this Agreement:

(a) Each Member shall designate a person to be responsible for the risk management function within that Member and to serve as a liaison between the Member and the Authority as to risk management.

(b) Each Member shall maintain an active safety officer and/or committee, and shall consider all recommendations of the Authority concerning unsafe practices and/or hazard mitigation.

(c) Each Member shall maintain its own set of records, including a loss log, in all categories of risk covered by each Program in which it participates to insure accuracy of the Authority's loss reporting system, unless it is no longer deemed necessary by the Board of Directors.

(d) Each Member shall pay its Contribution, and any adjustments thereto, and any Assessments within the specified period set forth in the invoice, or as otherwise may be set forth herein or in the Bylaws. After withdrawal or termination, each Former Member or its successor shall pay promptly to the Authority its share of any additional Contribution, adjustments or Assessments, if any, as required of it by the Board of Directors under Article 21 or 22 of this Agreement or the Bylaws.

(e) Each Member or Former Member shall provide the Authority with such other information or assistance as may be necessary for the Authority to carry out the Programs under this Agreement in which the Member or Former Member participates or has participated.

(f) Each Member or Former Member shall in any and all ways cooperate with and assist the Authority and any insurer of the Authority, in all matters relating to this Agreement and covered claims.

(g) Each Member or Former Member will comply with all Bylaws, rules and regulations adopted by the Board of Directors.

(h) Each Member shall remain a member in good standing of CSDA.

Article 18. New Members. The Authority shall allow entry into its Programs of new Members only upon approval of the Board, with any conditions or limitations as the Board deems appropriate. In order to become a Member and remain a Member, any District must be a member in good standing of CSDA, shall participate in at least one (1) Joint Protection Program and shall be authorized to exercise the common powers set forth in this Agreement.

Article 19. Withdrawal.

(A) Any Member may voluntarily withdraw from this Agreement only at the end of any applicable Program Year and only if:

- (i) The Member has been a signatory to this Agreement for not less than three (3) full Program Years as of the date of the proposed withdrawal;

- (ii) The Member submits a written withdrawal notification in accordance with the Bylaws;
 - (iii) In order to withdraw from the agreement the member must have completed the three (3) full program year participation requirement for each Joint Protection Program the member participated in at the time of withdrawal.
- (B) Any Member may voluntarily withdraw from any particular Joint Protection Program; and
- (i) It has participated in such Joint Protection Program for at least three (3) full Program Years;
 - (ii) it is a participant in another Joint Protection Program; and
 - (iii) the Member submits a written withdrawal notification in accordance with the Bylaws.
- (C) In the event that the three year participation requirement as required by (A)(i) or (B)(i) as to any such Joint Protection Program above has not been met, for each Program the withdrawing Member participated in at the time of its withdrawal, for less than three years such withdrawing member shall be obligated to pay all Contributions and Assessments as if that Member had remained in each such Program for the full three years from the inception of its membership in the Authority.
- (D) In the event that the notice is not provided as required by (A)(ii) or (B)(iii) above, any such withdrawing Member shall, with respect to each Program the Member participated in, be obligated to pay any and all Contributions and Assessments for the next full Program Year.
- (E) A Member may withdraw from any Program (other than a Joint Protection Program) as provided by the Coverage Documents relating to such Program.
- (F) Withdrawal of one or more Members shall not serve to terminate this Agreement.
- (G) A Member may not withdraw as a party to this Agreement until it has withdrawn, as provided in the Bylaws from all of the Programs of the Authority.

Article 20. Involuntary Termination.

- (a) Notwithstanding the provisions of Article 19, the Authority shall have the right to involuntarily terminate any Member's participation in any Program, or terminate membership in the Authority, as provided in the Bylaws.
- (b) Notwithstanding any other provisions of this Agreement, the participation of any Member of the Authority, including participation in any of the Authority's Programs, may be involuntarily terminated at the discretion of the Board of Directors whenever such Member is dissolved, consolidated, merged or annexed. A reasonable time shall be afforded, in the

discretion of the Board of Directors, to place coverage elsewhere. Any such involuntary termination shall not relieve the Member or Former Member of its responsibilities as provided for in Articles 17 or 21.

Article 21. Effect of Withdrawal or Involuntary Termination. The withdrawal from or involuntary termination of any Member from this Agreement shall not terminate this Agreement, and such Member, by withdrawing or being involuntarily terminated, shall not be entitled to payment, return or refund of any Contribution, Assessment, consideration, or other property paid, or donated by the Member to the Authority, or to any return of any loss reserve contribution, or to any distribution of assets (except payment of any Retained Earnings, as set forth in the following paragraph).

The withdrawal from or involuntary termination of any Member after the effective date of any Program shall not terminate its responsibility to pay its unpaid Contribution adjustments, or Assessments to such Program. The Board of Directors shall determine the final amount due from the Member or Former Member by way of contribution or assessments, if any, or any credit due on account thereof, to the Member or Former Member for the period of its participation. Such determination shall not be made by the Board of Directors until all Claims, or other unpaid liabilities, have been finally resolved. In connection with this determination, the Board of Directors may exercise similar powers to those provided for in Article 22(b) of this Agreement, or as otherwise set forth in the Bylaws. Upon such withdrawal from or cancellation of participation in any Program by any Member, said Member shall be entitled to receive its pro rata share of any Retained Earnings declared by the Board of Directors after the date of said Member withdraws or is involuntarily terminated.

Article 22. Termination and Distribution; Assignment.

(a) This Agreement may be terminated any time with the written consent of two-thirds of the voting Members; provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of net assets and all other functions necessary to wind up the affairs of the Authority.

(b) The Board of Directors is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority. These powers shall include the power to require Members or Former Members, including those which were signatory hereto at the time the subject Claims arose or was/were incurred, to pay any Assessment in accordance with loss allocation formulas for final disposition of all Claims and losses covered by this Agreement or the Bylaws. A Member or Former Member's Assessment shall be determined as set forth in the Bylaws or the applicable Coverage Documents.

(c) Upon termination of a Program, all net assets of such Program other than Retained Earnings shall be distributed only among the Members that are participating in such Program at the time of termination, in accordance with and proportionate to their cash payments (including Contributions, adjustments, Assessments and other property at market value when received) made during the term of this Agreement for such Program. The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending Claim or loss covered by such Program, or as otherwise set forth in the Bylaws.

(d) Upon termination of this Agreement all net assets of the Authority, other than of any Program distributed pursuant to (c) above, shall be distributed only among the Members in good standing at the time of such termination in accordance with and proportionate to their cash contributions and property at market value when received. The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending Claim or loss covered by this Agreement, or as otherwise set forth in the Bylaws.

(e) In the event the Board of Directors is no longer able to assemble a quorum, the Chief Executive Officer shall exercise all powers and authority under this Article. The decision of the Board of Directors or Chief Executive Officer under this Article shall be final.

(f) In lieu of terminating this Agreement, the Board, with the written consent of two-thirds of the voting Members, may elect to assign and transfer all of the Authority's rights, assets, liabilities and obligations to a successor joint powers authority created under the Act.

Article 23. Enforcement. The Authority is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce the terms of this Agreement, the Bylaws and/or any policies and/or procedures of the Board of Directors and the nondefaulting party(s) should employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party(s) herein contained, the defaulting party agrees that it will on demand therefore pay to the nondefaulting party(s) the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party(s).

Article 24. Nonliability of Directors, Officers and Employees. The Board of Directors, and the officers and employees of the Authority, including former directors, officers and employees, shall not be liable to the Authority, to any Member or Former Member, or to any other person, for actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or omitted by any employee or independent contractor; for loss incurred through the investment or failure to invest funds; or for loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such director, officer or employee. No director, officer or employee, including former directors, officers and employees, shall be liable for any action taken or omitted by any other director, officer or employee. The Authority shall defend and shall indemnify and hold harmless its directors, officers and employees, including former directors, officers and employees, from any and all claims, demands, causes of action, and damages arising out of their performance of their duties as such directors, officers or employees of the Authority except in the event of fraud, gross negligence, corruption, malice or intentional misconduct, and the funds of the Authority shall be used for such purpose. The Authority may purchase conventional insurance to protect the Authority, and its participating Members or Former Members, against any such acts or omissions by its directors, officers and employees, including former directors, officers and employees.

Article 25. Provisions Relating to CSDA. It is agreed and understood the mandatory membership in CSDA provision in Article 18 is in consideration of CSDA's exclusive endorsement of SDRMA's programs as they exist or may be modified. CSDA and the Authority

may from time to time exchange services or enter into separate service agreements pursuant to Section 6505 of the Act, including, but not limited to, services relating to educational programs, marketing, web-site graphics and conferences.

So long as the Authority is a participant in the MOU, the Board of the Authority shall appoint three members of the Board to serve as members of the Alliance Executive Council. In the event the MOU has been terminated or the Authority has withdrawn from the MOU, the composition of the Authority Board of Directors shall be increased by two (2) additional directors to be appointed by CSDA. CSDA appointees shall be a director serving on the CSDA Board of Directors and said director(s) shall be a member of an agency who is a signatory to the current SDRMA Joint Powers Agreement.

CSDA shall be a third party beneficiary to Sections 18, 25, 27 of this Agreement.

Article 26. Notices. Notices to Members or Former Members hereunder shall be sufficient if delivered to the principal office of the respective Member or Former Member.

Article 27. Amendment. This Agreement may be amended at any time by a two-thirds vote of the Members; provided, that any amendment to Article 18, Article 25, or Article 27 shall require the prior written consent of CSDA. The Bylaws may be amended as provided therein. Upon the effective date of any validly approved amendment to this Agreement, such amendment shall be binding on all Members.

Article 28. Prohibition Against Assignment. No person or organization shall be entitled to assert the rights, either direct or derivative, of any Member or Former Member under any coverage agreement or memorandum. No Member or Former Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member or Former Member shall have any right, claim or title or any part, share, interest, fund, contribution or asset of the Authority.

Article 29. Agreement Complete. The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein. This Agreement supersedes and replaces the Fifth Amended Joint Powers Amendment.

Article 30. Counterparts. This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

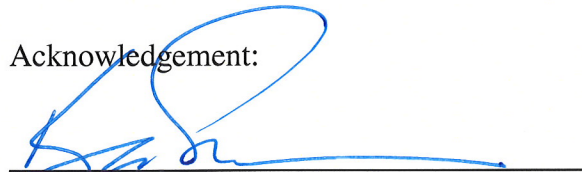
Article 31. California Law. This Agreement shall be governed by the laws of the State of California.

Article 32. Severability. Should any part, term or provisions of this Agreement be determined by any court of component jurisdiction to be illegal or in conflict with any law of the State of California or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Article 33. Effective Date. This Agreement shall become effective as to existing Members of the Authority on the date on which the last of two-thirds of such Members have executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have first executed this Agreement by authorized officials thereof on the date indicated below:

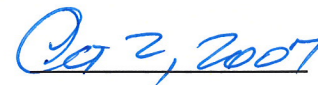
Acknowledgement:



Ken Sonksen, President

Board of Directors

SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY



Date

I hereby certify this Amended Joint Powers Agreement has also received the required approval of not less than two-thirds of the Member entities then parties to the Fifth Amended Joint Powers Agreement.



James W. Towns, Chief Executive Officer

SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY



Date

EXECUTION BY MEMBER

The Amended and Restated Joint Powers Agreement of the Special District Risk Management Authority, has been approved by the Board of Directors of the Member listed below, on the date shown, and said Member agrees to be subject to all of the terms and conditions set forth in said Agreement.

Entity Name: _____

By: _____ President

By: _____ Clerk

Date: _____

EXECUTION BY AUTHORITY

The Special District Risk Management Authority (the "Authority"), operating and functioning pursuant to this Sixth Amended Joint Powers Agreement, hereby accepts the entity named above as a participating member in the Authority, subject to all of the terms and conditions set forth in this Sixth Amended Joint Powers Agreement and in the Bylaws, effective as of

_____.

SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

By: _____
SDRMA Board President

Date: _____

Agenda Item 5.1

November 13, 2025

TO: San Joaquin Area Flood Control Agency Board of Directors
FROM: Darren Suen, Executive Director
SUBJECT: **INTERIM OPERATIONS AGREEMENT WITH THE SAN JOAQUIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR THE SMITH CANAL GATE PROJECT IMPROVEMENTS**

RECOMMENDATION

Recommend that the Board of Directors of the San Joaquin Area Flood Control Agency adopt a resolution authorizing the Executive Director to execute an Interim Operations Agreement with the San Joaquin County Flood Control and Water Conservation District for the Interim Operations of the Smith Canal Gate Project.

DISCUSSION

Background

The San Joaquin Area Flood Control Agency (SJAFCFA) has substantially completed improvements to the Smith Canal Gate Project. These improvements include a 50-foot-wide steel miter gate structure, featuring double doors supported by a reinforced concrete substructure and a steel pipe pile foundation positioned within the alignment of a cellular sheet pile floodwall. These improvements enabled the affected area to be removed from the Federal Emergency Management Agency (FEMA) 100-year floodplain, and will soon allow property owners to stop paying mandatory flood insurance and FEMA-related building restrictions.

The San Joaquin County Flood Control and Water Conservation District (District) manages the operation and maintenance (O&M) of the existing levee improvements associated with SJAFCFA's Flood Protection Restoration Project (FPRP), completed in 1998. To discuss a proposed agreement for the operations and maintenance of the Smith Canal Gate Project improvements, SJAFCFA contacted the District.

On July 30, 2015, SJAFCFA signed a Memorandum of Understanding (MOU) with the District to operate and maintain the Smith Canal Gate Project (Attachment 1). Since the final project improvements are not yet complete, SJAFCFA and the District agreed to enter into an Interim Agreement for the gate's operations.

Present Situation

SJAFCFA, in coordination with District staff, has finalized the Interim Operations Plan for the Smith Canal Gate Project (Attachment 2). In summary, the Plan outlines the team members responsible for managing various operations and describes how these tasks will be carried out. The team comprises SJAFCFA staff, SJAFCFA consultants, and district crew members. The gate's actuation operations include monitoring and forecasting,

INTERIM OPERATIONS AGREEMENT WITH THE SAN JOAQUIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR THE SMITH CANAL GATE PROJECT IMPROVEMENTS

Page (2)

deciding the timing of the gate's actuation, notifying affected agencies and the public, and performing the actual gate operations.

Additionally, SJAFCA and the District have finalized the Interim Operations Agreement (Attachment 3), which was also reviewed and approved by the parties' legal counsels.

The Agency has conducted training sessions for the County and other related entities to ensure that everyone involved in operating the gate structure and related tasks understands the entire process. Additionally, the Agency anticipates completing the remaining project work by March 2026. Consequently, the parties plan to enter into a permanent Operations and Maintenance Agreement to replace the Interim Operations Agreement.

Since the District's operation of the gate is essential for the operation and maintenance of the Smith Canal Gate Project, it is recommended that the Board authorize the Executive Director to execute the Interim Operations Agreement with the District for the project's interim operations.

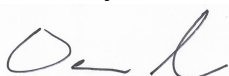
FINANCIAL SUMMARY

On July 10, 2013, the Board approved SJAFCA Resolution No. 13-13, which authorized the assessment levy to fund the operation and maintenance of the Smith Canal Gate Project. Currently, funding will be provided by the Levee Construction and Maintenance Assessment (LCMA) District. This district replaced the Smith Canal Gate Assessment on June 15, 2023, as the properties benefiting from the project are now included within the LCMA District.

CEQA

The recommended action does not constitute a project under CEQA Guidelines Section 15378 and is, therefore, not subject to CEQA since it does not have the potential to result in a physical change in the environment.

Prepared By: Juan Neira



Approved:
Darren Suen
Executive Director

DS:JN:lr

Attachments:

1. Memorandum of Understanding with the SJCFWCWD
2. Interim Operations Plan for the Smith Canal Gate Project
3. Interim Operations Agreement



August 2015

Memorandum of Understanding for the Operation and Maintenance of this Project

Memorandum of Understanding
Between
San Joaquin Area Flood Control Agency
And
San Joaquin County Flood Control and Water Conservation District
Regarding
Operation and Maintenance of the Smith Canal Project

Effective this 30 day of July, 2015, the San Joaquin Area Flood Control Agency (SJAFCA) and the San Joaquin County Flood Control and Water Conservation District (District) enter into this Memorandum of Understanding (MOU) in light of the following:

WHEREAS, on April 14, 1998, SJAFCA and the District executed an Operation Maintenance Agreement whereby SJAFCA agreed to fund the operation and maintenance (O&M) of certain facilities and the District agreed to perform that O&M (O&M Agreement);

WHEREAS, SJAFCA is pursuing a project to address the flood risk from, and lack of certified levees associated with, the Smith Canal (Smith Canal Project);

WHEREAS, SJAFCA has held a successful election to raise money for the Smith Canal Project including funding for O&M, the Smith Canal Project is currently subject to a draft Environmental Impact Report, and the State Department of Water Resources has expressed an interest in funding the project;

WHEREAS, SJAFCA has developed a Smith Canal Gate O&M Overview document, which is attached hereto as Exhibit A, and which provides an overview of the O&M that will need to be provided to ensure proper operation of the Smith Canal Project; and

WHEREAS, the parties desire to express their intent, if the Smith Canal Project is funded, approved and constructed, to ensure that the project is included within the scope of the O&M Agreement to ensure proper and complete O&M of the project.

Now, Therefore, in consideration of the mutual promises herein contained, the parties do hereby promise as follows:

1. At least 12 months prior to the completion of the Smith Canal Project, SJAFCA shall propose to the District an amendment to the O&M Agreement which incorporates into the O&M Agreement: (a) any facilities that have been approved for construction and which require O&M, and (b) any revised terms appropriate in light of the additional facilities to be operated and maintained.
2. The Parties agree to work in good faith to negotiate and execute an amendment to the O&M Agreement to ensure that the facilities of the Smith Canal Project are properly operated and maintained.

SAN JOAQUIN AREA FLOOD
CONTROL AGENCY

Roger Churchill
Deputy Executive Director
By: *James B. Giottonini*
For JAMES B. GIOTTONINI
Executive Director

SAN JOAQUIN COUNTY FLOOD
CONTROL & WATER CONSERVATION
DISTRICT

By: *Mike Selling*
MIKE SELLING
Deputy Director of Public Works

1

Approved as to Form
J. MARK MYLES
County Counsel
By: *J. Mark Myles*
Deputy County Counsel



August 2015

Exhibit A Smith Canal Gate O&M Overview

The Smith Canal gate project will isolate Smith Canal from the San Joaquin River during high water events. The project includes two components:

- Creation of a levee along Dad's Point
- Installation of a closure gate and floodwall across the opening for Smith Canal from Dad's Point to the Stockton Golf and Country Club

The discussion below presents a narrative of the proposed O&M procedures for the Smith Canal Gate facilities.

Dad's Point Levee

The levee along Dad's Point will be operated and maintained per standard USACE procedures.

Closure Gate and Floodwall

Gate Operation

The 50 ft wide miter gate will remain open most of the time to allow for recreation, navigation, and tidal movement. In addition to the miter gate, there are 6 culverts through the dual sheet pile wall, isolated by slide gates, which will also remain open most of the time to allow for tidal movement and improve local water quality. These gates will be closed only as needed for flood control purposes, testing, inspection, and maintenance. For flood control purposes between November 1 and April 30, the gates will be closed only during high flow events forecasted to approach or exceed the design operating water surface elevation (8.0 feet NAVD88). The gates will be operated as needed during these times to prevent high flows from entering Smith Canal. If a high flow event were anticipated, the gates will be closed during the low tide prior to the forecasted high tide and remain closed until the water on both sides of the miter gate is equalized.

Between 1983 and 2013, the number of gate closures that would have occurred would have ranged from 0 to 19 times per year, with no closures occurring in 23 of those years.

Each year, prior to November 1, SJAFCA will obtain tide prediction tables to determine the timing of peak tides. These high tides will be used to develop an "alert" table to help plan activities during the flood season. In addition, because rainfall and runoff affect water surface elevation, the daily stage predictions generated by DWR will be monitored. This information will help determine when the miter gate and culvert slide gates will be closed for flood control purposes.

Equipment Testing

The miter gate structure and the culvert slide gates will be tested at least once each month. During this testing, (1) the miter gate will be closed and then reopened, and (2) the slide gates on the culverts through the fixed wall would be closed and opened at the same time as the miter gate.

Inspection and Maintenance

Routine inspection and maintenance of the gate structure and associated equipment will be conducted on a monthly basis to ensure that flood risk-reduction will be provided by the operation of the gate structure and culvert slide gates. This inspection and maintenance will be conducted on each gate's abutment seals, motors, hinges, and panels.



August 2015

Maintenance of the dual sheet pile structure corrosion protection system will take place every 2 years. The fill material in the fixed wall dual sheet pile structures will be inspected annually, and additional fill material would be added as required.

Graffiti removal from the gate structure and the dual sheet pile floodwall will be performed as needed. Debris and weed removal east of the gate structure and dual sheet pile floodwall will also be performed as needed.

Levees

The levee along Dad's Point will be operated and maintained per standard USACE procedures.

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EXHIBIT A

INTERIM OPERATIONS PLAN FOR THE SMITH CANAL GATE PROJECT

Interim Operations Plan for the Smith Canal Gate Project

General Information

The Smith Canal Gate is designed to protect one of Stockton's interior communities during high-flow events. Under normal conditions, the gate remains open but will be closed during high Delta stage events when forecasts predict water surface elevations will exceed 8.0 feet. The gate will be closed at the lowest tide before the anticipated high tide.

While an elevation of 8.0 feet is the identified trigger event for gate closure, it is essential to understand that the flood gate is ultimately designed to protect against a 100-year flood stage (9.4 feet) and higher. The trigger event elevation is intentionally 1.4 lower than the critical threshold to allow for reaction time to both monitor forecasts and operate the gate in advance of achieving the critical threshold.

The interim operations for the gate will be managed by a team consisting of SJAFCA staff, SJAFCA consultants, and a crew from the San Joaquin County Flood Control and Water Conservation District (SJFCWCD). See **Appendix A** for a contact list. The responsibilities for operating the gate are outlined as follows:

1. MONITORING AND FORECASTING
 - a. SJAFCA consultant, R&F Engineering, will monitor selected weather and stream gauge forecasting stations.
2. DETERMINATION TO CLOSE OR OPEN THE GATE
 - a. SJAFCA staff will decide when to close and open the gate based on data from the forecasting stations.
 - b. SJAFCA staff will coordinate with city officials to close the boat launch at Dad's Point.
3. GATE CLOSURE NOTIFICATION TO THE PUBLIC AND AGENCIES
 - a. SJAFCA consultant Kim Floyd Communications, in collaboration with the City of Stockton and San Joaquin County Public Works staff, will disseminate necessary information about the gate closure.
4. GATE CLOSURE OPERATIONS
 - a. The SJAFCA consultant, KSN Inc., will coordinate with the SJFCWCD's O&M crew to open and close the gate.
5. INTERIM OPERATIONS CONTINUING TRAINING
 - a. The Agency will provide three additional training sessions on gate operations and any new equipment required for the O&M activities. The Agency will invite City representatives from related departments that will benefit from this training (Public Works, MUD, Fire, PIO, etc.).
6. Please refer to the sections below for more detailed information on the procedures related to these items.

List of Appendices:

- A. Contact List
- B. Forecasting Stations
- C. Closure Protocol Sequence Based on Gauge Projections
- D. Closing and Reopening Sample Protocol
- D1. Closing and Reopening Sample Written Protocol
- E. Vicinity Map
- E1. Site Map
- E2. Site Map Detail - PG&E Meter Panel & AT&T Connection
- E3. Site Map Detail - Dad's Point Access Gate
- E4. Site Map Detail - South Floodwall Access Gate
- E5. Site Map Detail - South Floodwall Light Switch
- E6. Site Map Detail - South Gate Leaf
- E7. Site Map Detail - North Gate Leaf
- E8. Site Map Detail - North Floodwall Light Switch
- E9. Site Map Detail - North Floodwall Access Gate
- E10. Site Map Detail - Golf Course Gate Off Virginia Lane
- F. Opening and Closing Record
- G. Gate Control Equipment - Site Layout
- H. Jet Spray
- I. Latch Actuator and Disconnect
- J. Miter Gate Actuator and Disconnect
- K. Siren and Strobe
- L. Gate Control Panel Elevation
- M. Gate Control Panel Cabinet 3 - Control Stand
- N. Smith Canal Gate Interim Maintenance Schedule

Article I. Monitoring Weather and Stream Gauge Data

Section 1.01 Weather and Flood Monitoring

- **Forecast Services:** Regularly check local and regional weather forecasts and tidal predictions using reliable platforms (e.g., National Oceanic and Atmospheric Administration (NOAA), local hydrological stations), and the County OES.
- **Alerts:** Enable flood alerts and notifications from the National Weather Service (NWS) and local agencies.

The SJAFCA representative will monitor gauge stations in the vicinity of Smith Canal Gate as follows (see **Appendix B** for the geographical location of the gauge stations):

- Venice Island (5-day forecasting gauge):
 - <https://www.cnrfc.noaa.gov/graphicalRVF.php?id=VNCC1>
- Rough and Ready Island (tidal forecast & real-time gage):
 - <https://cdec.water.ca.gov/reportapp/javareports?name=TIDES>

- San Joaquin River at Vernalis (5-day forecasting gage):
 - https://cdec.water.ca.gov/dynamicapp/staMeta?station_id=VNS
- Stockton Airport wind forecasts:
 - <https://forecast.weather.gov/MapClick.php?lat=37.88972&lon=-121.22361>

Section 1.02 Stream Gauge Data

- Under normal circumstances, these gauges are monitored twice daily, seven days a week. However, monitoring will be increased to four times daily if the forecast predicts water surface elevation levels (WSELs) of 7.5 feet or higher.
- SJAFCA staff will utilize the 5-day WSEL forecasts to determine when to close the gate. This decision will be based on whether the forecasted elevation is expected to reach or exceed 8 feet.
 - Notifications of the potential gate closure will be sent out 5 days in advance to the parties stated under Item 4.0.1. This notification will trigger the required actions as previously agreed with these Agencies.
 - Confirmation of the gate closure will be provided 2 days before the predicted event. - This is necessary because the initial forecasts are adjusted daily based on new data from these stations and gauges.
 - Actual closure of the gate (as directed by the Agency) will occur at low tide, before the forecasted high tide or event, typically between 5 and 8 hours before the predicted tide.

A sample sequence of events for triggering the closure protocol is provided in **Appendix C**.

Article II. Gate Operation – High Water and Tidal Events

Section 2.01 High Delta Stage Events (100-Year and Greater)

- **Operation Window:** The gate will close only during high Delta stage events forecasted to exceed the design water surface elevation 8.0 year-round. This includes king tides that could potentially occur in the dry season.
- **Tidal Influence:** Even during significant events (25-year, 30-year, and 50-year stages), tidal influences will cause two high and two low stages daily.
- **Closure Timing:** The gate will close at the lowest tide before a forecasted high Delta stage.
- **Reopening Condition:** The gate will reopen once interior drainage pumping increases the water level in the Smith Canal to approach the Delta level on the outgoing tide, equalizing the water surface elevation, as stated in Section 2.03.

A sample sequence of events for closing and reopening the gate is provided in **Appendix D**. A written description of the sequence of events for closing and reopening the gate is provided in **Appendix D-1**.

Section 2.02 Emergency Procedures for Levee Breaches and Unforeseen Events Needing Immediate Response

- **Immediate Response:** Upon notification of an imminent or existing levee breach, the gate will close as soon as possible without pre-planned notifications. Any levee breach notification received from any source/party will be shared with the parties stated under item 4.0.1. Dissemination of this information will initiate the necessary steps to close the gate as soon as possible.

NOTE – After the closure of the gate in emergency or unforeseen events, consider the requirement to open the gate on outgoing tide to maintain operations/design criteria for the differential head on the gate. Example – the head on the Smith Canal Side of the Gate shall not be higher than that of the San Joaquin River Side.

This is a flood control gate and not an environmental protection gate.

- **Examples of Unforeseen events can be defined as:**
 - **Seismic Event**
 - **Water Contamination Spill**
 - **Broken sewer line or another environmental hazard event**

Section 2.03 Opening/Closing Criteria

- **Default Position:** The miter gate will generally remain open, allowing tides to flow in and out of the Smith Canal.
- **Closing Condition:** The gate will close at low tide when the Delta stage is forecasted to exceed 8.0 ft NAVD88, 1.5 feet below the 200-year stage of 9.5 ft. Until DWR adds a forecasting station at Rough and Ready Island, both the California-Nevada River Forecast Center (CNRFC) and the California Data Exchange Center (CDEC) tidal forecasts should be monitored per Section 1.02.
- **Opening Criteria:** The gate will open when the water level in Smith Canal is equal to and balanced with the water level in the Delta. **Note: The gate should be operated under these balanced head conditions prior to accumulating more than three inches of reverse head with the gate closed.**

Article III. Gate Operations Mobilization Requirements

- **San Joaquin County Flood Control and Water Conservation District (SJCFWCWD) Personnel:** Minimum four (4) operators must make up two (2) separate crews.
- **Meeting Location/Crew Location** -(See attached vicinity map **Appendix E**): For Gate 1, the crew will mobilize to the Dad's Point side of the structure. For Gate 2, the crew will mobilize to the northern side of the structure using the Stockton Golf and Country Club access road. Crews will mobilize with all identified operational equipment.
- **Equipment:**

- Flashlights for night work.
- Harnesses and lanyards for tie-off when reaching or working outside the safety rail on each gate structure's concrete wall.
- 3/8" drive battery-powered drill motor equipped with 7/8" socket and extensions.
- Two-way radios for communication between the two crews.
- Hand Cranks.
- **Safety:**
 - When dispatching to the Gate 1 site, be cautious of parkgoers using Dad's Point to access the flood wall south of the gate.
 - While dispatching to the Gate 2 site, be cautious of golfers using the golf course and take care in the field of play while accessing the flood wall north of the gate.
 - Review the surroundings of the flood wall (muster area) for people, boats, and other outside influences that may impact gate opening/closure or the timing of gate opening/closure.

Article IV. Gate Closure

Section 4.01 Gate Closure Notifications

If the forecasted water surface elevation (WSE) and/or conditions change before the impending gate closure, the SJAFCA representative, in coordination with City and County Staff, will notify the relevant agencies to inform them about the changes.

Once a decision is made, the following agencies will be notified: See Attachment A

- San Joaquin County OES
- SJFCWCD
- San Joaquin County Sheriff's Boating Unit (notification to sheriff deputies).
- City of Stockton Fire, Police, Public Works, Municipal Utilities, and Community Development Departments
 - Closing of Boat launch – signs/barricades
- Stockton Golf and Country Club
 - North access road to the gate
- State Department of Boating and Waterways

The general public will be notified through:

- SJAFCA website
- City's website
 - Emergency alerts
 - Push notifications to boat owners
 - Stockton Sailing Association

- SMS text message to Smith Canal waterfront property owners and those signed up to receive SMS text message alerts
- SMS text message alerts opt-in info will be provided at the boat ramp
- NextDoor notifications
- OES notifications for the Agency -*TBD*

Section 4.02 Gate Closure Procedure

- Consider the tide cycle timing for forecasted gate closure. The preferred time to close the gate would be on a slack tide prior to the forecasted closure. Slack tide allows for operating within the miter gate design tolerances.
- Once the gate closure has been decided, SJAFCA staff, SJAFCA representatives, and SJFCWCD will assemble their respective crews and meet at the south floodwall for a briefing on safety, inspection, and coordination.
- Identify the record keeper and begin logging information on the activity record. See attached Gate Closing / Opening Record **Appendix F**
- Crews shall develop plans for assigned activities at the direction of the SJAFCA representative.
- SJFCWCD crew shall gather materials and tools in anticipation of the gate closure procedure.
- The crew of the SJFCWCD, consisting of at least four (4) operators, shall inspect the south gate operators, latch bars, receivers, actuators, and surrounding equipment for foreign debris or damage. The crew shall also remove any debris as needed to ensure unimpeded gate actuation and schedule repairs for any damage to the equipment or gate access.
- Following the inspection of Gate 1, Crew 1 shall stay at the south gate.
- SJFCWCD crew 2 shall be dispatched to the Stockton Golf and Country Club to access Gate 2.
- SJFCWCD crew 2 shall inspect the south gate operators, latch bars, receivers, actuators, and surrounding equipment for foreign debris or damage. The crew shall also remove any debris as needed to ensure unimpeded gate actuation and schedule repairs for any damage to the equipment or gate access.
- Attention: To ensure proper seal upon gate closure, Gate No. 1 must be fully closed before Gate No. 2 is fully closed. This applies to both manual and automated closure procedures.
- Attention: The gates shall be manually operated from the fully open position to 1 foot off of the wall following the procedure outlined in Section 4.04. Then, each gate can be manually operated until 1 foot from the fully mitered position, following the procedure outlined in Section 4.03. Finally, the gates can be manually operated to the fully mitered position. Operators should be aware of the corbel located at the bottom of the gate slab (see Figure 1 below). Care should be taken to align the gates with the markings indicated on top of the gate walls and gate leaves (see Figures 2 & 3, below).



Figure 1. Miter Gate Corbel



Figure 2. Markings on Gate Walls



Figure 3. Markings on Gate Leaves, Miter Point

Section 4.03 Steps for Automated Gate Operation (Closure)

See **Appendix G** for Gate Control Equipment – Site Layout

1. Visually inspect the actuators, limit switches, control cabinet, control stand, and accessories to verify that the equipment appears to be in serviceable condition.
 2. Check for foreign items, such as tools and rags, left on any of the equipment.
 3. Check for loose or broken brackets and parts.
 4. Check for leaks in general throughout.
 5. Check all conduits for visual damage.
 6. Activate the jet spray system to fluidize and dislodge accumulated silts and light debris from the gate sill and recess areas for five minutes via the hand-off auto switch on the jet spray system control panel. Once activated, review the pressure in the accumulation tank. Pressure should be around 60 PSI. If not 60 PSI, there could be issues with electrical phase rotation (pumps running backward) or possibly plugged intake screens.
- If utility power is not available, proceed to step 7. Otherwise, proceed to step 18.
 7. Verify that the portable back-up generator appears to be in serviceable condition.
 8. The MTS is in the far-left cabinet of the electrical panel line up (See Figure 4).
 9. Set manual transfer switch to the (OFF) position. The off position is midway between the normal and emergency source.
 10. Connect appropriate colored conductors between the generator and the exterior of the manual transfer switch control panel. The connections at the manual transfer switch control panel and generator match those of the corresponding conductors, which are also color coordinated. Insert and twist to engage the cam lock connections of each conductor between the generator and the manual transfer switch.



Figure 4. MTS located in Cabinet 1

11. Start the generator engine.
12. The generator engine will go up to full operational speed automatically.
13. Check for oil pressure immediately after the engine starts. If the recommended pressure is not evident in 10 seconds, shut the engine down.
14. Continue monitoring the generator engine temperature and pressure until normal conditions are achieved.
15. Confirm adequate voltage provided by the generator. The generator is sized to provide the necessary 480 volts at 3-phase.
16. Once the generator is running and making the appropriate voltage, switch the manual transfer switch to the emergency source by operating the switch handle in the down direction until its spring/friction locks into place.
17. Confirm 3-phase rotation is being sent to the transfer switch. There are two methods for checking 3-phase rotation.
 1. Turn both jet spray system pumps to the hand position. If phased correctly, the jet spray system will generate approximately 60 PSI of water pressure after approximately one minute of operation. If phased incorrectly, the three-phase motors will run backward and not produce over 30 PSI.

2. Most importantly, when operating the electric latch actuators or the gate leaf actuators, if phased incorrectly, the motors will run backward and not in the direction of desired travel. (When operating the gate leaves (open or closed), it is important to watch the direction of travel when the actuator switch is switched to the close or open position. If phased incorrectly, the gate leaf actuator may be subject to an over-torque situation.

18. Gate Closure Procedure.

1. The gate closure and opening procedure is a combination of manual/hand crank operation to move the miter gate leaf away from the full open or full closed position. By doing so, the distance to hand crank is approximately 1'-0" of travel and allows enough distance to understand proper / desired gate travel when electrically operated.
2. Should the gate travel in the incorrect direction, turn the gate leaf switch to the off position immediately, or an over-torque condition could cause damage to the actuator and actuator supports.

Jet Spray System – Appendix H

19. To ensure reliable operation of the miter gate system, the jet spray system is activated as a pre-operational procedure to fluidize and dislodge accumulated silts and light debris from the gate sill and recess areas.
20. Prior to miter gate movement, the jet spray system shall be engaged for a period of five minutes (minimum) via hand-off auto switch on the jet spray system control panel to direct high-velocity water flow along the base and recesses of the gate structure.

Latch Actuator No. 01 & 02 Appendix I

21. At the electrical panels, use the control stand (Control Cabinet No. 5) to operate the latches locally.
22. Check that the two-position cylinder lock is in the "LOCAL" control power position and the corresponding "LOCAL OPERATION" white indicator light is illuminated (**Appendix M, Item 1**).
23. Turn both Latch 1 and Latch 2 selector switches to the unlock "UL" position (**Appendix M, Item 3**). Confirm proper travel (phased correctly, no reversed action)
24. Both latches will begin to unlock until the corresponding fully unlocked limit switch stops each latch in the unlocked position. The latches will not actuate unless the gates are in the fully opened position.
25. Observe the movement of each latch during the unlocking operation. If the fully unlocked limit switch fails to stop the corresponding latch in the fully unlocked

position and attempts to over-travel, turn the corresponding latch selector switch to the “OFF” position (**Appendix M, Item 3**).

26. If either latch fails to move and the corresponding gate is indicated as being fully open, the corresponding latch may need to be bypassed and/or manually actuated. Refer to **Appendix M, Items 7 and 8**.
27. Check that both Latch 1 and Latch 2 amber “UNLOCKED” indicator lights are illuminated (**Appendix M, Item 2**). Turn both Latch 1 and Latch 2 selector switches to the “OFF” position (**Appendix M, Item 2**).
28. Prior to the gate “CLOSE” operation, turn the Siren and Strobe selector switches to the “ON” position to provide an audible and visual alarm that the gates will begin closing (**Appendix M, Item 9**).

Gate Actuator No. 01 – Appendix J – Dads Point

29. Prior to the gate “CLOSE” operation, turn the Siren and Strobe selector switches to the “ON” position (**Appendix K**) to provide an audible and visual alarm that the gates will begin closing. The duration of operation of the siren and strobe is at the operator's preference, considering boat traffic and alerting other operators of gate closure initiation.
30. Disengage the actuator brake handle adjacent to the hand wheel operator and motor drive shaft.
31. With the socket safely attached to the desired extension and drill, place the socket over the motor drive shaft accessible from the respective concrete monolith wall. Confirm the direction of drill rotation with the desired opening direction of the gate.
32. Continuously operate the gate actuator with the drill until the corresponding gate leaf is approximately 1’-0” away from the parked position in the pocket of the concrete monolith wall.
33. Turn Gate 1 and selector switch to the “CLOSE” position (**Appendix M, Item 5**). Note direction of travel. Should the gate travel in the incorrect direction, turn the gate leaf switch to the off position immediately, or an over-torque condition could cause damage to the actuator and actuator supports.
 1. Incorrect gate travel would indicate incorrect phase rotation of the power source. Correct phase rotation of the power source.
34. Turn Gate 1 selector switch to the off position when gate leaf is approximately 1’-0” away from the corbel seal. Refer to Figures 1 and 2 (above) for a picture of the corbel and closure markings on top of the wall and the corresponding gate leaf.
 1. The markings on top of the wall at the respective gate hinges, when lined up, indicate the fully closed position. Turn Gate 1 selector switch to the “OFF” position prior to alignment markings.

2. Over-travel at this time may result in actuator over-torque due to hitting the corbel seal and deadheading.
3. **NOTE: The external limit switches for each gate leaf in both the open and close sequence are set to turn off respective actuator power when gate leaf is approximately 1'-0" from full closed or open position. This is a backup mode of operation to reduce the likelihood of over-torque of the respective actuator.**
35. Initiate manual operations to fully close the gate leaf. Disengage the actuator brake handle adjacent to the hand wheel operator and motor drive shaft.
36. With the socket safely attached to the desired extension and drill, place the socket over the motor drive shaft accessible from the respective concrete monolith wall. Confirm the direction of drill rotation with the desired direction of the gate travel.
37. Continuously operate the gate actuator with the drill until the gate meets the bottom bearing plate below the water surface elevation.
38. To know when the gate meets the bottom bearing plate, the gate will slow with resistance. At this point, the respective gate leaf may not be in the full closed position; the full closed position will be known when the latch actuator for each respective gate leaf slides into position without binding. It may be necessary to use the drill to push the gate leaf further into position, thereby engaging the lock bar with its respective receiver on the adjacent gate leaf.

Note: To ensure proper seal upon gate closure, Gate 1 must be fully closed before Gate 2 is fully closed. This applies to both manual and automated closure procedures.

Gate Actuator No. 02 – Appendix J – Stockton Golf & Country Club

39. Prior to the gate "CLOSE" operation, turn the Siren and Strobe selector switches to the "ON" position (**Appendix K**) to provide an audible and visual alarm that the gates will begin closing. The duration of operation of the siren and strobe is at the operator's preference, considering boat traffic and alerting other operators of gate closure initiation.
40. Disengage the actuator brake handle adjacent to the hand wheel operator and motor drive shaft.
41. With the socket safely attached to the desired extension and drill, place the socket over the motor drive shaft accessible from the respective concrete monolith wall. Confirm the direction of drill rotation with the desired opening direction of the gate.

42. Continuously operate the gate actuator with the drill until the corresponding gate leaf is approximately 1'-0" away from the parked position in the pocket of the concrete monolith wall.
43. Turn Gate 2 and selector switch to the "CLOSE" position (**Appendix M, Item 5**). Note direction of travel. Should the gate travel in the incorrect direction, turn the gate leaf switch to the off position immediately, or an over-torque condition could cause damage to the actuator and actuator supports.
 1. Incorrect gate travel would indicate incorrect phase rotation of the power source. Correct phase rotation of the power source.
44. Turn Gate 2 selector switch to the off position when gate leaf is approximately 1'-0" away from the corbel seal. Refer to Figures 1 and 2 (above) for a picture of the corbel and closure markings on top of the wall and the corresponding gate leaf.
 1. The markings on top of the wall at the respective gate hinges, when lined up, indicate the fully closed position. Turn Gate 2 selector switch to the "OFF" position prior to alignment markings.
 2. Over-travel at this time may result in actuator over-torque due to hitting the corbel seal and deadheading.
 3. **NOTE: The external limit switches for each gate leaf in both the open and close sequence are set to turn off respective actuator power when gate leaf is approximately 1'-0" from full closed or open position. This is a backup mode of operation to reduce the likelihood of over-torque of the respective actuator.**
45. Initiate manual operations to fully close the gate leaf. Disengage the actuator brake handle adjacent to the hand wheel operator and motor drive shaft.
46. With the socket safely attached to the desired extension and drill, place the socket over the motor drive shaft accessible from the respective concrete monolith wall. Confirm the direction of drill rotation with the desired direction of the gate travel.
47. Continuously operate the gate actuator with the drill until the gate meets the bottom bearing plate below the water surface elevation.
48. To know when the gate meets the bottom bearing plate, the gate will slow with resistance. At this point, the respective gate leaf may not be in the full closed position; the full closed position will be known when the latch actuator for each respective gate leaf slides into position without binding. It may be necessary to use the drill to push the gate leaf further into position, thereby engaging the lock bar with its respective receiver on the adjacent gate leaf.

Note: To ensure proper seal upon gate closure, Gate 1 must be fully closed before Gate 2 is fully closed. This applies to both manual and automated closure procedures.

Gates Fully Closed / Mitered Position – Figure 3

49. Refer to Figure 3 above. When the marks at the end of the gate leaves align with the mitered position line, the latch actuators should be able to operate and lock the gate into place. Locking the gate into the closed/mitered position with the latches reduces the strain on the gate actuators due to the differential of water surface elevations on each side of the miter gate in the fully closed position.
50. Turn both Gate 1 and Gate 2 latch actuators selector switches to the “CLOSE” position (**Appendix M, Item 5**).
 1. If either gate fails to move and its corresponding latch is indicated as being in the fully unlocked position, the corresponding gate and/or latch may need to be bypassed or manually actuated. Refer to Appendix M, Items 7 and 8.

Section 4.04 Post-Gate Closure Briefing

- Once the gates are closed, both crews will assemble at the south flood wall to discuss any issues they may have encountered during the gate-closing procedure and will note any deficiencies. Log any additional information on the activity record. (see Appendix F)
- Review tide charts and forecast stations to develop a plan for reopening the gate, with a date and time.

Article V. Gate Opening

After a storm or tidal event, in coordination with SJAFCA representative(s), the SJFCWCD crew will reopen the gate as directed by SJAFCA, based on the agency's or its representatives' assessment of water elevations, weather conditions, and tides.

Section 5.01 Gate Opening Procedure

- Consider the tide cycle timing for forecasted gate opening. The preferred time to open the gate would be during an outgoing tide, when the head differential between the upstream and downstream water surface elevations is balanced. **Note: The gate should be operated under these balanced head conditions prior to accumulating more than three inches of reverse head with the gate closed.**
- Once the date and time of the gate opening have been issued, assemble a crew and meet at the south floodwall for safety, inspection, and coordination briefing.
- Identify the record keeper and begin logging information on the activity record.
- Crew shall develop plans for assigned activities at the direction of the SJAFCA representative.
- Crew shall gather materials and tools in anticipation of the gate closure procedure.
- The crew of the SJFCWCD, consisting of at least four (4) operators, shall inspect the south gate operators, latch bars, receivers, actuators, and surrounding equipment for foreign

debris or damage. The crew shall also remove any debris as needed to ensure unimpeded gate actuation into the full open position and schedule repairs for any damage to the equipment or gate access.

- Following an inspection of Gate 1, Crew 1 shall stay at the south gate.
- Crew 2 shall be dispatched to the Stockton Golf and Country Club to access Gate 2.
- SJFCWCD crew 2 shall inspect the south gate operators, latch bars, receivers, actuators, and surrounding equipment for foreign debris or damage. The crew shall also remove any debris as needed to ensure unimpeded gate actuation and schedule repairs for any damage to the equipment or gate access.
- Attention: To prevent damage, Gate No. 2 must be opened before Gate No. 1. This applies to both manual and automated closure procedures.
- Attention: The gates shall be manually operated from the fully mitered position to 1 foot open following the procedure outlined in Section 5.03. Then, each gate can be manually operated until it is 1 foot from the fully open position, following the procedure outlined in Section 5.02. Finally, the gates can be manually operated to the fully open position.

Section 5.02 Steps for Automated Gate Operation (Opening)

1. Visually inspect the actuators, limit switches, control cabinet, control stand, and accessories to verify that the equipment appears to be in serviceable condition.
 2. Check for foreign items, such as tools and rags, left on any of the equipment.
 3. Check for loose or broken brackets and parts.
 4. Check for leaks in general throughout.
 5. Check all conduits for visual damage.
 6. Activate the jet spray system to fluidize and dislodge accumulated silts and light debris from the gate sill and recess areas for five minutes via the hand-off auto switch on the jet spray system control panel.
- If utility power is not available, proceed to step 7. Otherwise, proceed to step 18.
 7. Verify that the portable back-up generator appears to be in serviceable condition.
 8. The MTS is in the far-left cabinet of the electrical panel line up (See Figure 4).
 9. Set manual transfer switch to the (OFF) position. The off position is midway between the normal and emergency source.
 10. Connect appropriate colored conductors between the generator and the exterior of the manual transfer switch control panel. The connections at the manual transfer switch control panel and generator match those of the corresponding conductors, which are also color coordinated. Insert and twist to engage the cam lock connections of each conductor between the generator and the manual transfer switch.



Figure 5. MTS located in Cabinet 1

11. Start the generator engine.
12. The generator engine will go up to full operational speed automatically.
13. Check for oil pressure immediately after the engine starts. If the recommended pressure is not evident in 10 seconds, shut the engine down.
14. Continue monitoring the generator engine temperature and pressure until normal conditions are achieved.
15. Confirm adequate voltage provided by the generator. The generator is sized to provide the necessary 480 volts at 3-phase.
16. Once the generator is running and making the appropriate voltage, switch the manual transfer switch to the emergency source by operating the switch handle in the down direction until its spring/friction locks into place.
17. Confirm 3-phase rotation is being sent to the transfer switch. There are two methods for checking 3-phase rotation.
 1. Turn both jet spray system pumps to the hand position. If phased correctly, the jet spray system will generate approximately 60 PSI of water pressure after approximately one minute of operation. If phased incorrectly, the three-phase motors will run backward and not produce over 30 PSI.

2. Most importantly, when operating the electric latch actuators or the gate leaf actuators, if phased incorrectly, the motors will run backward and not in the direction of desired travel. (When operating the gate leaves (open or closed), it is important to watch the direction of travel when the actuator switch is switched to the close or open position. If phased incorrectly, the gate leaf actuator may be subject to an over-torque situation.
- Gate Opening Procedure
18. Use the control stand to locally operate the gates and latches.
 19. Check that the two-position cylinder lock is in the “LOCAL” control power position and the corresponding “LOCAL OPERATION” white indicator light is illuminated (**Appendix M, Item 1**).
 20. Check that both the amber “CLOSED” indicator lights on Gate 1 and Gate 2 are illuminated (**Appendix M, Item 4**).
 21. Verify there are no obstructions to prohibit the gates from opening.
 22. Turn both Latch 1 and Latch 2 selector switches to the unlock “UL” position (**Appendix M, Item 3**).
 23. Both latches will begin to unlock until the corresponding fully unlocked limit switch stops each latch in the unlocked position. The latches will not actuate unless the gates are in the fully closed position.
 24. Observe the movement of each latch during the unlocking operation. If the fully unlocked limit switch fails to stop the corresponding latch in the fully unlocked position and attempts to over-travel, turn the corresponding latch selector switch to the “OFF” position (**Appendix M, Item 3**).
 25. If either latch fails to move and the corresponding gate is indicated as being fully closed, the corresponding latch and/or gate may need to be bypassed or manually actuated. Refer to **Appendix M, Items 7 and 8**.
 26. Check that both Latch 1 and Latch 2 amber “UNLOCKED” indicator lights are illuminated (**Appendix M, Item 2**). Turn both Latch 1 and Latch 2 selector switches to the “OFF” position (**Appendix M, Item 3**).

Gate Actuator No. 02 – Appendix J – Stockton Golf & Country Club

27. Prior to the gate “OPEN” operation, turn the Siren and Strobe selector switches to the “ON” position (**Appendix K**) to provide an audible and visual alarm that the gates will begin closing. The duration of operation of the siren and strobe is at the operator's preference, considering boat traffic and alerting other operators of gate closure initiation.
28. Disengage the actuator brake handle adjacent to the hand wheel operator and motor drive shaft.

29. With the socket safely attached to the desired extension and drill, place the socket over the motor drive shaft accessible from the respective concrete monolith wall. Confirm the direction of drill rotation with the desired opening direction of the gate.
30. Continuously operate the gate actuator with the drill until the corresponding gate leaf is approximately 1'-0" away from the closed/mitered position.
31. Turn Gate 2 and selector switch to the "OPEN" position (**Appendix M, Item 5**). Note direction of travel. Should the gate travel in the incorrect direction, turn the gate leaf switch to the off position immediately, or an over-torque condition could cause damage to the actuator and actuator supports.
32. Incorrect gate travel would indicate incorrect phase rotation of the power source. Correct phase rotation of the power source.
33. Turn Gate 2 selector switch to the off position when gate leaf is approximately 1'-0" away from the final resting spot against the bumpers on the monolith wall.
34. Over-travel at this time may result in actuator over-torque due to hitting bumpers on the concrete wall and deadheading.
35. NOTE: The external limit switches for each gate leaf in both the open and close sequence are set to turn off respective actuator power when gate leaf is approximately 1'-0" from full closed or open position. This is a backup mode of operation to reduce the likelihood of over-torque of the respective actuator.
36. Initiate manual operations to fully open the gate leaf. Disengage the actuator brake handle adjacent to the hand wheel operator and motor drive shaft.
37. With the socket safely attached to the desired extension and drill, place the socket over the motor drive shaft accessible from the respective concrete monolith wall. Confirm the direction of drill rotation with the desired direction of the gate travel.
38. Continuously operate the gate actuator with the drill until the gate meets the bumpers on the concrete wall.
39. To know when the gate meets the correct location against the bumpers on the concrete wall, the gate will slow with resistance. At this point, the respective latch actuator should slide smoothly into the latch receiver.
40. Turn Gate 2 latch actuator selector switch to the "closed" position (**Appendix M, Item 5**).

Gate Actuation No. 01 Appendix J – Dads Point

41. Disengage the actuator brake handle adjacent to the hand wheel operator and motor drive shaft.
42. With the socket safely attached to the desired extension and drill, place the socket over the motor drive shaft accessible from the respective concrete

monolith wall. Confirm the direction of drill rotation with the desired opening direction of the gate.

43. Continuously operate the gate actuator with the drill until the corresponding gate leaf is approximately 1'-0" away from the closed/mitered position.
44. Turn Gate 1 and selector switch to the "OPEN" position (Appendix M, Item 5). Note direction of travel. Should the gate travel in the incorrect direction, turn the gate leaf switch to the off position immediately, or an over-torque condition could cause damage to the actuator and actuator supports.
45. Incorrect gate travel would indicate incorrect phase rotation of the power source. Correct phase rotation of the power source.
46. Turn Gate 1 selector switch to the off position when gate leaf is approximately 1'-0" away from the final resting spot against the bumpers on the monolith wall.
47. Over-travel at this time may result in actuator over-torque due to hitting bumpers on the concrete wall and deadheading.
48. NOTE: The external limit switches for each gate leaf in both the open and close sequence are set to turn off respective actuator power when gate leaf is approximately 1'-0" from full closed or open position. This is a backup mode of operation to reduce the likelihood of over-torque of the respective actuator.
49. Initiate manual operations to fully open the gate leaf. Disengage the actuator brake handle adjacent to the hand wheel operator and motor drive shaft.
50. With the socket safely attached to the desired extension and drill, place the socket over the motor drive shaft accessible from the respective concrete monolith wall. Confirm the direction of drill rotation with the desired direction of the gate travel.
51. Continuously operate the gate actuator with the drill until the gate meets the bumpers on the concrete wall.
52. To know when the gate meets the correct location against the bumpers on the concrete wall, the gate will slow with resistance. At this point, the respective latch actuator should slide smoothly into the latch receiver.
53. Turn Gate 1 latch actuator selector switch to the "closed" position (Appendix M, Item 5).

Section 5.03 Post-Gate Opening Briefing

- Once the gates are opened, both crews 1 and 2 will assemble at the south flood wall to discuss any issues they may have encountered during the gate opening procedure and note any deficiencies. Log any additional information on the activity record.
- In consultation with SJAFCA representatives, review tide charts and forecast stations to develop plans for closing the gate (as needed, and as directed by SJAFCA representatives) while recording the date and time.

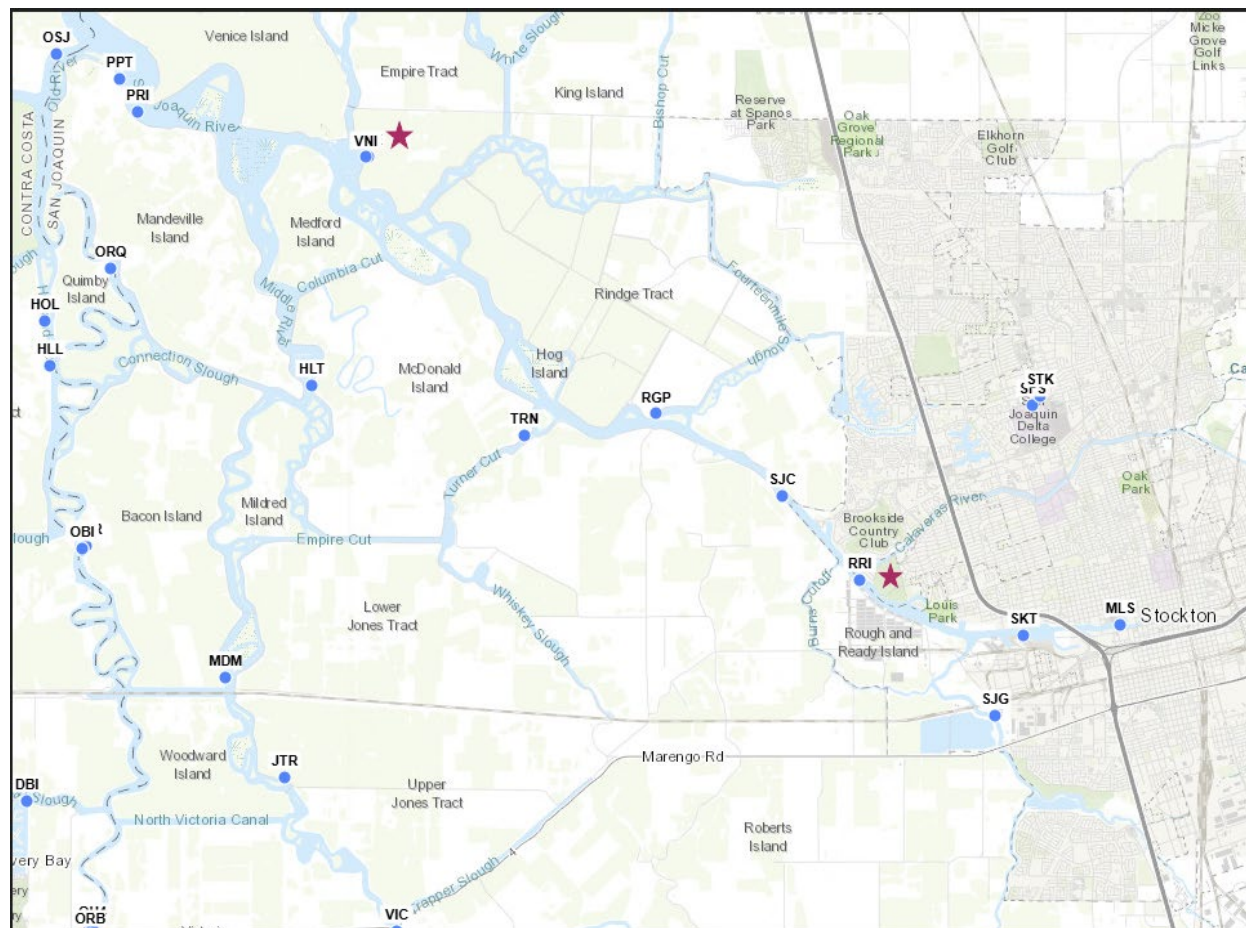
Appendix A – Contact List

Smith Canal Gate - Contact List Updated <small>October 31, 2025</small>					
Name	Agency	Position	Email	Phone	Priority
Darren Suen	SJAFCA	Executive Director	darren.suen@sjafca.org	916-479-6266	1
Juan Neira	SJAFCA	Smith Canal Gate Project Manager	juan.neira@sjafca.org	209-471-7255	1
David Tolliver	SJC Public Works	Deputy Director of Operations	dtolliver@sjgov.org	209-565-7293	2
Chris Boyer	SJC Public Works	Water Resources Engineer	cboyer@sjgov.org	209-468-9360	3
Eric Ambriz	SJC Public Works	Channel Maintenance Superintendent	eambriz@sjgov.org	209-969-8355	4
Roland Brewer	SJC Public Works	Channel Maintenance Project Manager	rbrewer@sjgov.org	209-610-6129	4
Jim Caruso	SJC Public Works	Channel Maintenance Engineering Aid	jcaruso@sjgov.org	209-468-3066	5
Venki Narasimhalu	SJC Public Works	Flood Management Engineer	vnarasimhalu@sjgov.org	408-205-0465	3
Ashley Couch	SJC Public Works	Water Resources Manager	acouch@sjgov.org	480-606-2625	2
San Joaquin County	SJC Water Resources		-	209-468-3089	3
Tiffany Cacho	SJC OES	Director of Emergency Services	tcacho@sjgov.org	209-953-6200	1
San Joaquin County	SJC OES	Main	xsjoes@sjgov.org	209-953-6200	1
County OES Duty Officer	SJC OES	OES - Business Hours	oesdutyofficer@sjgov.org	209-953-6200	1
County OES Duty Officer	SJC OES	OES - After Hours /Sheriff's office dispatch	oesdutyofficer@sjgov.org	209-468-4400	1
Colin Scott	City of Stockton	Parks Manager	colin.scott@stocktonca.gov	505-400-1530	1
Tina McCarty	City of Stockton	Director of Events and Parking	tinamccarty@stocktonca.gov	209-937-8907	2
Tony Mannor	City of Stockton	PIO	tony.mannor@stocktonca.gov	209-868-0298	1
David Padula	City of Stockton	Police Officer - Traffic	david.padula@stocktonca.gov	209-937-8377	1
Alexander Schmidt	City of Stockton	Fire - Company 6	alexander.schmidt@stocktonca.gov	209-937-8801	1
Jose Jimenez	City of Stockton	PM, Economic Development Dept.	jose.jimenez@stocktonca.gov	209-937-8794	2
Madison Lozada	City of Stockton	Admin	madison.lozada@stocktonca.gov	209-937-7541	3
City of Stockton	City of Stockton Fire	Main		209-937-8801	1
City of Stockton	City of Stockton Police	Non-Emergency		209-937-8377	2
Kim Floyd	KFC	Public Outreach Consultant	km@floydcommunications.com	916-838-2666	1
David Carr	KSN	Consultant	dcarr@ksninc.com	209-217-7019	1
Harj Toor	Stockton Golf & CC	Superintendent	htoor@stocktongolfcc.com	209-946-4313 Ext 26	2
California State	Boating & Waterways			888-326-2822	1

Appendix B

Forecasting Stations

Venice Is. – Rough and Ready

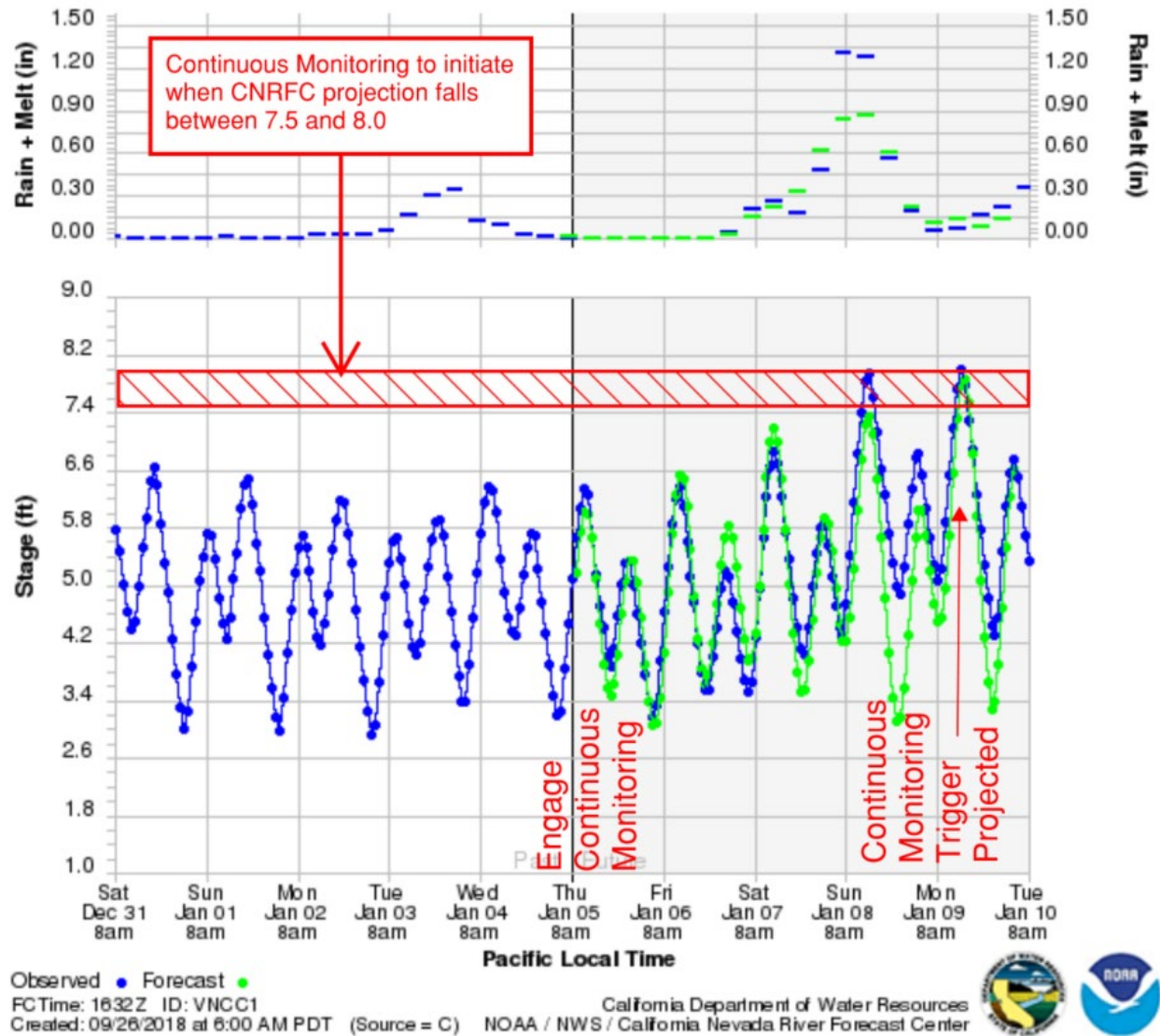


Appendix C – Closure Protocol Sequence

Based on Gauge Projections

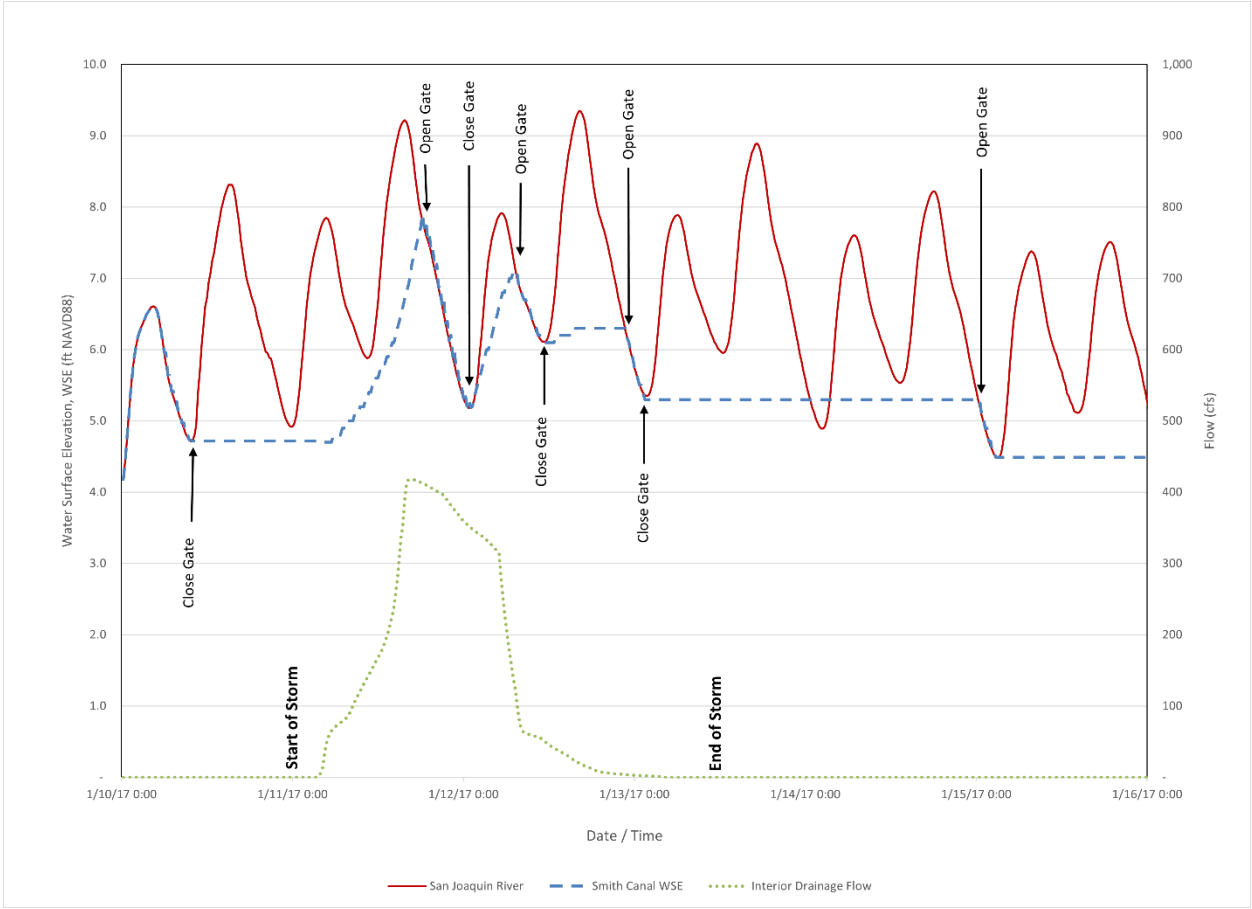
VNCC1 - SACRAMENTO DELTA - VENICE ISLAND (MS: N/A / FS: N/A)

Forecast Issuance: January 05, 2017 at 08:32 AM PST



Note critical thresholds, forecasted changes, and wind. Stiff, sustained offshore winds impact the tidal exchange inland and will upset forecasting models.

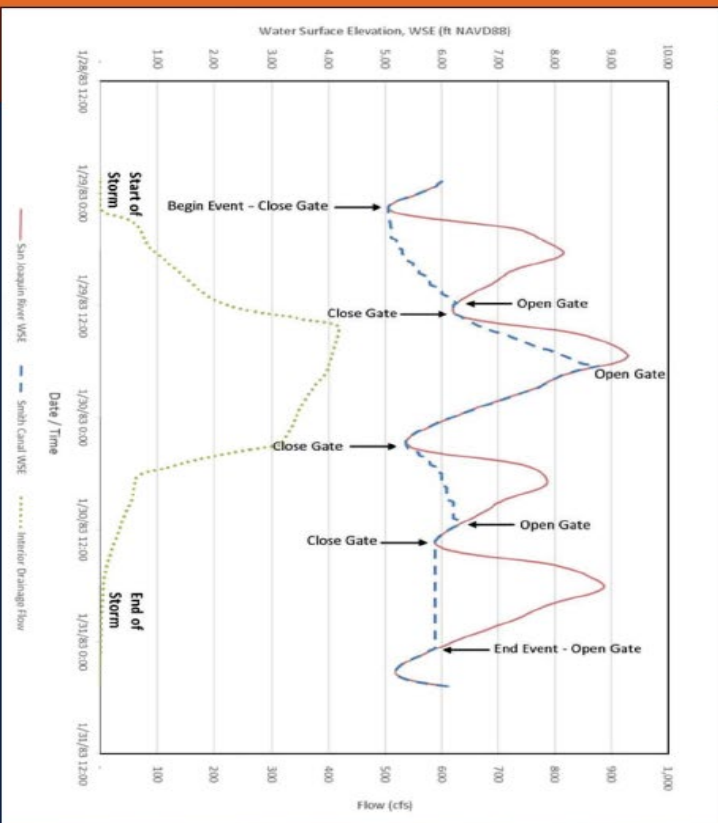
Appendix D – Closing and Reopening Sample Protocol



(2017 stage data with potential storm event overlaid)

Appendix D-1 – Closing and Reopening Sample Written Protocol

WSEL in Smith Canal During Gate Closure Event



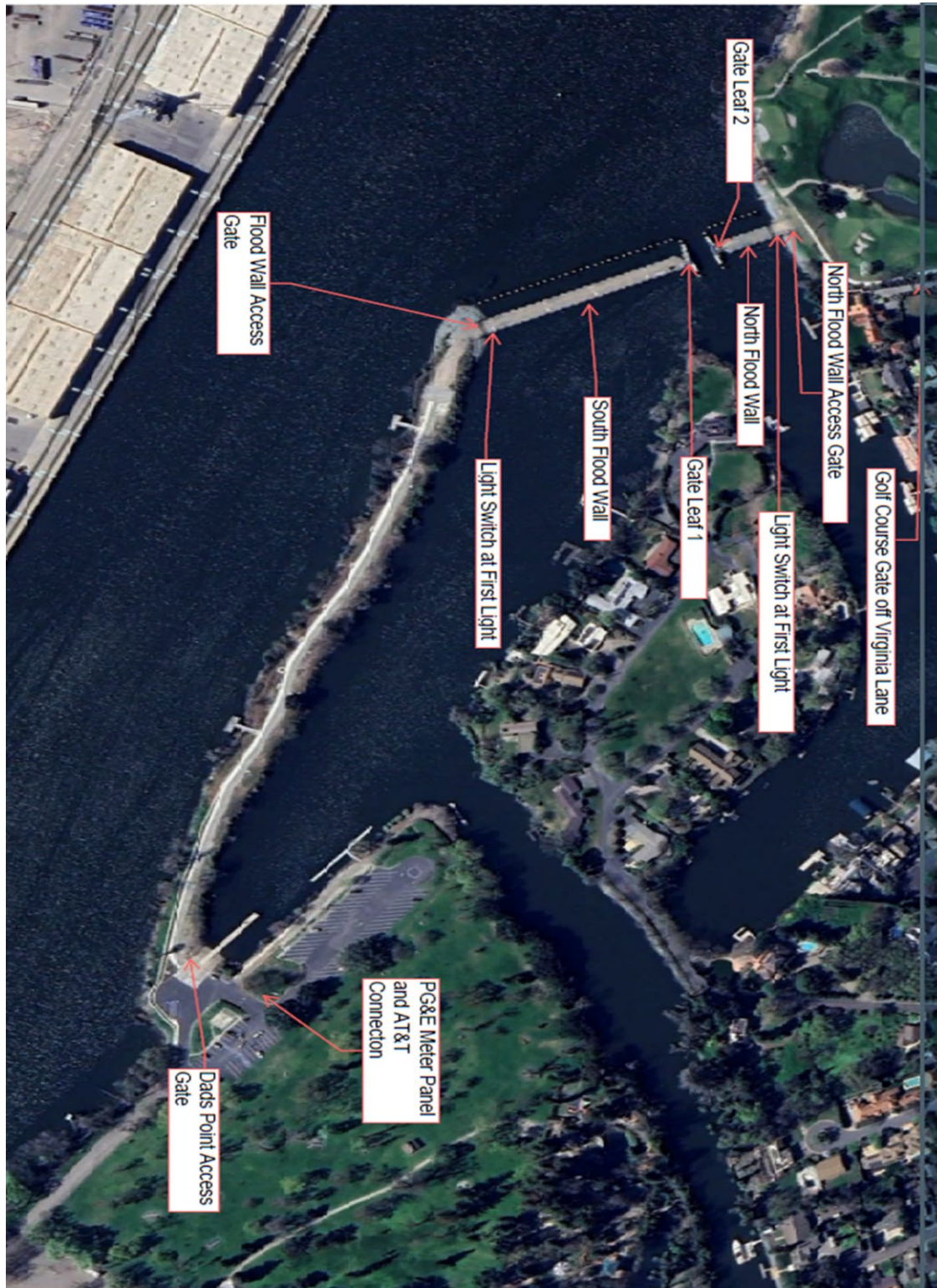
*Synthetic 25yr Rainfall Event Superimposed on
1983 High Stage Event (9.3 ft-NAVD88)*

- **Begin Event (1/29/83, 01:30)** - gate is closed at the lowest tide (5.06 ft) prior to the peak Delta stage within the forecast period; the 25-year, 24-hour storm is also started at this time; while the gate is closed
- **Gate Opens (1/29/83, 12:00)** - gate is opened when the rising Smith Canal WSE meets the Delta falling stage (6.25 ft)
- **Gate Closes (1/29/83, 13:00)** - gate is reclosed when the Delta stage begins to rise (6.14 ft); gate stays closed during peak Delta stage of 9.29 ft
- **Gate Opens (1/29/83, 18:30)** - gate is opened when the rising Smith Canal WSE meets the falling Delta stage (8.78 ft)
- **Gate Closes (1/30/83, 03:00)** - gate closes in preparation for predicted Delta stage of 8.86 ft on 1/30/83 at 18:15
- **Gate Opens (1/30/83, 11:30)** - gate is opened when the rising Smith Canal WSE meets the falling Delta stage (6.30 ft)
- **Gate Closes (1/30/83, 13:15)** - gate is reclosed when the Delta stage begins to rise (5.88 ft); gate stays closed during peak Delta stage of 8.86 ft
- **End Event (1/31/83, 00:45)** - gate is opened following peak Delta stage once the Delta stage equals the Smith Canal WSE

Appendix E – Vicinity Map



Appendix E1 – Site Map



Appendix E2 – Site Map Detail

PG&E Meter Panel & AT&T Connection



Appendix E3 – Site Map Detail

Dad's Point Access Gate



Appendix E4 – Site Map Detail

South Floodwall Access Gate



Appendix E5 – Site Map Detail

South Floodwall Light Switch



Appendix E6 – Site Map Detail

South Gate Leaf



Appendix E7 – Site Map Detail

North Gate Leaf



Appendix E8 – Site Map Detail

North Floodwall Light Switch



Appendix E9 – Site Map Detail

North Floodwall Access Gate



Appendix E10 – Site Map Detail

Golf Course Gate Off Virginia Lane



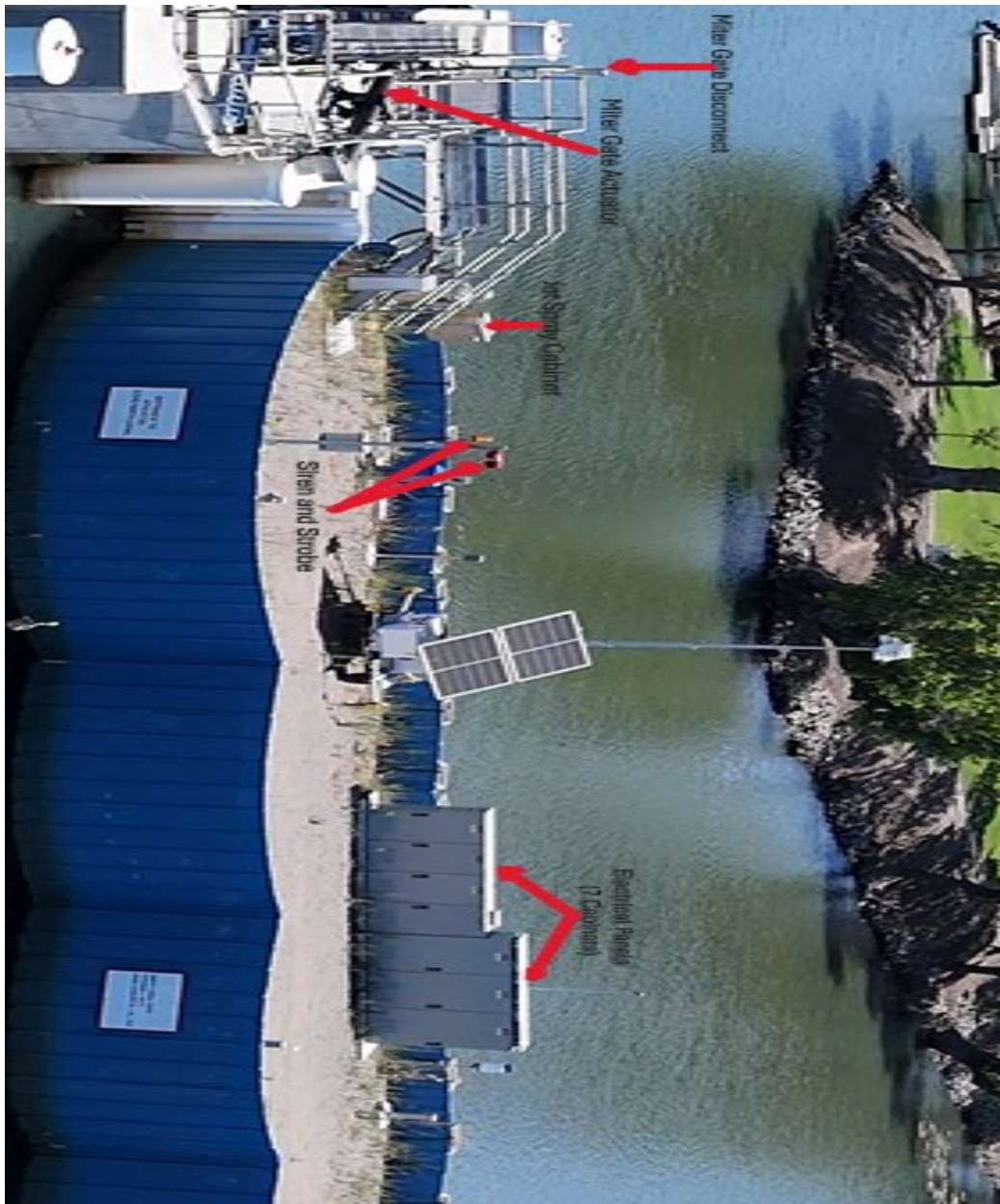
Smith Canal Gate Closure / Opening / Monitoring Record-Keeping Checklist

Comprehensive and standardized record-keeping ensures efficient facility management, aids inspections, and facilitates coordination with governmental agencies. Use the following checklist to maintain detailed and organized records:

Date _____		Weather Conditions _____			
Time of Activity:	Initiate Gate Closure / Opening Time _____				
	Scheduled Gate Next Event Time _____				
Event Classification:		Storm	<input type="checkbox"/>		
Select the applicable category		Tides	<input type="checkbox"/>		
		Emergency	<input type="checkbox"/>		
		Training	<input type="checkbox"/>		
Names of Operators Team 1		Maintenance	<input type="checkbox"/>	Names of Operators Team 2	
_____				_____	
_____				_____	
_____				_____	
_____				_____	
_____				_____	
_____				_____	
_____				_____	
Event Details					
Gate Closure / Opening					
Velocity (ft/sec) _____		Time Gate Closed / Opened _____			
Gate Opening					
Differential Head – Upstream Level – Smith Canal _____					
Differential Head – Downstream Level – Deep Water Ship Channel _____					
Observations and Deficiencies					
Deficiencies Identified _____					
Document Sign-Off _____					
Event Summary and Coordination					
Summary: Prepare a brief summary of the event and activities performed.					

Documentation Submission: Transmit Distribution List					
SJAFCA	Juan Niera	juan.neira@sjafca.org			
KSN	Dave Carr	dcarr@ksninc.com			
SJCFCWCD	File Location				

Appendix G - Gate Control Equipment Site Layout



Appendix H– Jet Spray



Jet Spray System

Duplex pump with filter system

Hand / Off / Auto Switch

Hand = Pump ON


Off = Pump Off

Auto = No Action, pumps not wired for auto control.


1. To ensure reliable operation of the miter gate system, the jet spray system is activated as a pre-operational procedure to fluidize and dislodge accumulated silts and light debris from the gate sill and recess areas.
2. Prior to miter gate movement, the jet spray system shall be engaged for a period of five minutes (minimum) via hand off auto switch on the jet spray system control panel to direct high-velocity water flow along the base and recesses of the gate structure.

Appendix I – Latch Actuator and Disconnect

**Latch Actuator No. 01
Disconnect**




Latch Actuator No. 01



HANDWHEEL AND BRAKE OPERATING PROCEDURE

To switch actuator into manual operation

1. Disengage the brake by rotating the right lever cw 180 degrees.



To switch back into motor operation

1. Pull handwheel back fully.
2. Rotate right lever ccw 180 degrees.

South Gate Latch Actuator
and Electrical Disconnect

Appendix J – Miter Gate Actuator and Disconnect



Miter Gate Actuator And Disconnect

In an emergency or when installing/adjusting the actuator, the EMA can be operated manually using the hand crank on the geared motor. The maximum torque that can be generated, manually, is approximately 30 Nm.
Use the following work sequence:

Unscrew the crank from the mounting plate. The controller detects that manual operation is active. **Caution! Always check that the switch switches when the crank is released**



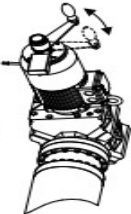
Turn the crank and couple the crank with the square recess on the motor shaft



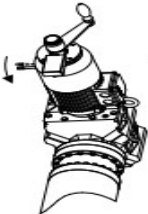
Always keep one hand on the crank and then manually release the brake by pulling the lever towards manual operation. **Caution! Slight force is sufficient to release the brake. If too much torque is applied to the lever, it may fall!**



By rotating the crank, the rod can now be moved in and out. The brake must be released. For safety reasons, the lever cannot and must not be locked. **Caution! At low actuator speed, a large delay between the motor and gearbox is used. This increases the time to slide the actuator in and out.**



Activate the brake again by releasing the lever. **Caution! Check whether the lever springs back to the rest position.**



Take the crank off the motor shaft and turn the crank



Screw the crank back onto the mounting plate.



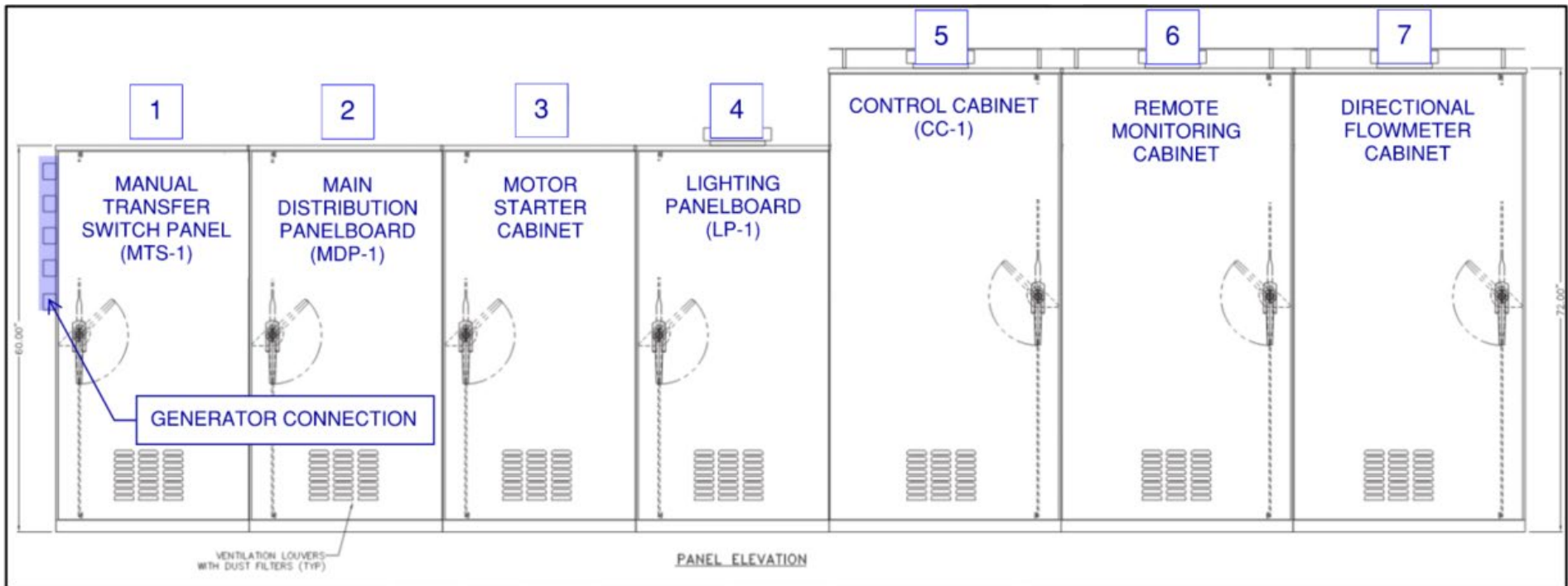
Appendix K – Siren and Strobe



Siren & Strobe

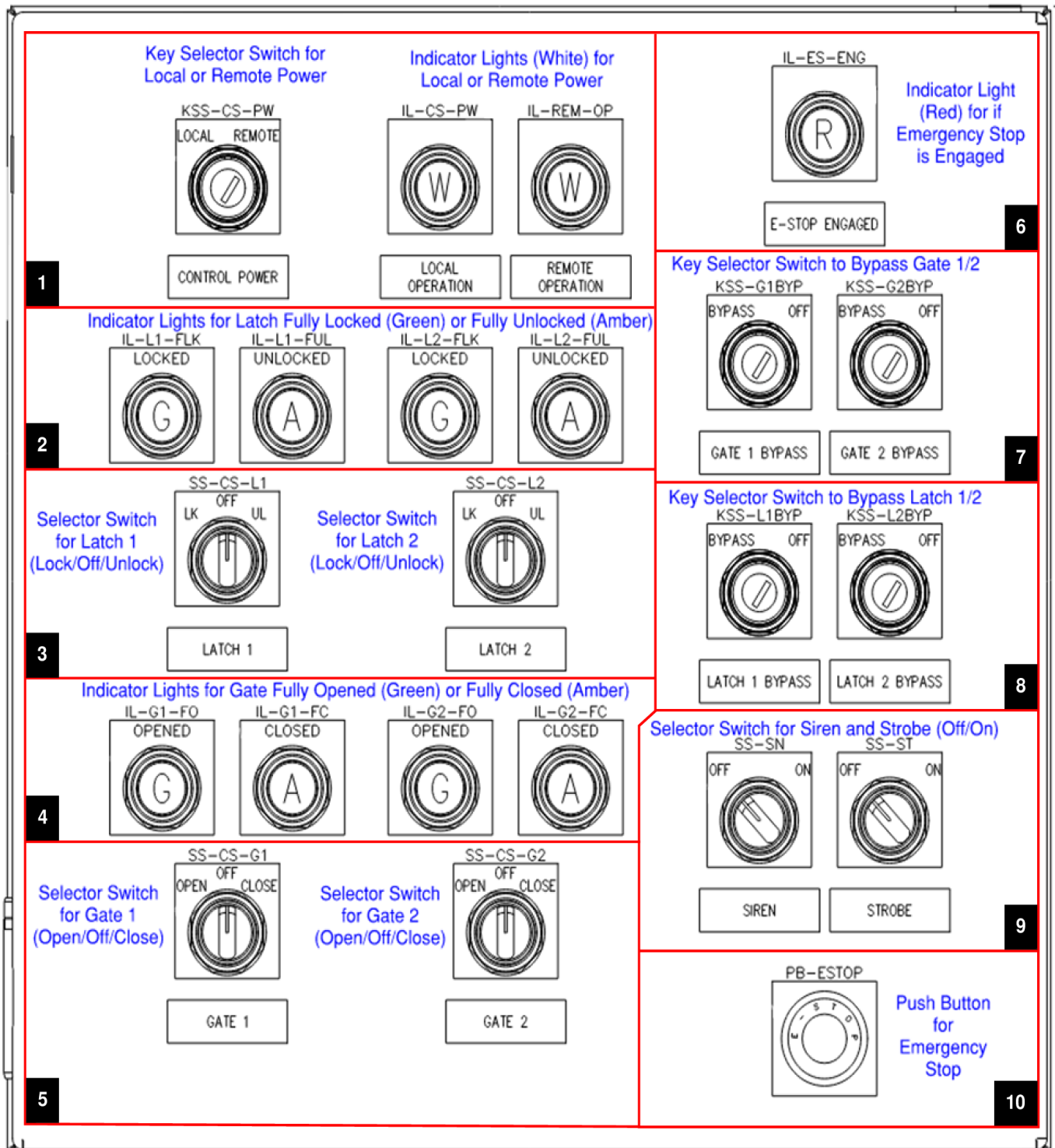
The siren and strobe work in auto mode and will come on when either miter gate 1 or 2 are in motion. To disable, turn respective switches, located in the control panel, to OFF.

Appendix L – Gate Control Panel Elevation



Appendix M- Gate Control Panel Cabinet 3

Control Stand



Appendix N – O&M Matrix

Responsible Party ▼	Frequency ▼	Component ▼		Activity Description ▼
County	Before and after the rainy season	Floodgate	Surveillance	Perform surveillance of the structure, the interfaces and tie-ins, damage and leaks, access walkway, general site and grounds
County	Before each operation	Floodgate	Gate and Latch	Visually inspect gate and latch operators
County	Before each operation	Floodgate	General	A general inspection shall be performed by the operator at the time of each operation to ensure that the gates and controls are operating properly and that recesses are clear. Make inspection by diver
County	Every 6 months	Floodgate	Gate and Latch	Full test of gate and latch operation and interlocking for three conditions: gate fully open, latch fully unlocked; gate fully open, latch fully locked; gate fully closed, latch fully unlocked.
County	Every 6 months	Floodgate	Electrical Equipment	Visually inspect light fixtures for operation when energized
County	Every 6 months	Floodgate	Gate and Latch	If not operated, test operation of the gates
County	Every 6 months	Floodgate	Gudgeon, Anchor Column and turnbuckles	Examine the gudgeon, anchor column and turnbuckles for abnormalities.
County	Every 6 months	Floodgate	Base plates	Examine base plates for movement and bolt conditions.
County	Every 6 months	Floodgate	Miter Gate	Examine components for misalignment, excessive wear, loose or broken fasteners.
County	Every 6 months	Floodgate	Electrical System	Visually inspect lamps, fixture housings, fixtures and components
County	Every 6 months	Floodgate	Electrical System	Visually inspect panelboards, transformer enclosures, terminals, bus bars
County	Every 6 months	Floodgate	Electrical System	Visually inspect control enclosures, relays, indicator lights
County	Every 6 months	Floodgate	Electrical System	Visually inspect PLC components
County	Every 6 months	Floodgate	Electrical System	Inspect camera system equipment components
County	Every 6 months	Floodgate	Electrical System	Inspect remote monitoring system equipment
County	Every 6 months	Floodgate	Navigation Aids	Visually inspect signage and signaling lighting components
County	Every year, prior to the rainy season	Floodgate	Painting	Inspect the above water section of the gate for corrosion
County	Every 6 months	Floodgate	Electrical Equipment	Test electrical distribution equipment
County	Every 6 months	Floodgate	Gate and Latch	Test interlocking on each operator with emergency actuator
County	As recommended by the manufacturer	Floodgate	gate and latch operators	lubrication and checks to be performed on a frequency as noted by the manufacturer's documentation.
County	Monthly and as recommended by the manufacturer	Floodgate	Jet Spray system.	visual inspection of pipe and equipment, lubrication and maintenance for compressor on at a frequency as noted by the manufacturer's documentation.

INTERIM OPERATIONS AGREEMENT

This Interim Operations Agreement ("AGREEMENT") is made in Stockton, California, as of _____, 2025, by and between the SAN JOAQUIN AREA FLOOD CONTROL AGENCY ("Agency"), and the SAN JOAQUIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("District"), who agree as follows:

RECITALS

- A. In 1998, the Agency constructed a Flood Protection Restoration project, which is currently operated and maintained by the District through an Operations and Maintenance Agreement executed on April 14, 1998.
- B. The Agency has constructed the Smith Canal Gate Project (SCGP), which includes a 50-foot-wide steel miter (double-door) gate structure supported by a reinforced concrete substructure and a steel pipe pile foundation placed within the alignment of the cellular sheet pile floodwall.
- C. The Agency has developed an Interim Operations Plan for the SCGP ("Interim Operations Plan") for the miter gate structure for the purpose of providing flood protection. The Interim Operations Plan is attached hereto as Exhibit A. It is the intention of the parties that a subsequent Operation and Maintenance Agreement will supersede this Interim Operations Plan.
- D. The AGENCY and the DISTRICT desire to enter into an interim operations agreement to establish the AGENCY's and the DISTRICT's respective roles and responsibilities related to operation of the SCGP until the SCGP is fully operational and accepted by the AGENCY, and a subsequent Operation and Maintenance Agreement is in place.

The Parties agree as follows:

- 1. SERVICES. Subject to the terms and conditions outlined in this AGREEMENT, the Agency and District shall operate the SCGP pursuant to the terms and conditions of the Interim Operations Plan.
- 2. PAYMENT. Agency shall pay District for services rendered pursuant to this AGREEMENT at the time and in the manner outlined in Exhibit B attached hereto. The payments specified in Exhibit B shall be the only payments made to the District for services rendered pursuant to this AGREEMENT.
- 3. FACILITIES AND EQUIPMENT. The agency will remain responsible for acquiring additional lands, easements, and rights-of-way, as applicable, as well as for all necessary capital improvements for the long-term operation and maintenance of the SCGP. Except as set forth in Exhibit B, District shall, at its sole cost and expense, furnish all facilities, equipment, and data that may be required for furnishing services pursuant to this AGREEMENT.
- 4. RELATIONSHIP OF PARTIES. At all times during the term of this AGREEMENT, the District and the Agency shall be separate and independent public agencies.

5. DISTRICT NOT AN AGENT. Except as the Agency may specify in writing, the District shall have no authority, express or implied, to act on behalf of the Agency in any capacity whatsoever as an agent. District shall have no authority, express or implied, pursuant to this AGREEMENT to bind Agency to any obligation whatsoever.
6. ASSIGNMENT PROHIBITED. No party to this AGREEMENT may assign any right or obligation pursuant to this AGREEMENT. Any attempted or purported assignment of any right or obligation pursuant to this AGREEMENT shall be voided and of no effect.
7. HOLD HARMLESS, INDEMNIFICATION, AND DEFENSE. Each Party agrees to hold harmless, indemnify, and defend the other, its governing board, officers, employees, and agents from any liability for damage or claims for damage, for personal injury, including death, as well as from claims for property damage which may arise out of or relate to their respective activities.
8. TERM: The services outlined in this Agreement may be terminated by either the Agency Board of Directors or the District Board of Supervisors without cause. This termination will take effect on the first day of the fiscal year, at least 180 days after one party sends a notice of intent to terminate to the other party, unless both parties agree to a different effective date.
9. EXHIBITS. All exhibits referred to and attached to this AGREEMENT are, by this reference, incorporated into this AGREEMENT.
10. CONTRACT ADMINISTRATION. This AGREEMENT shall be administered by the Agency Executive Director ("Administrator"). All Correspondence shall be directed to or through the Administrator or his or her designee.
11. NOTICES. Any written notices to the District shall be sent to:

Director of Public Works
San Joaquin County Department of Public Works
Post Office Box 1810
Stockton, CA 95201

Any written notice to the Agency shall be sent to:

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

Executed as of the day first above stated:

SAN JOAQUIN AREA FLOOD
CONTROL AGENCY

By: _____
Darren Suen
Executive Director

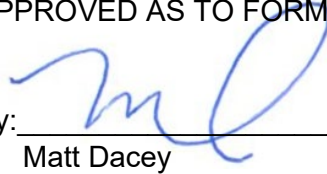
SAN JOAQUIN COUNTY
FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

By: _____
Chairman of the Board of Supervisors

APPROVED AS TO FORM:

By: _____
Scott L. Shapiro
Agency Counsel

APPROVED AS TO FORM:

By:  _____
Matt Dacey
County Counsel

RECOMMENDED FOR APPROVAL:

By: _____
Fritz Buchman
Flood Control Engineer

EXHIBIT B**PAYMENT SCHEDULE**

Agency shall pay District for all services rendered on a time and materials basis, plus normally assessed overhead costs, but not to exceed the annual budget adopted by Agency for such purpose, all as set forth below.

ANNUAL MAINTENANCE BUDGET

For the purposes of this Agreement, the Fiscal Year will be considered to begin on July 1 and end on June 30 of the next year. On or before April 1 of each year, the District shall prepare and submit an annual maintenance budget to the Agency for the maintenance and operation of the SCGP. Agency agrees to consider and adopt a budget on or before June 30 of each year for the upcoming Fiscal Year, to include operation and maintenance of the SCGP.

The Agency's annual maintenance budget will include only the funds necessary to compensate the District for the maintenance and operational costs related to the SCGP. District must notify the Agency in advance and permit Agency representatives to attend any field inspections of the District's maintenance activities, as well as any results from the California Department of Water Resources and the U.S. Army Corps of Engineers.

REVISIONS TO ANNUAL MAINTENANCE BUDGET

In the event of a projected increase in operation and maintenance costs beyond those included in the annual maintenance budget, the District will notify the Agency of the amount of the projected increase, allowing the Agency to determine whether to approve it and, if necessary, appropriate any additional funds or take other appropriate actions to meet the SCGP maintenance needs.

EQUIPMENT CHARGES

Equipment charges will be based on the use of the equipment by the hour.

BILLING FOR SERVICES

The District shall submit periodic invoices, not more frequently than once a month, based on the costs for services performed and reimbursable costs incurred prior to the invoice date. Such invoices shall be consistent with the Agency's budget, as the same may be revised pursuant to this Agreement. Invoices will identify all labor hours, equipment hours, and material quantities required to provide services. Such invoices shall identify expenditures to be reimbursed.

Subcontracted specialized work will be itemized and invoiced with the District's periodic bill to the Agency.

Within 60 days, the Agency shall make payments based on such invoices for services performed and for authorized reimbursable costs incurred.

Executed as of the day first above stated:

SAN JOAQUIN AREA FLOOD
CONTROL AGENCY

By: _____
Darren Suen
Executive Director

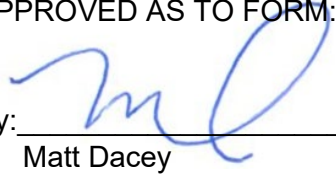
SAN JOAQUIN COUNTY
FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

By: _____
Chairman of the Board of Supervisors

APPROVED AS TO FORM:

By: _____
Scott L. Shapiro
Agency Counsel

APPROVED AS TO FORM:

By:  _____
Matt Dacey
County Counsel

RECOMMENDED FOR APPROVAL:

By: _____
Fritz Buchman
Flood Control Engineer

RESOLUTION NO. SJAFCA 25-15

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**

=====

**AUTHORIZATION TO EXECUTE AN INTERIM OPERATIONS
AGREEMENT FOR THE SMITH CANAL GATE**

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

Authorized the Executive Director to:

1. Execute an Interim Operations Agreement with the San Joaquin County Flood Control and Water Conservation District for the Interim Operations of the Smith Canal Gate Project.

PASSED, APPROVED, AND ADOPTED this 13th day of November 2025.

Paul Canepa, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

Darren Suen, Secretary
of the San Joaquin Area
Flood Control Agency.

APPROVED AS TO FORM:

Scott L. Shapiro, Legal Counsel
for the San Joaquin Area
Flood Control Agency

Agenda Item 6.1

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Darren Suen, Executive Director

SUBJECT: **PARADISE CUT BYPASS EXPANSION AND MULTI-BENEFIT PROJECT
FEASIBILITY STUDY UPDATE**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency (SJAFCOA) receive an informational briefing on the status of the Paradise Cut Bypass Expansion and Multi-Benefit Project.

BACKGROUND

On September 19th, 2024, the Board of Directors authorized the Executive Director or designee approve all administrative, technical, and policy-level decisions and documents on the Feasibility Study, including all recommendations of the Paradise Cut Advisory Committee.

Project Description

The Paradise Cut Bypass Expansion and Multi-Benefit Project is a multi-benefit flood management project that will provide flood stage reduction to communities along the San Joaquin River, including cities of Lathrop, Manteca, Stockton, and the San Joaquin County. The project will expand and enhance the existing Paradise Cut Flood Bypass, which currently diverts water from the river during flood events, to ensure adequate downstream channel capacity and levee protection and facilitate the passage of increased flood water through the south Delta. In addition, planned enhancements will provide new and improved habitat for native fish and wildlife. The purpose, and related benefits of the Project align inextricably with SJAFCOA's mission to "reduce and manage the region's flood risk."

DISCUSSION

Project Status

The Paradise Cut Bypass Expansion and Multi-Benefit Project (Project) Feasibility Study (Feasibility Study) has progressed to the selection of a preferred alternative based on the evaluation of three final alternatives. The technical evaluation did not identify a clearly superior alternative of the three final alternatives the low probability of federal funding, limited state funding, and in the case of one alternative, lack of landowner support. The costs of the Alternatives are included in Table 1. With additional funding and time, the Technical Team could investigate other possible bypass expansion options that may be more cost-effective and have landowner support.

PARADISE CUT BYPASS EXPANSION AND MULTI-BENEFIT PROJECT FEASIBILITY STUDY UPDATE

Table 1: Costs of Final Array of Alternatives

Alternative Total Cost		High-Cost Items						
		Channel Restoration	Hydraulic Mitigation	Lands	Setback Levees	DVI Levee	UPRR Opening(s)	Habitat
Alt 2B	\$636,693,000	\$386M	\$61M	\$26M	\$35M	N/A	N/A	\$9M
Alt 3B	\$892,835,000	\$386M	\$91M	\$119M	\$26M	\$27M	\$24M	\$38M
Alt 6B	\$1,043,185,000	\$386M	\$56M	\$137M	\$52M	\$27M	\$51M	\$69M

Next Steps

The San Joaquin Area Flood Control Agency (SJAFCFA) will be working with the California Department of Water Resources (DWR) to secure additional funding to complete further technical analysis. The additional technical analysis would focus on three areas: South Delta channel restoration, ecosystem benefits, and flood risk reduction with the goal of refining project elements, reducing costs, and increasing potential for state and federal funding. The analysis will be scoped with various stakeholders and is anticipated to include a phased implementation approach that would result in identification of early implementation actions that could be constructed as no-regrets actions when future funding is available. Staff will continue to conduct robust outreach analysis and will work with stakeholders, including landowners, to understand impacts within the potential project footprint.

FISCAL IMPACT

There is no fiscal impact related to this item. Any additional analysis would be funded by DWR, including SJAFCFA labor costs to support the study.



Darren Suen
Executive Director

Agenda Item 6.2

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Darren Suen, Executive Director
Glenn Prasad, Deputy Executive Director

SUBJECT: **MOSSDALE TRACT PROGRAM UPDATE**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency (SJAFCA) receive an informational briefing on the status of the Mosssdale Tract Program.

DISCUSSION

The U.S. Army Corps of Engineers (USACE) is experiencing fiscal uncertainties and changes in policy that affect federal feasibility studies nationwide. These challenges are interrupting progress on the Lathrop & Manteca Feasibility Study (LM Feasibility Study) and delaying a decision regarding federal interest in the project.

During the Project Leadership Board (PLB) Meeting on October 14, 2025, the USACE identified the following key challenges:

1. Assistant Secretary of Army Civil Works (ASA-CW) has directed that Feasibility Studies nationwide reach 35% design maturity, increasing the estimated cost of LM Feasibility Study to approximately \$20 million and time to complete.
2. No Federal Funds are expected in Fiscal Year 26 for the LM Feasibility Study.
3. The LM Feasibility Study costs and durations must remain consistent with the previously approved Vertical Team Alignment Memorandum (VTAM), which is for a \$7.06 million study cost and Chief's Report by 12/18/2026.

Present Situation

(A) Lathrop and Manteca Federal Feasibility Study

In response to the challenges, USACE has proposed two potential Courses of Actions (COAs):

1. COA #1: Utilize ~\$710k available funds to complete limited deliverables, including the preliminary takings memo, updated hydraulic and economic modeling, and documentation of work to date. Estimated Completion: March 2026.
2. COA #2: Receive additional ~\$390k in NFS accelerated funds (i.e. ~\$710k + ~\$390k = \$1.1m) to complete all COA #1 activities, plus completion and documentation of a final array of alternatives, including a comparison of their costs and benefits, and selection of a Draft Tentatively Selected Plan (TSP). Estimated Completion: June 2026.

The USACE and the Non Federal Sponsors (SJAFCA, Central Valley Flood Protection Board/ Department of Water Resources) are evaluating these options and negotiating additional work products to better position the study until either it is resumed by the USACE when there is available funding, or advanced to completion through a non-federally led planning process.

A non-federally led process currently explored by SJAFCA is outlined in Section 203 of the Water Resources Development Act (WRDA, 1986), which provides that a non-Federal interest can

AGENDA ITEM 6.2

MOSSDALE TRACT PROGRAM UPDATE

submit a completed feasibility study to the Secretary of the Army for review to determine if the study, and the process under which the study was developed, each comply with Federal laws and regulations applicable to feasibility studies of water resources development projects. SJAFCA is evaluating different alternative approaches to complete the study, including Section 203, for cost effectiveness and efficiency.

Since the Study will be at risk of suspense by the end of 2026 without a significant injection of federal funding in the FY-2027 budget / appropriations process and / or the Non-Federal Sponsors accelerating their portion of the cost-share requirements for FY-2027, SJAFCA requested USACE HQ to allocate funding in its FY-2027 Budget Request (President's Budget) for this critical Study. The State is aware of both this funding request, and investigations of alternative pathways to complete the study.

(B) Mossdale Urban Flood Risk Reduction (UFRR) Project

Meanwhile, the SJAFCA/ State-led Mossdale Tract UFRR Project is progressing design of the Manteca Dryland Levee extension and investigating potential restoration sites. Current efforts include final design, environmental analysis, surveys to support real estate efforts, real estate acquisition and permitting for the construction of the Manteca Dryland Levee Extension and one of restoration sites 13, 14 or 16.

USACE will reimburse the cost of this work if a Section 221 In-Kind Memorandum of Understanding is executed between the non-Federal sponsors and Assistant Secretary of the Army. The draft Section 221 MOU submitted by SJAFCA earlier this year is currently under USACE Sacramento District's review.

SJAFCA plans to release a Draft Environmental Impact Report for a 45-day public review in December 2025 for the Mossdale Tract Program, including the Manteca Dryland Levee Extension Project.

FISCAL IMPACT

There is no immediate Fiscal Impact on the LM Feasibility Study, or the UFRR Project resulting from this informational briefing. However, additional cost-shared funds may be required depending on the COA selected. Sufficient funds are available in the Mossdale Tract Program account to accommodate this need.



Darren Suen, Executive Director

**End of
Agenda Packet**