Meeting Agenda

PLACE: Civic Center City Council Chambers
1110 West Capitol Avenue
West Sacramento, CA 95691
DATE: Thursday, October 11, 2012
TIME: 10:30 a.m.

1. Agenda Approval

2. Public Comment on Matters Not on the Agenda

3. Approval of September 13, 2012 Minutes

4. Review Monthly/YTD Revenue & Expenses


   Comments: Staff is recommending Bender Rosenthal Inc., be awarded a contract for Appraisal, Negotiation, Relocation and related services for the SRSEIP. Bender Rosenthal Inc. scored highest among six Right of Way Firms who responded to the Request for Qualifications and is the most experienced firm providing these services for flood programs in the region.

6. Consideration and Approval of Agency Resolution to Apply for DWR Directed Funding of the Lower Sacramento/Delta North Regional Flood Management Plan

   Comments: Levee improvement and maintaining agencies in Sacramento, Solano and Yolo Counties have asked WSAFCA to be the lead agency for preparing the Lower Sacramento/Delta North Regional Flood Management Plan. DWR is expected to accept applications for grants to fund regional flood management planning in October. This agenda item requests approval for the WSAFCA General Manager to submit the grant application to DWR.
7. WSAFCA Project Updates

8. Informational Items

9. Adjourn

I, Kenneth A. Ruzich, Secretary, declare under penalty of perjury that the foregoing agenda for the October 11, 2012 regular meeting of the West Sacramento Area Flood Control Agency was posted October 5, 2012 in the office of the City Clerk, 1110 West Capitol Avenue, West Sacramento, CA and in the WSAFCA office, 1420 Merkley Avenue, Suite 4, West Sacramento, CA, and was available for public review.

[Signature]
Kenneth A. Ruzich, Secretary

In accordance to the Brown Act, any documents related to agenda items that are made available to the Board before the meeting will be available for review by the public at 1420 Merkley Ave., Suite 4, West Sacramento, CA 95691, 8:00 am to 4:00 pm, Monday through Friday.
The meeting was called to order by President Denton.

It was moved by Director Kristoff and seconded by Director Lang to delay Item 7 on the agenda until the October Board meeting and to approve the rest of the agenda as presented. The motion passed 3-0.

Public comments were received. Kim McDonald stated that she had received a letter asking for permission to enter her land for environmental assessments. She said that she was reluctant to give such a broad authority without more detailed information. She requested that staff provide such information. Victoria Yokoyama commented on the same letter, and informed the Board that crops are planted on her property and would need to be harvested before any access to the fields would be granted.

It was then moved by Director Kristoff and seconded by Director Ramos to approve the minutes of the July 12, 2012 meeting. The motion passed 3-0.

Mark Zollo reviewed the financial reports with the Directors. Income, expenses, and fund balances were discussed. He informed the Board that a report for the last fiscal year will be presented to the Board in October.
Derek Larsen presented the Value Engineering Study results for Segment “B” of the Southport project. He reviewed the work accomplished under this study and the various combinations of repairs and alignments considered. He provided impacts and costs for each of seven different solutions. President Denton then opened the item for public comment. Karen Diepenbrock, representing several Segment “B” landowners, commended the Board for their efforts to minimize impacts on the directly impacted landowners while still providing the best solution for the community. She asked that the Board motion accepting the staff recommended Alternative be specific that Scenario 7 was the one being chosen. It was then moved by Director Kristoff that the Board identify Alternative 2 (Scenario 7) alignment as the Preferred Design Alternative for levee segment “B” of the Sacramento River Southport Project, and to direct staff to evaluate and disclose the potential environmental and community effects and to propose measures to mitigate significant adverse impacts associated with the Preferred Design Alternative, and to direct the Project Team to integrate the Preferred Design Alternative 2 (Scenario 7) for Levee Segment “B” into the 65% design package for the Sacramento River Southport Project. The motion was seconded by Director Lang and passed 3-0.

Dave Shpak reviewed the proposed contract with HDR to prepare an application for DWR directed funding for the development of a Lower Sacramento Regional Flood Management Plan. He explained that this was part of the Central Valley Flood Protection Plan that was required by the State Legislature. The regional plans will provide input to DWR about projects and programs that are important to the agencies within each region. It will provide a more detailed list for DWR to include as a basis for funding future flood control projects. This effort is funded by DWR, but the application for those funds is not. Therefore it is being proposed that WSAFCA be the applicant for those funds, that HDR prepare the application on behalf of WSAFCA, and that WSAFCA be the lead agency for distribution of those regional planning funds. The cost of the application would be split evenly between SAFCA and WSAFCA. After discussion, it was moved by Director Denton that the Board authorize the General Manager or his designee to enter into a professional services contract with HDR Engineering to prepare the DWR grant application and provide support for grant negotiations with DWR through the end of December 2012 to fund the Lower Sacramento Regional Flood Management Plan for a total amount not to exceed $45,000, and to take any or all actions reasonably necessary to complete the work described in the contract, including the approval of minor contract amendments that will not materially alter the purpose of the contract or increase the total compensation due under the contract by more than $4,500. The motion was seconded by Director Kristoff and passed 3-0.

Bill Panos, City Public Works Director, gave an update on the new organizational chart for the Flood Protection Team. Several City staff members have been given new responsibility in the Flood Protection program to insure that all of the WSAFCA projects keep their current pace in order to provide a high level of flood protection to the entire community as soon as possible. Mr. Panos also reviewed the efforts to have the Corps allow Federal Section 221 credits for the Rivers and CHP EIP projects as well as the
Southport projects. These credits are essential to help with the local share of the entire West Sacramento Levee Improvement Project that will provide at least a 200 year level of protection for West Sacramento.

Mr. Shpak presented a projects update to the Board. Final work on both the Rivers and CHP EIP sites is ongoing. Mitigation plantings at both sites should be completed this fall. The Sac Bank Setback project is nearing completion and also should be completed this fall. WSAFCA and RD 900 are working with the Corps to bring the South Cross levee into the Corps inspection program, which is necessary both for the GRR and to retain PL 84-99 eligibility.

There being no further business, the meeting was adjourned to October 11, 2012.

Kenneth A. Ruzich
Manager, WSAFCA
### Flood JPA Monthly Cash Flow
(Fund 870)

#### 1. FUND BALANCE

| [Beginning of month] | 12,524,961 | 12,603,398 |

#### 2. CASH RECEIPTS

- (a) State Revenue: -
- (a) Assessments: -
- (b) Contributions: -
- (c) Interest: -
- (d) Misc Rev.: 156

#### 3. TOTAL CASH RECEIPTS

| [Sum 2a thru 2d=3] | - | 156 |

#### 4. TOTAL CASH AVAILABLE

| [Before cash out] (1 + 3) | 12,524,961 | 12,603,554 |

#### 5. CASH PAID OUT

- (a) Admin Support JPA
  - Program 10: 17,001, 22,089
  - 615-9040: 9,835, 10,380
  - WO 90006 (staff): 3,000, 5,925
  - Admin O&M: - , 100
  - Subtotal (5a): 29,835, 38,494

- (b) Debt Service
  - 2008 Bond: 424,243
  - 2011 Bond: 564,896
  - Subtotal (5b): 989,139, 989,139

- (c) Transfers
  - CoWS: -
  - RD 537: -
  - RD 900: -
  - WO 43001 (Maj. Storm Maint.): -
  - WO 62080 (Tree Mitigation): -
  - Subtotal (5d): -

- (d) CIP
  - WO 40002: 4,377, 9,057
  - WO 40005: 343, 458
  - WO 40009: 7,545, 15,522
  - WO 40011: 648, 3,104
  - WO 41150: -
  - WO 41160: 198, 198
  - WO 41161: 802, 2,677
  - WO 41163: -
  - WO 41164: 71,604, 124,388
  - WO 41165: 47, 47
  - WO 41166: -
  - WO 41170: -
  - Other Proj Related Expenses: -
  - Subtotal (5f): 85,562, 155,497

| (sum 5a thru 5d) Subtotal | 1,104,537 | 1,183,130 |

| (5e) Other JPA Expenses | - | - |

#### 6. TOTAL CASH PAID OUT

| [Sum 5a thru 5e] | 1,104,537 | 1,183,130 |

#### 7. CASH POSITION

| [End of month] (4 minus 6) | 11,420,424 | 11,420,424 |
### Project Expenditures Aug. 1 - Aug. 31, 2012

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<tr>
<th>Description</th>
<th>GRR</th>
<th>Deficiency Repairs</th>
<th>Rivers Const.</th>
<th>CHP Const</th>
<th>Levee Analysis</th>
<th>EIP Design</th>
<th>I St.</th>
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<th>Sac River</th>
<th>Southport</th>
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### Project Expenditures YTD

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<td>47</td>
<td>47</td>
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Total August: **85,562**

Total YTD: $155,497
CONSIDERATION OF CONTRACT AWARD TO BENDER ROSENTHAL, INC., FOR APPRAISAL, NEGOTIATION, RELOCATION AND RELATED SERVICES FOR THE SACRAMENTO RIVER SOUTHPORT EARLY IMPLEMENTATION PROJECT

INITIATED OR REQUESTED BY:
[ ] JPA Board  [X] Staff
[ ] Other

REPORT COORDINATED OR PREPARED BY:
Paul Dirksen, Jr., Senior Program Manager

William T. Panos, Public Works Director

ATTACHMENT  [X] Yes  [ ] No  [ ] Information  [ ] Direction  [X] Action

OBJECTIVE
The objective of the report is to request the West Sacramento Area Flood Control Agency (WSAFCA) consider approving a contract award to Bender Rosenthal, Inc. for Right of Way services in support of the Sacramento River Southport Early Implementation Project.

RECOMMENDED ACTION
Staff respectfully recommends that the WSAFCA Board:

1. approve a contract award for Right of Way services to Bender Rosenthal, Inc., for $1,228,060;
2. authorize the General Manager or his designee to take any and all actions reasonably necessary to complete the work described in the Contract, including the approval of minor Contract amendments that, in the opinion of the General Manager, will not materially alter the purpose of the Contract nor increase the total compensation due under the Contract by more than 10% ($122,806);
3. authorize the General Manager to adjust budget line items by up to 10% between budgeted activities.

BACKGROUND
At the March 8th WSAFCA meeting the Agency Board identified Preliminary Design Alternative 2 as the preferred levee design alternative for the Sacramento River Southport Early Implementation Project (SRSEIP). The Board identified this design alternative following a two year process that included levee evaluation and screening; a progressive succession of levee deficiency remediation investigations that evaluated the feasibility of setback, strengthen in place, and adjacent levees; and culminated in advancing five of seven segments of the 15% Design Alternative to 65% project construction drawings and directed the design team to conduct additional evaluations of the two outstanding segments and develop cost estimates and related documents. At the most recent WSAFCA meeting the Board approved advancing the refined Alternative 2 alignment as the preferred design alternative for segment B of the SRSEIP.

Concurrent with the design process, staff has structured a real estate/right of way team to carry out the various real estate acquisition and utility relocation functions anticipated for the proposed project. The real estate/right of way team will include WSAFCA staff to coordinate: environmental assessment services, surveying services as well as real estate right of way property acquisition and relocation services. To date, the WSAFCA Board has approved contracts for environmental assessment services (May 10, 2012) and surveying services contract with Mark Thomas and Company at the June 9, 2012 meeting to support real estate functions for the proposed project.
A Request for Qualifications (RFQ) for appraisal, negotiation and relocation services (appraisal, negotiation and relocations services are generally referred to as Right of Way services) was released on June 5, 2012. The RFQ right of way services scope of work included: property owner communications, conducting appraisals and producing fair market value appraisal reports; property negotiation and acquisition services; development and implementation of a relocation plan for affected home-owners and businesses; and, project management and coordination with WSAFCA.

The right of way RFQ was sent to six consulting firms, some of whom have worked for the City of West Sacramento and WSAFCA, as well as other reputable firms. The RFQ was also posted to the City’s website. Ultimately, six complete proposals were received by the deadline along with additional submissions for appraisal and appraisal review services. A review team comprised of City staff working on WSAFCA projects rated the six responses to the RFQ based on the following criteria: responsiveness to the RFQ, Statement of Qualifications, the aforementioned Scope of Work, Firm Experience and Staff Qualifications. Additionally, the RFQ specified that the firm should include a sample scope of work and describe the level of effort to accomplish the work scope, as well as a right of way case study.

The review team rated the RFQ responses and three firms, based on the above criteria, were invited to an interview (see table below for cumulative scores). WSAFCA staff worked with MBK, the Program Manager for the SRSEIP, to prepare a list of questions that were provided to candidates in advance of their interview. The questions reflected MBK’s practical background with WSAFCA, along with valuable knowledge and perspective gained through working and contracting with right of way services on other flood protection projects. Interviews were conducted on August 23rd by a team comprised of WSAFCA staff, a housing program manager with relocation experience, and Ken Ruzich, General Manager.

<table>
<thead>
<tr>
<th>Right of Way Contractors</th>
<th>Bender Rosenthal, Inc.</th>
<th>Overland, Pacific, and Cutler, Inc.</th>
<th>Interwest Consulting Group</th>
<th>Associated Right of Way</th>
<th>Universal Field Services</th>
<th>Paragon Partners</th>
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<tbody>
<tr>
<td>Cumulative Scores</td>
<td>167</td>
<td>111</td>
<td>149</td>
<td>116</td>
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**ANALYSIS**

Staff interviewed Bender Rosenthal Inc., Interwest Consulting Group, and Paragon Partners to provide right of way services for the Sacramento River Southport Early Implementation Project (SRSEIP). Each of these consulting firms has the qualifications to provide right of way services for the proposed project. The firms were asked to bring their proposed project manager, appraiser, and relocation staff for the project to respond to the interview questions. The interview questions covered a broad range of potential scenarios relevant to the SRSEIP, such as: how the firm would work with an agricultural property owner or their tenant; how the firm will adapt and interact with the WSAFCA real estate/right of way team; how the firm would work with the title company to convey property; and, how the firm would adequately determine the relocation needs of potential displacees.

The interviews all took place on the same day and the interview team discussed the responses after each interview. Based on their experience in working with other flood protection agencies and their experience working with the State Department of Water Resources (DWR), staff is recommending Bender Rosenthal Inc. (BRI), to be awarded the contract. Staff was also impressed with the Interwest team and employees from
Paragon Partners; however both of these firms would require additional time and expend additional effort to understand and meet DWR requirements.

**Right of Ways Services Contract**

The proposed right of way services contract includes a scope of work that is consistent with the right of way services RFQ. This proposed final version of the contract was developed through a series of meetings and communication exchanges between WSAFCA and BRI staff. The contract includes right of way project management, appraisal and appraisal review services, acquisition/negotiation services, relocation services and title and escrow support services. Project Management services will include development and implementation of a real estate management and property owner communications plan, bi-weekly meetings (as scheduled) for WSAFCA to provide direction to resolve real estate/right of way concerns and direct right of way staff, BRI internal coordination meetings and full team coordination meetings. Appraisal and appraisal review services will result in fair market appraisals for affected properties that may need to be acquired and third-party appraisal review in compliance with Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act. Acquisition and negotiation services will consist of property owner real property offer meetings, settlement negotiations, contract documents, and supporting documentation for all property owner contacts. Relocation assistance will be offered to homeowners and business owners affected by the proposed project and will consist of potential displacee interviews, developing displacee relocation plans, conducting replacement housing valuations, conducting research and offering access to community resources, coordinating, monitoring, and documenting moving and associated relocation activities. Title and escrow support services will track escrows, clear title exceptions, and package sale and purchase agreements to facilitate property conveyance to the Sacramento San Joaquin Drainage District.

The right of way services contract is a two-year agreement that is necessary to fulfill the real estate functions for the SRSEIP. BRI will offer and perform right of way services using an experienced team with expertise in various disciplines to assist WSAFCA in advancing the proposed levee improvements. WSAFCA staff will direct BRI’s work and coordinate right of way service delivery with other consultant and team members working on the SRSEIP.

**Alternatives**

1. Approve a contract award for Bender Rosenthal Inc. for right of way services for $1,228,600; authorize an additional $122,860 in contingency funding for contract amendments; authorize the General Manager to approve contract amendments and to redirect up to 10% of a budgeted line item to another item in the Scope of Work budget with staff recommendation.

2. Approve a Contract award for BRI for right of way services for $1,228,600 and authorize the General Manager to approve a (10%) contingency for up to $122,860 without providing the General Manager with delegated authority to redirect funds from one line item to another.

3. Not approve staff’s recommendation to award a contract to Bender Rosenthal Inc. This alternative is not recommended because of the need to initiate right of way services as a prerequisite for real estate property appraisal and acquisition for the proposed levee improvement. Delay in retaining right of way services at this time will delay the beginning of SRSEIP construction.
Coordination and Review
This report was coordinated with WSAFCA and legal counsel for WSAFCA.

Budget/Cost Impact
The right of way services contract with Bender Rosenthal Inc., in the amount of $1,228,080 will be funded by a combination of property flood assessment revenue, 2011 bond proceeds, and the State of California funding of Proposition 1e or Proposition 84 bond proceeds via the Department of Water Resources Early Implementation Program. WSAFCA successfully entered into a Design Funding Agreement with the State Department of Water Resources in October, 2009 and an amendment to that funding agreement was approved in January 2012. Initially the State will fund 50% of the design costs (including right of way services) and will “true up” these costs once a cost share percentage has been established for building the Sacramento River Southport Early Implementation Project. The final State/WSAFCA cost sharing proportion will be formalized into a Construction Funding Agreement after the project Environmental Impact Report has been certified by the WSAFCA Board.

ATTACHMENT
Attachment 1: Contract for Appraisal, Acquisition, Relocation and Related Services
Attachment 2: WSAFCA Project Map
CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES (Contract) is made on October 11, 2012, by and between the WEST SACRAMENTO AREA FLOOD CONTROL AGENCY (“WSAFCA”), and Bender Rosenthal, Inc. (“Consultant”).

WITNESSETH:

WHEREAS, WSAFCA desires Appraisal, Negotiation and Acquisition and Relocation Services for the Southport Early Implementation Project (SRSEIP);

WHEREAS, the Consultant has presented a proposal for such services to WSAFCA, dated June 25, 2012, and is duly licensed, qualified and experienced to perform those services;

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

1. SCOPE OF SERVICES:
   A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in the Work Scope, attached hereto and incorporated herein by this reference as Exhibit “A”. This Contract and its exhibits shall be known as the “Contract Documents.” If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.
   B. Consultant enters into this Contract as an independent contractor and not as an employee of WSAFCA. The Consultant shall have no power or authority by this Contract to bind WSAFCA in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the WSAFCA. WSAFCA shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.
   C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT:
   A. The services of Consultant are to commence upon execution of this Contract by WSAFCA, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as Exhibit “B.”
   B. Consultant’s failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

3. COMPENSATION:
   A. The Consultant shall be paid monthly for the actual fees, costs and expenses but in no event shall total compensation exceed One Million, Two-hundred and Twenty-eight Thousand and Sixty Dollars ($ 1,228,060), without WSAFCA’s prior written approval.
   B. The Consultant shall be paid upon submittal of monthly billings showing progress in the completion of the tasks for that month. Consultant shall furnish WSAFCA with invoices for all expenses

(00954757)
as well as for all materials authorized by this Contract. If Consultant’s performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant’s failure to perform in conformity with the Schedule of Performance is a documented result of WSAFCA’s failure to conform to the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of WSAFCA, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section

4. TERMINATION:
A. WSAFCA may temporarily suspend or terminate this Contract, at no additional cost to WSAFCA, provided that the Consultant is given written notice of temporary suspension or termination. If WSAFCA gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

B. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to WSAFCA for damages sustained by WSAFCA by virtue of any breach of this Contract by Consultant, and WSAFCA may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due WSAFCA from Consultant is determined.

C. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4B. Upon termination, WSAFCA shall be entitled to all work, including but not limited to, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:
Amendments, changes or modifications in the terms of this Contract shall be in writing and may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:
Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by WSAFCA in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

7. PROPERTY OF WSAFCA:
A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the WSAFCA, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the WSAFCA shall be entitled to, and the Consultant shall deliver to WSAFCA, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant’s privileged information, as defined by law, or Consultant’s personnel information, along with all other property belonging exclusively to the WSAFCA which is in the Consultant’s possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the “Work”) to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of WSAFCA.
8. **COMPLIANCE WITH LOCAL LAW:**
   Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

9. **WARRANTIES AND RESPONSIBILITIES - CONSULTANT:**
   A. Consultant agrees and represents that it is qualified to properly provide the services set forth in Exhibit “A” in a manner which is consistent with the generally accepted standards of Consultant’s profession.
   B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.
   C. Consultant shall designate a project manager who at all times shall represent the Consultant before WSAFCA on all matters relating to this Contract. The project manager shall continue in such capacity with WSAFCA unless and until he or she is removed at the request of the WSAFCA, is no longer employed by Consultant, or is replaced with the written approval of the WSAFCA, which approval shall not be unreasonably withheld.

10. **SUBCONTRACTING:**
    None of the services covered by this Contract shall be subcontracted without the prior written consent of WSAFCA, which will not be unreasonably withheld. Consultant shall be as fully responsible to WSAFCA for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. **ASSIGNABILITY:**
    Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the WSAFCA which will not be unreasonably withheld. However, claims for money due or to become due Consultant from WSAFCA under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to WSAFCA.

12. **INTEREST IN CONTRACT:**
    Consultant covenants that neither it, nor any of its employees, agents, contractors, and subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the WSAFCA’s conflict of interest code in accordance with the category designated by the WSAFCA, unless the WSAFCA Manager determines in writing that Consultant’s duties are more limited in scope than is warranted by the category designated by the WSAFCA code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the WSAFCA conflict of interest code if, at any time after the execution of this Contract, WSAFCA determines and notifies Consultant in writing that Consultant’s duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the WSAFCA.

13. **MATERIALS CONFIDENTIAL:**
All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of WSAFCA, except by court order.

14. LIABILITY OF CONSULTANT-NEGligence:
Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant’s profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. WSAFCA shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:
Consultant shall indemnify, defend, and hold harmless WSAFCA, its officers, officials, agents, and employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys’ fees, to the extent actually caused by negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Consultant except such loss or damage which was caused by the sole negligence, or willful misconduct of WSAFCA. The provisions of this paragraph shall survive termination or suspension of this Contract, and shall be in full force and effect until the expiration of the longest limitations period or statute of repose applicable to Consultant’s services and performance under the Contract.

16. CONSULTANT TO PROVIDE INSURANCE:
A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of WSAFCA as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best’s rating of no less than A:VII.
B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish WSAFCA with original endorsements effecting coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements may be on forms provided by WSAFCA. As an alternative to WSAFCA’s forms, the Consultant’s insurer may, subject to the approval of WSAFCA, provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Section. The Consultant agrees to furnish one copy of each required policy to WSAFCA, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by WSAFCA shall not relieve or decrease any liability of Consultant.
C. In the case of the professional liability insurance required by this Section, the Consultant’s insurer must provide a complete, certified copy of the policy.
D. In addition to any other remedy WSAFCA may have, if Consultant fails to maintain the insurance coverage as required in this Section, WSAFCA may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and WSAFCA may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.
E. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits except after thirty (30) days’ prior written notice by mail, has been given to WSAFCA.
F. Any deductibles, aggregate limits, pending claims or lawsuits which may diminish the aggregate limits, or self-insured retentions, must be declared to, and approved by, WSAFCA.

G. Aggregate Limits/Impairment
   If any of the above-required insurance coverages contain annual aggregate limits, Consultant must give WSAFCA notice of any pending claim or lawsuit which may diminish the aggregate. Consultant must take steps to restore the impaired aggregates or provide replacement insurance protection. WSAFCA has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect WSAFCA’s protection are allowed without WSAFCA’s prior written consent.

H. The requirement as to types, limits, and WSAFCA’s approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

I. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to WSAFCA. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by WSAFCA as a material breach of this Contract.

J. Worker’s Compensation and Employer’s Liability Insurance.
   1. Worker’s Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker’s Compensation and Employer’s Liability Acts, including Longshoremen’s and Harbor Worker’s Act (“Acts”), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

   2. The insurer shall agree to waive all rights of subrogation against WSAFCA for losses arising from work performed by the Consultant.

K. Comprehensive General and Automobile Liability Insurance.
   The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than $1,000,000.00 per occurrence.

   The comprehensive general liability insurance and the automobile liability insurance coverages shall also include, or be endorsed to include, the following:

   1. Provision or endorsement naming WSAFCA and each of its officers, employees, and agents, as additional insured in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to WSAFCA, its officers, officials, employees or volunteers.

   2. Provision or endorsement stating that for any claims related to this project, the Consultant’s insurance coverage shall be primary insurance as respects WSAFCA, its officers, officials, employees and volunteers to the extent WSAFCA is an additional insured. Any insurance or self-insurance maintained by WSAFCA, its officers, officials, employees or volunteers shall be in excess of the Consultant’s insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.
3. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the WSAFCA, its officers, officials, employees, or volunteers.

4. Provision or endorsement stating that the Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

5. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Consultant under the Contract, including, without limitation, that set forth in Section 15, Indemnity and Litigation Costs.

L. Professional Liability.

The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than $1,000,000 per claim.

17. MISCELLANEOUS PROVISIONS:

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person’s race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by WSAFCA and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract and the Contract Documents constitute the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

WSAFCA: WSAFCA
1110 West Capitol Avenue,
West Sacramento, California 95691

Consultant: Bender Rosenthal, Inc.
4400 Auburn Boulevard, Suite 102
Sacramento, California 95841
F. This Contract shall be interpreted and governed by the laws of the State of California.

G. This Contract is entered into in the County of Yolo, California. The place of performance of the services described in this Contract is entirely within the County of Yolo, California. Any action arising out of this Contract shall be brought in the County of Yolo.

H. In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney’s fees and all costs regardless of whether one party is determined to be the prevailing party.

West Sacramento Area Flood Control Agency

By: ____________________________
    William Denton, WSAFCA President

ATTEST:

By: ____________________________
    Ken Ruzich, WSAFCA Manager

APPROVED AS TO FORM:

By: ____________________________
    Jim Day, WSAFCA Attorney

CONSULTANT

By: ____________________________
    Cydney Rosenthal, President
APPENDIX A

RIGHT OF WAY SCOPE OF SERVICES

The following scope is for the Right Of Way (ROW) Planning and Management, Appraisal, Appraisal Review, Acquisition, Relocation Assistance, and Title/Escrow Support. DWR Coordination and Additional Acquisition Support are listed as optional services.

Task 1 - ROW Planning and Management

BRI will develop and implement a ROW Project Management Plan, which will include a work scope, schedule, cost estimates, risk analysis and property owner communication plan for the proposed Sacramento River Southport Early Implementation Project (SRSEIP). The ROW Project Management Plan will provide background information for the Real Estate Requirements Plan and will be used to guide ROW services.

BRI staff will attend bi-weekly Right of Way Coordination meetings with WSAFCA staff to coordinate right of way activities. The ROW Coordination meeting may include various disciplines working on the SRSEIP to implement the ROW Project Management Plan, identify strategies, and resolve potential acquisition and relocation problems.

BRI’s project manager will schedule and conduct weekly meetings with right of way agents, appraisers and relocation agents to direct BRI’S ROW activities.

BRI will coordinate with WSAFCA staff to schedule and arrange initial property owner meetings to introduce the ROW team and present the services that may be provided.

Deliverables:

- ROW Project Management Plan.
- ROW Communications Plan and materials
- Provide written and oral monthly progress updates to WSAFCA staff.
- ROW Agenda support and Meeting minutes
- Initial Property Owner Meetings and File documentation (on a time and materials basis or up to 65 owners)

Task 2 - Appraisal Services

BRI will develop complete appraisals for the Project that will state the estimated fair market value of the fee simple interest in each referenced property. The appraisal reports will be summary appraisal reports that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. To maintain appraisal consistency among like parcels (agricultural, residential and other similar uses) BRI shall assign appraisers by property types, adjacency and/or other agreed upon classification.
Plats and Legal descriptions for each of the properties to be appraised will be provided to BRI by WSAFCA or their consultants.

**Deliverables:**

- Appraisals for up to 101 parcels.
- Up to 10 Crop Damage Analyses

**Assumptions:**

- Staking will be provided by Mark Thomas & Company
- WSAFCA will be the condemning authority.
- Right of Way Appraisal maps, provided upon receipt of plats/legals.
- No aggregate mining appraisals will be required.
- No Oil and Gas lease appraisals will be required
- FF&E, if required, will be processed through a sub-consultant and billed actual costs plus 10%. No budget has been included in this scope.
- Goodwill Valuations, if required, will be processed through a sub-consultant and billed actual costs plus 10%. No budget has been included in this scope.

**Task 3 - Independent Appraisal Review**

BRI will contract with Mr. Smokey Stover as the independent reviewer for the project. Per Federal regulations, (Uniform Act) a qualified reviewing appraiser shall examine all appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary correction or revisions. In addition, the review appraiser shall certify that the opinion of fair market value is reasonably supported by an acceptable appraisal. Mr. Stover will ensure the appraisals meet all Federal regulations.

**Deliverables:**

- Review certification for Appraisals covering 101 parcels.

**Task 4 - Acquisition Services**

BRI will meet with property owners, offer to explain appraisal, contracts, maps, exhibits or other acquisition related documents and convey documents until acceptance or impasse is reached.

BRI will develop necessary contracts, conveyance documents and escrow instructions necessary to make offers based on WSAFCA’s process.

**Deliverables:**

- Acquisition services covering 101 properties or 65 negotiations.
- Up to 10 tenant agricultural damage settlements.
• Final parcel files for 101 properties or 65 parcel files (organized in a consistent manner for review/audit), which may include (but not limited to):
  • Parcel diary (record of contacts maintained by R/W Agent);
  • Contracts, deeds, escrow instructions, all correspondence related to the file (internal/external contacts) payment information, Final Policy of Title Insurance;
  • Summary memo regarding an impasse.

Assumptions and Limiting Conditions:
• Environmental document is complete.
• Escrow payments and escrow fees are by others.
• Utility coordination, permitting and utility relocation by others.
• Cooperative agreements and memorandums of understanding by others.
• Bilingual communication is included.

Task 5 - Relocation Assistance
BRI will provide relocation assistance to affected residential and commercial property owners. Relocation assistance will consist of property owner interviews, site visits, and developing a relocation package specific to each displacee.

BRI shall develop a relocation plan that will conform to the Uniform Relocation Act and that meets DWR requirements.

Deliverable:
• Relocation Plan to DWR/ DGS Standards.
• Relocation Housing Valuations to DWR/ DGS Standards.
• Relocation Assistance to DWR/ DGS Standards.
• Relocation documentation from ROW/Relocation Agents

Assumptions:
• Relocation assistance to fifteen (15) residents and up to six (6) businesses
• Up to five (5) interim relocations.
• No storage cost of business inventory.
• Standard relocation limited to one displacee.
• Claim for Relocation benefits occur within contract period.
• No Marinas
Task 6 - Title / Escrow Support

BRI will provide title company and escrow support services to WSAFCA to facilitate the real property acquisition necessary for the SRSEIP. BRI shall work with WSAFCA to develop necessary documents for conveyance, escrow instructions and arrange for escrow services for settled property transactions in support of the SRSEIP. Title and escrow support services may include but not be limited to the following:

1. Upon opening escrow Prepare and fax Request for Invoice and Demand to the Title Company.
2. Copy and forward a copy of escrow, grant deed, and purchase agreement to WSAFCA for “acceptance” of the agreement. WSAFCA to forward to BRI and BRI will forward to Title Company.
3. BRI will coordinate escrow closure with Title Company to include the following:
   a. Request payment from WSAFCA for transaction amount;
   b. Deposit said funds into escrow with Title Company;
   c. Assist Title Company, when necessary, in securing required documentation for title exception clearance;
   d. Ensure Final Policy of title Insurance reflects escrow instructions;
4. Include escrow status in monthly r/w project status report to WSAFCA Team.
5. Receive executed purchase agreement from WSAFCA. Forward an executed copy to property owner.
6. Prepare transmittal to forward closed file to WSAFCA Project Manager.

Deliverable:

- Escrow Packages and transaction deposits to Title Company;
- Review and approve Final Policy of Title Insurance for final parcel file submittal to WSAFCA;
- Monthly accounting of new escrow accounts, escrow closings, and updated/current title reports.

Assumptions:

- WSAFCA will contract with Escrow Company with direct pay for title and escrow services.

Task 7 – DWR Coordination Pre-Acquisition (Optional)

BRI will work with the WSAFCA staff to develop DWR approved work plan and quarterly reporting to meet State funding and program requirements. Work Plan and quarterly reports to be developed by WSAFCA, BRI to provide support information for up to six plans.
Task 8 - DWR Coordination post acquisition (Optional)

BRI will provide support to WSAFCA with DWR administrative and project requirements and regulations necessary to secure Prop.1E reimbursement for portions of the project compliance.

Possible Deliverables:

- Jointly develop and update up to 6 DWR Quarterly Work Plan and up to 6 Quarterly Progress Reports (Right of Way portion only). BRI to provide supporting data for reports with report development by others.
- Meeting with DWR Real Estate staff to coordinate appraisal, acquisition, and condemnation activities and resolve problems. (Up to 20 mtgs).
- Prepare up to 65 final acquisition accounting packages for DWR re-imbursement. These include:
  - Plat and Legal
  - Appraisal
  - Acquisition Documents
  - Relocation Housing Valuation
  - Resolution of Necessity Documentation
  - Memorandum of Settlement
  - Reimbursement Dollar Summary
- Up to 20 final relocation accounting packages for DWR re-imbursement
- Transfer final title from WSAFCA to DWR

Assumption:

- WSAFCA will prepare all invoices and track all DWR payments
## APPENDIX B

### SCOPE OF WORK BUDGET

<table>
<thead>
<tr>
<th>Task 1 - ROW Planning and Management</th>
<th>Budget</th>
<th>Start date</th>
<th>Completion date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management Plan</td>
<td>$20,225</td>
<td>10/2012</td>
<td>11/14/2012</td>
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<tr>
<td>Communications. Plan</td>
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<td>BRI ROW Mtgs (50)</td>
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<td>RE/ROW Mtgs (48)</td>
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<td>Team Coordination / Project Updates</td>
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<tr>
<td><strong>Task 1 subtotal</strong></td>
<td>$177,895</td>
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</tbody>
</table>

| Task 2 - Appraisal Services         |        |            |                 |
| Appraisals (101 parcels)            | $397,710| 2/2013     | 8/2013          |

| Task 3 - Appraisal Review           |        |            |                 |
| Review (65 Parcels, $1,300 each)    | $84,500 | 3/2013     | 10/2013         |

| Task 4 - Acquisition Services       |        |            |                 |
| Acquisitions (65 Total)             | $304,300| 5/2013     | 5/2014          |
| Agricultural Tenant Agreements (10 Total) | $21,000| 5/2013     | 5/2014          |
| **Task 4 subtotal**                 | $325,300|            |                 |

| Task 5 - Relocation                 |        |            |                 |
| Replacement Housing Val.            | $30,375 | 5/2013     | 6/2013          |
| Residential Relocation Assistance (15) | $72,000| 5/2013     | 6/2014          |
| Interim Residential Relocation Assistance (5 total) | $26,325| As necessary | |
| **Task 5 subtotal**                 | $183,780|            |                 |

| Task 6 - Title and Escrow Support (65 Total) | $58,875 | 3/2013 | 11/2014 |

**Total (contracted services)**: $1,228,060
### Optional ROW Services

<table>
<thead>
<tr>
<th>Task 7 - DWR Coordination</th>
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<tbody>
<tr>
<td>Quarterly Reporting</td>
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<td>DWR Meetings</td>
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<table>
<thead>
<tr>
<th>Task 8 - DWR Coordination post acquisition</th>
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<td>Post-Acquisition Activity (20 mtgs)</td>
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<td>Final Accounting Packages (65)</td>
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<td>Final Relocation Packages (20)</td>
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<tr>
<td>Title Transfer</td>
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</table>

Total Optional Services $ 392,500
Attachment B

These Tasks assume a 24 month contract duration.

**Appraisal Reviews suggested for parcels with FMV at or over $25,000

The following are the assumptions behind the budget:

1. Full documentation to Federal and State standards for all tasks.
2. No expert witness testimony.
3. BRI's project manager has flexibility to adjust budgeted line items within each task and may adjust the budget by up to 10% between tasks. Adjustments beyond 10% of the total contract amount must be requested in writing to the WSAFCA project manager and may require a contract amendment.
4. No Coordination with State or Federal right of way departments, other than listed in scope.
5. This fee assumes that no significant structures or improvements will be acquired.
6. Any external audit support will be billed on a time and material basis, as well as the following:
   a. A change in engineering once the acquisition process has begun.
   b. Addition of a parcel.
   c. Addition of easements, or other property rights.
   d. Any additional professional expertise.

Below are BRI’s standard 2012 rates for additional services required. These costs may vary depending on changes in the scope in work:

Stephen A. Rosenthal, MAI $200/hr.*
Cydney G. Bender, MAI $200/hr.*
David Wraa, MAI $200/hr.*
Steve Parent, MAI $200/hr.*
Bob Morrison $200/hr.
Senior Project Manager (Debbie Moreno) $150/hr.
Quality Control Auditor (Debbie Moreno) $150/hr.
Senior Appraiser $125/hr.
Relocation Specialist (Tony Sierra) $135/hr.
Senior Acquisition Agent $115/hr.
Acquisition Agent $105/hr.
Appraiser $100/hr.
Coordinator (Rebekah Green) $95/hr.
Other Associated Professional Staff $90/hr.
Researchers $75/hr.
Administrative/Production $65/hr.

*$400 per hour for court or briefing preparation, depositions, any pre-trial conferences, court appearances, etc., should these become necessary. Fees will remain unchanged for the two year duration of this contract. Thereafter, fees will increase 4% every two years or based on BRI's existing rates.
City of West Sacramento

WSAFCA Flood Risk Reduction Projects

Legend
- Levee Alignment
- City of West Sacramento EIP Sites
- USACE Slip Repair
- USACE Sac Bank Setback Levee Project
- Delta Levee Stability Program

November 12, 2010

City of West Sacramento EIP Sites

Delta Levee Stability Project
Station 126+50 to 162+00

2008 Construction
I Street Bridge South Station
Station 194+25 to 199+57

2011 Construction
Sacramento River - Southport Early Implementation Project
Station 332+66 to 130+00

2011 Construction
CHP Sacramento By-Pass Levee
Station 0+00 to 64+50

2011 Construction
The Rivers - Station 71+50 to 101+25

2009 Construction
Slip Repair #1
Station 104+73 - 118+50

2013-2014 Construction
Sacramento River - Southport Early Implementation Project
Station 332+66 to 130+00

2011 Construction
Slip Repair #2
Station TBD

Main Drain Pumping Plant

Deep Water Ship Channel

Deep Water Ship Channel West Levee
(Navigation Levee)

Deep Water Ship Channel East Levee

Sacramento Weir

Sacramento Bypass Levee

Yolo Bypass Levee

Port North Levee

Pioneer Memorial Bridge

Port South Levee

Sacramento River South Levee

Sacramento River North Levee

Tower Bridge

Inset

Sacramento River

Delta Levee Stability Project
Station 126+50 to 162+00

USACE Sac Bank Setback Levee Project
Station 295+00 to 320+00

RM 63

RM 64

RM 60

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RM 1

Sacramento River
OBJECTIVE
The objective of this report is to gain the West Sacramento Area Flood Control Agency (WSAFCA) Board of Directors’ approval to submit an application to the California Department of Water Resources (DWR) for a grant of directed funding to prepare the Lower Sacramento/Delta North Regional Flood Management Plan.

RECOMMENDED ACTIONS
Staff respectfully recommends that the WSAFCA Board:
1. Approve Resolution 12-10-1, as required by DWR as part of the grant application for directed funding for the Lower Sacramento/Delta North Regional Flood Management Plan.
2. Authorize the General Manager or his designee to file the grant application with DWR on behalf of the WSAFCA Board.

BACKGROUND
The Central Valley Flood Protection Board adopted the 2012 Central Valley Flood Protection Plan (CVFPP) on June 29, 2012. The 2012 CVFPP is a statewide investment approach for flood risk reduction, ecosystem conditions and economic sustainability, while recognizing the financial challenges faced by government agencies. The Plan was prepared in response to requirements of the Central Valley Flood Protection Act, enacted by Senate Bill 5 in 2007.

The first step in implementing the 2012 CVFPP is developing Regional Flood Management Plans (RFMP). RFMP’s will be developed through a partnership with DWR and local agencies to:
- Identify and prioritize proposed flood system improvements and non-structural actions (such as flooding incident response plans, post-incident recovery plans, public education, etc.) that build upon system-wide and regional flood risk management information in the CVFPP;
- Develop a more detailed regional investment plan; and
- Establish the basis for funding projects and programs under Proposition 1e and Proposition 84 bond acts.

The RFMP process entails a large commitment of time and resources by local agencies. The DWR will provide directed grant funding to a single local agency in each of the planning regions to offset the cost of preparing each regional plan. The DWR is expected to publish final guidelines soon for the grant application process and criteria that will be used to award directed funds, along with local agency requirements for the content and conclusions of the RFMP.

WSAFCA staff and consultants have coordinated with the other local agencies in our region about grant administration and planning process governance. The local agencies have agreed to have WSAFCA designated as the grant applicant for the Lower Sacramento/Delta North Regional Flood Management Plan area and that a central committee of several agencies within the region will be established to oversee the grant and coordinate development of the Regional Plan.

ANALYSIS
WSAFCA staff and consultants are coordinating closely with local stakeholders to draft the directed funding application package. As part of the grant application package, DWR requires a Local Agency Resolution that shows the commitment of the WSAFCA, local agencies and other stakeholders in the region to collaboratively develop the RFMP, and that authorizes WSAFCA to apply for grant funds. As previously stated, the local agencies in our region have selected WSAFCA to be the grant applicant and funding administrator for the Lower Sacramento/Delta North Regional Flood Management Plan area.

Alternatives
1. Approve Resolution 12-10-1 and authorize the General Manager or his designee to prepare and submit an application to DWR for a directed grant of funds to reimburse the costs of all activities necessary to conduct the regional flood management planning process and prepare the Lower Sacramento/Delta North Regional Flood Management Plan.
2. Deny Resolution 12-10-1 and decline to authorize the General Manager or his designee to prepare and submit an application to DWR for a directed grant of funds to reimburse the costs of all activities necessary to conduct the regional flood management planning process and prepare the Lower Sacramento/Delta North Regional Flood Management Plan. This alternative is not recommended because of the need to obtain a directed funding grant as an essential prerequisite to the Lower Sacramento/Delta North RFMP.

Coordination and Review
This report was coordinated with WSAFCA staff and flood protection program management consultants.

Budget/Cost Impact
This action will defray costs of administering and participating in DWR's regional flood management planning process. While an estimate of these costs was not available at the time this staff report was prepared, the anticipated scope of work, technical complexity, geographic and topical range, and extensive agency and stakeholder involvement will probably require funding in excess of $1 million from DWR to complete the Lower Sacramento/Delta North Regional Flood Management Plan.

ATTACHMENT
WSAFCA Resolution 12-10-1
RESOLUTION NO. 12-10-01

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE WEST SACRAMENTO AREA FLOOD CONTROL AGENCY
AUTHORIZING SUBMISSION OF A GRANT FUNDING APPLICATION FOR THE
LOWER SACRAMENTO and DELTA NORTH
REGIONAL FLOOD MANAGEMENT PLANNING

WHEREAS, the West Sacramento Area Flood Control Agency proposes to prepare a Regional Flood Management Plan in collaboration and coordination with interested parties in the Lower Sacramento and Delta North Region; and

WHEREAS, the West Sacramento Area Flood Control Agency is a California Local Public Agency with responsibility for flood management in the area protected by the facilities of the State Plan of Flood Control and is willing to participate in, coordinate, and collaborate with other interested parties in the region that are participating in the development of their Regional Flood Management Plan; and

WHEREAS, the West Sacramento Area Flood Control Agency intends to apply for a grant from the California Department of Water Resources to reimburse the costs of all activities necessary to conduct the regional flood management planning process and prepare the Lower Sacramento/Delta North Regional Flood Management Plan;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the West Sacramento Area Flood Control Agency as follows:

1. That pursuant and subject to all of the terms and provisions of the California Proposition 1E "Disaster Preparedness and Flood Prevention Bond Act of 2006" Bond Law, application by this Agency be made to the California Department of Water Resources to obtain funding for preparation of the Flood Management Plan for the Lower Sacramento and Delta North Region.

2. The West Sacramento Area Flood Control Agency General Manager is hereby authorized and directed to prepare the necessary data, make investigations, sign, and file such application with the California Department of Water Resources, and take such other actions as necessary or appropriate to apply for and obtain the grant funding.

PASSED AND ADOPTED by the Board of Directors of the West Sacramento Area Flood Control Agency on the 11th day of October, 2012 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

[Signatures]

William Denton, President/Chairman

Attest:
Flood Protection Progress Report

September 26, 2012

FINANCE

2012/13 Flood Assessment - Nothing new to report this period.

PROJECTS

2011 EIP the Rivers Phase 1 Site – Negotiations are continuing with the WUSD on settling title related to Riverbank Road. Determination of The River’s property qualification for Phase I assessment services through the EPA grant is still pending. The Rivers Riparian Mitigation construction is ongoing, with completion of invasive vegetation clearing and installation of sedimentation controls. Execution of a DWR license to install a water supply connection to the DWR MA4 yard is expected in early October. The Assistant Secretary of the Army Darcy on has denied the city’s request for waiver of Section 221 requirements to enable federal credit for The Rivers EIP. Staff is evaluating response to this unfortunate outcome and will report on progress.

2011 EIP the CHP Academy Site – The Assistant Secretary of the Army Darcy on has denied the city’s request for waiver of Section 221 requirements to enable federal credit for The Rivers EIP. Staff is evaluating response to this unfortunate outcome and will report on progress.

2013 EIP Project – Sacramento River – Southport Early Implementation Project –

Environmental Documentation: Field work for wetland delineation in potential borrow sites and drainage ditch upgrade sites is complete. ICF vegetation inventory is continuing. The second AD EIS/EIR will be submitted to reviewing agencies on October 5th.

The process to obtain the necessary approvals from the various resource agencies has begun. The wetland delineation, necessary for the Clean Water Act Section 404 permit, is being drafted. WSAFCA staff is reviewing the draft wetland delineation. We are also working with USACE to determine the Area of Potential Effect (APE) for the project in order to determine the potential impact on historical & cultural resources, which is necessary for the National Historic Preservation Act Section 106 permit. Staff and ICF are also working with USFWS and NMFS to begin consultation under Section 7 of the Endangered Species Act.

Utility Relocation Nothing new to report during this period.

Real Estate Services: Staff completed contract negotiations with Bender Rosenthal Inc., the selected firm for appraisal, negotiation, and relocation (right of way) services; staff recommends that Bender Rosenthal Inc. be awarded a contract for right of way services for the South River Southport EIP.

Environmental (hazardous substances) Site Assessment Services – SCS Engineers completed the corridor assessment and has drafted a Phase II work plan for soil testing on 65 agricultural properties. Most of the environmental hazardous testing will be shallow sub-surface testing for agricultural chemicals. A second mailing for Right of Entry documents was mailed out on September 24th for SCS Engineers to schedule the soil sampling for October. Staff is also directly contacting property owners to permission to conduct the limited soil sampling.

Surveying Services – Mark Thomas and Company (MTCo) continues working on the base map for the SRSEIP; approximately 50% complete. All field work for the base map will be completed in September. MTCo will commence mapping known easements in October.
**Engineering Design:** The Segment B Value Engineering Study nearly complete and final results have received BOSC and regulatory concurrence. The results of these evaluations was presented to the WSAFCA Board during its monthly public meeting on September 13th, along with recommended action to complete 65% design in Segment B. The VE study included investigations of technical feasibility, evaluations of delivery costs and cost-share consequences, regulatory acceptability and efficacy in minimizing private property impacts associated with relief wells, partially penetrating cutoff walls, refined seepage berm widths, adjusted levee patrol access and utility right-of-way configurations, and refined real estate cost estimates. The project team met with Segment B property owners that may be affected by the study results before the September Board meeting to provide information about study implications. The meeting will also include discussion of property owner preferences for local roadway access, intended to minimize impacts on house sites as allowed by City roadway standards and where compatible with development, operation and maintenance of flood protection features. Staff has followed up with Segment B property owners on the proposed Village Parkway alignment and replacement driveway access to their properties post project. Staff also gave telephone briefings to other effected property owners.

Technical discipline, integrated team and executive coordination meetings are conducted each week to keep the project moving forward. One topic of continuing effort is evaluation of local sources of borrow material for levee and seepage berm construction. Consideration of borrow sources is now a primary critical path item due to the large volume of material needed, high costs/impacts of transporting materials via roadways, potential to impact land development and uses, complexities of synchronizing harvest and delivery of materials with construction phasing, and limited availability of sites that can provide materials suitable for project construction. Other ongoing investigations include alternative solutions for local roadway access, interior drainage and conveyance of dry season water supply from a relocated RD 900 intake on the Sacramento River.

65% design development is contingent upon the early concurrence of USACE, DWR and CVFPB regulators on several technical approaches to solve problems associated with the particular circumstances of the Southport EIP. The project design team consultation with regulators will continue as design progresses.

**Public Outreach:** Staff continues to experience requests for information from the public and is committed to providing that information in a complete, accurate, and timely manner.

**State EIP Funding Agreements** – Nothing new to report in this period.

**USACE General Reevaluation Report** – Sacramento District staff continue their efforts to implement the recent HQ national planning directive intended to streamline and accelerate the feasibility study process. The District GRR team is evaluating scope adjustments to realign the study with the new feasibility study directive, while continuing work on “no-regrets” components of the study and refine project alternatives to achieve the tentative completion date is in mid-2014. The next action needed to reset the GRR scope and schedule is a District/Division/Headquarters Planning Charette, tentatively scheduled in November.

The re-scoping the study will determine the level of detail and format for design (limited basic layouts and cross sections) and cost estimates. The District has implemented a senior-level Project Advisory Team routine to provide guidance during the planning process transition and support for expedited completion. Eric Nagy has been designated as the Project Champion for the West Sacramento GRR.
WSAFCA, DWR and HDR staff are preparing a response to USACE demand for a cash payment of $427,720. The next monthly interagency GRR coordination meeting will be held on September 26th.

**Sac Bank Setback Levee Project** – The USACE and the contractor have completed testing of the cut off wall to determine compliance with the required specifications. USACE is expected to release the conclusions of this assessment shortly. Staff has been working with the USACE and the contractor to try and minimize the projects effect on residents. South River Road will remain closed throughout the duration of the project. USACE has stated that the project will be completed in late fall 2012.

**South Cross Levee Certification** – WSAFCA staff is supporting RD900’s request to USACE Sacramento District to certify the privately owned South Cross Levee as a federal project levee. Certification will make the levee eligible for funding post-failure repairs under the federal PL84-99. Present efforts are focused upon activities to bring the levee into compliance with the USACE standards for vegetation, utility and other encroachments on levees. Staff has solicited proposals for consultant services to complete design documentation for USACE certification and process regulatory permits to enable removal/relocation or removal/mitigation for Valley elderberry bushes from the levee. The target for presenting professional services contracts to the WSAFCA Board is the November Board meeting.

**PUBLIC RELATIONS**

Crocker & Crocker have been working closely with City staff to create strategies, agendas for public meetings, outreach materials for all active projects (construction and design) and numerous media contacts and content releases. Staff has coordinated with C&C to develop two promotional videos using time-lapsed video of the CHP Academy EIP construction, the Mayor and Michael Bessette as on-screen talent. The videos have been posted to the Flood Program website, at: [http://www.cityofwestsacramento.org/city/flood/default.asp](http://www.cityofwestsacramento.org/city/flood/default.asp)

**FLOOD INSURANCE**

**Community Rating System (CRS)** – Staff received notice from the ISO representative that the City’s re-certification package is due on September 15th. Staff anticipates remaining a Class 8 CRS community at this time.

**FLOOD PLAIN ADMINISTRATION**

**Floodplain Management Ordinance with Levee Protection Area** – Staff believes the Levee Protection Area (LPA) may be implementable through the City’s existing Grading Code, Chapter 15.08 of the City’s Municipal Code. Staff is coordinating with the City Manager and the City Attorney’s office to confirm the feasibility of this approach. If this approach is determined to be feasible, staff intends to remove LPA from the proposed changes, modify the proposed revisions, and bring the proposed changes back to the City Council in the first quarter of 2013.

**Liberty** – Coordination and information sharing between staff and the property owner’s subdivision consultant is continuing. Representatives of the property owner have re-evaluated their earlier comments on levee design and proposed configuration for Village Parkway in light of recent geotechnical investigations by BCI, and have submitted a revised input document. The material is under review by the HDR design team. The next meeting with Liberty project representatives is scheduled for October 15th.
EMERGENCY PREPAREDNESS

**DWR Flood Emergency Response Projects Grant** – DWR will be soliciting applications for grant money later this year. While the final grant guidelines have not yet been published, staff has collected ideas to include in a possible grant application, and anticipates applying for the grant in order to develop a flood safety plan. The flood safety plan would include an evacuation plan and a flood fight plan. DWR staff has stated that the final grant guidelines should be posted in late spring or summer. As of 8/16, the grant guidelines have not been published.

**Emergency Preparation/Flood Season Coordination** – The upcoming Flood Season coordination meeting will be scheduled and held in November.

COORDINATION WITH OTHER ACTIVITIES

**Central Valley Flood Management Planning Program** – Public Works staff is presently engaging DWR, SAFCA, Sacramento County, Solano County, Yolo County and Reclamation Districts within the Lower Sacramento and Delta-North regions to establish the partnership framework, study scope and a DWR funding application for the Lower Sacramento/Delta North Regional Flood Management Plan (RFMP). The RFMP will be led by local partners to identify and prioritize proposed flood system improvements that build upon regional flood risk management information published in the CVFPP and develop more detailed regional information. Meetings with local lead agencies and program advisors are ongoing to determine the scope and budget of the directed funding application and framework for engaging local and NGO stakeholders. The next meeting of the Yolo County stakeholder group, called the Lower Sacramento River Floodplain Coordinating Committee, is scheduled for October 3rd. As authorized by the WSAFCA Board on September 13th, staff has executed a professional services contract with HDR Engineering to prepare the DWR funding grant application.

**West Side IRWMP** – DWR is overseeing the West Side Integrated Regional Water Management Plan, which includes Yolo, Solano and Napa Counties. The present stage of the planning process is setting the priority of proposed projects within the planning region. WSAFCA staff submitted eight projects associated with the West Sacramento Levee Improvement Program on August 1st and will work with DWR consultants to refine project descriptive information.

**FEMA Remapping** – Nothing new to report in this period.

**Folsom Dam Joint Federal Project Water Control Manual Update** – Nothing new to report in this period.

**General Plan Update** – Nothing new to report in this period.

**Yolo County Natural Heritage Program** – Nothing new to report in this period.

**SRCSD South River Pump Station** – SRCSD performed additional analysis of the impacts of their proposed South River Pump Station Flood Protection Project on the Sacramento River levee. Staff has completed review of the report and determined that the proposed ring levee project will not adversely affect levee and ancillary features that protect West Sacramento.

**City Efforts to Address Homelessness** – Flood protection staff has been contacted to assist the City’s efforts to reduce illegal camping. The current focus area is along the Sacramento River south of the Broderick Boat Ramp. City staff would like to remove vegetation from the area, up to a height of 15 feet, in order to make the area less attractive to illegal camping. Removing
vegetation and other work in this area may be subject to approval by a variety of agencies e.g. US Fish & Wildlife Service, California Department of Fish & Game, State Lands Commission, and others. Flood protection staff met with RD 900 and City staff to determine agency jurisdictions and vegetation management requirements, and have identified strategies to move forward.

**NEXT WEEK - FUTURE**

- September 26th - Monthly GRR Team
- October 3rd - Lower Sacramento River Floodplain Coordinating Committee
- October 11th - WSAFCA Board