AGENDA
WEST SACRAMENTO AREA FLOOD CONTROL AGENCY
REGULAR MEETING OF A JOINT POWERS AUTHORITY OF THE CITY OF WEST SACRAMENTO, RECLAMATION DISTRICT 900, AND RECLAMATION DISTRICT 537
NOVEMBER 16, 2023

Tom Ramos, Chair (RD 537)

Norma Alcala, Vice Chair (City) Verna Sulpizio Hull, Director (RD 900)

Greg Fabun, General Manager/Secretary
Ralph Nevis, Agency Attorney

9:30 AM CALL TO ORDER

The meeting will be held at City Hall, City Council Chambers, 1110 West Capitol Avenue, West Sacramento

Materials related to the items on this Agenda are available for review and download at https://www.cityofwestsacramento.org/government/meetings-agendas/west-sacramento-area-flood-control-agency/-toggle-next7days no later than 72 hours prior to the meeting. Any materials related to the items on this Agenda that are provided to the members of the Board within 72 hours prior to the meeting shall be made available at that same web address for review and download.

If you need special assistance to participate in this meeting, please contact the City Manager's Office Department at 916-617-4500. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting. Assisted listening devices are available at this meeting.

GENERAL ADMINISTRATION – PART I

1A. PRESENTATIONS BY THE PUBLIC ON MATTERS NOT ON THE AGENDA WITHIN THE JURISDICTION OF THE AGENCY. THE AGENCY IS PROHIBITED BY LAW FROM DISCUSSING ISSUES NOT ON THE AGENDA BROUGHT TO THEM AT THIS TIME.

1B. MONTHLY/YTD REVENUE AND EXPENSES

CONSENT AGENDA – PART II

2. CONSIDERATION OF RESOLUTION 23-11-01 AMENDING THE CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET AND APPROVAL OF A PROFESSIONAL SERVICES CONTRACT WITH BENDER ROSENTHAL, INC FOR SACRAMENTO RIVER WEST NORTH LEVEE PROJECT RIGHT OF WAY SERVICES

COMMENT: THIS ITEM SEEKS BOARD APPROVAL OF RESOLUTION 23-11-01 APPROVING AN AMENDMENT TO THE CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET AND CONSIDER AWARD OF A PROFESSIONAL SERVICES CONTRACT TO BENDER ROSENTHAL, INC TO PROVIDE RIGHT OF WAY SERVICES FOR THE WEST SACRAMENTO PROJECT.

3. CONSIDERATION OF APPROVAL OF THE OCTOBER 19, 2023, MEETING MINUTES

REGULAR AGENDA – PART III

4A. WSAFCA PROJECT UPDATES

4B. DIRECTOR COMMENTS

4C. ADJOURN

I, Greg Fabun, General Manager/Secretary of the West Sacramento Area Flood Control Agency, declare under penalty of perjury that the foregoing agenda for the November 16, 2023, meeting of the West Sacramento Area Flood Control Agency was posted on November 9, 2023, in the office of the City Clerk of the City of West Sacramento, 1110 West Capitol Avenue, West Sacramento, CA, and was available for public review.

Greg Fabun, General Manager/Secretary
West Sacramento Area Flood Control Agency

All public materials related to an item on this agenda submitted to the Agency after distribution of the agenda packet are available for public inspection on the City's website at: www.cityofwestsacramento.org. Any document provided at the meeting by staff will also be available to the public. Any document provided at the meeting by the public will be available the next business day following the meeting.

WSAFCA Monthly Cash Flow Report
03-September-2023

	WSAFCA JPA	WSAFCA Cap Projects	STATE Advance Fed Project	Combined	
	i	ii	iv	∑i,iv	
through 9/30/2023	870-0000	871-0000	257-9918	Combined	
Restricted Fund Balance	850,577	1,647,102		2,763,835	
Unassigned Fund Balance	3,002,868	5,628,402		8,365,736	
Revenue	5,868,127	7,306,751	17,596,572	30,771,454	
subtotal	9,721,572	14,582,255	17,596,572	41,901,025	a
Expenditures	1,276,262	5,637,559	14,584,489	21,498,311	b
Cash Position	8,445,310	8,944,696	3,012,083	**20,402,715**	c=a-b

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03-September-2023
Rev Exp Fund 870

	Year to Date FY 2023/24	July 2023	Aug 2023	Sep 2023
1. 870 Fund Balance [Beginning of Period, incl restricted cash]	**8,498,989**	8,498,989	8,498,989	8,489,560
2. CASH RECEIPTS				
4030 Interest/Penalties/Del. Tax	-	-	-	-
4070 Business License Fees	-	-	-	-
4090 Special Tax Assessment	-	-	-	-
4300 Interest-Other	-		-	-
4301 Investment Pool Earnings	-			
4340 Concession Fees	-	-	-	-
4810 Reimbursements	-	-	-	-
4825 Contributions	-	-	-	-
4990 Transfers In	-	-	-	-
3. TOTAL CASH RECEIPTS [∑ 2a thru 2g]	-	-	-	-
4. TOTAL CASH AVAILABLE [Before cash out] (1 + 3)	**8,498,989**	8,498,989	8,498,989	8,489,560
5. CASH PAID OUT (870-9905)				
(a) Operations & Maintenance				
5240 Maintenance Equipment	-	-	-	-
5256 Memberships/Dues	21,677	-	-	21,677
5258 Training/Travel/Meals	-	-	-	-
5259 Special Department Expenses	-	-	-	-
5260 Legal Expenses	1,520	-	-	1,520
5261 Professional Services	25,176	-	9,151	16,026
5269 Official Fees	-	-	-	-
5271 Insurance- Liability	-	-	-	-
5273-Fidelity	-	-	-	-
5520-Structures/Improvements	-	-	-	-
Subtotal (**5a**)	48,373	-	9,151	39,223
(b) Non-Operating				
5310 Contributions to Other Agencies	5,234	-	278	4,956
5330 Taxes/Assessments	-	-	-	-
Subtotal (**5b**)	5,234	-	278	4,956
(c) Transfers Out				
2011 Debt Service	-	-	-	-
2015 Debt Service	-	-	-	-
5422 Interest on Notes	-	-	-	-
5950 Transfer Out	-	-	-	-
Subtotal (**5c**)	-	-	-	-
6. TOTAL CASH PAID OUT (870-9905) [Sum **5a** thru **5d**]	**53,608**	-	9,429.07	44,250
7. 870 CASH POSITION (**4** minus **6**) End of Period	**8,445,381**	8,498,989	8,489,560	8,445,310

03-September-2023
Rev & Exp 871

	Year to Date FY 2023/24	July 2023	Aug 2023	Sep 2023
1. 871 Fund Balance [Beginning of Period, incl restricted cash]	**9,662,831**	9,662,831	9,431,250	9,201,514
2. CASH RECEIPTS				
a) 4300 Interest-Other	-	-	-	-
b) 4301 Investment Pool Earnings	212	-	-	212
c) 4440 Other State Grants	-	(179,310.25)	-	179,310
d) 4810 Reimbursements	-	-	-	-
e) 4899 Other Revenue	-	-	-	-
f) 4990 Transfers In	-	-	-	-
3. TOTAL CASH RECEIPTS [∑ 2a thru 2d]	212	(179,310)	-	179,522
4. TOTAL CASH AVAILABLE (1 + 3)	**9,663,043**	9,483,521	9,431,250	9,381,036
CASH PAID OUT				
(d) CIP (871-9915)				
Prog Mgmt, WO 40010	-	-	-	-
Time Oil, WO 40014	-	-	-	-
North Area EIP Closeout, WO 40018	3,098	-	1,840	1,258
JPA Support, WO 40202	112,012	19,517	46,150	46,346
WSLIP Program Activity, WO 40203	121,342	21,627	44,198	55,517
Southport EIP, WO 41164	264,789	2,178	45,855	216,756
Federal Project, WO 41167	26,936	5,476	10,827	10,633
RFMP 2, WO 41168	5,338	565	4,774	-
SRNWL, WO 41169	176,784	2,909	76,092	97,783
RFMP 3, WO 41171	8,048	-	-	8,048
5. TOTAL CASH PAID OUT [871-9915]	**718,347**	52,271	229,736	436,340
6. 871 CASH POSITION (**4** - **5**) End of Period	**8,944,696**	9,431,250	9,201,514	8,944,696

Report run date: 2018-07-10

03-September-2023
Exp x Vendor x Project

	40010 Prog Mgmt	40014 Time Oil	40018 N/A Close	40202 General JPA	40203 WSLIP	41164 SLIP	41167 Fed Project	41168 RFMP 2	41169 SRWNL	41171 RFMP 3	
Project Expenditure by Month											**Total by Month**
July 2023	-	-	-	19,517	21,627	2,178	5,476	565	2,909	-	**52,271**
August 2023	-	-	1,840	46,150	44,198	45,855	10,827	4,774	76,092	-	**229,736**
September 2023	**-**	**-**	**1,258**	**46,346**	**55,517**	**216,756**	**10,633**	**-**	**97,783**	**8,048**	**436,340**
Total by Work Order, YTD	**-**	**-**	**3,098**	**112,012**	**121,342**	**264,789**	**26,936**	**5,338**	**176,784**	**8,048**	**718,347**

Project Expenditure by Vendor, September 2023											**Total by Vendor - Septer**
Bender Rosenthal	-	-	-	-	-	236	-	-	-	-	236
Blackburn	-	-	-	-	-	-	-	-	15,854	-	15,854
Day Carter Murphy	-	-	199		-	139,025		-	480	-	139,703
GEI Consultants	-	-	-	-	-	10,764	-	-	-	-	10,764
LWA	-	-	-	-	-	8,721	-	-	18,811	-	27,532
Mark Thomas Co.	-	-	827	-	-	-	-	-	-	-	827
MBK	-	-	-	-	-	-	-	-	-	8,048	8,048
REY	-	-	-	-	-	-	-	-	47,930		47,930
River Partners	-	-	-	-	-	45,995	-	-	-	-	45,995
ICAP	-	-	142	28,427	34,053	7,370	6,522	-	9,022		85,536
Staff Time	-	-	90	17,918	21,464	4,646	4,111	-	5,686	-	53,915
Total by Work Order, September	**-**	**-**	**1,258**	**46,346**	**55,517**	**216,756**	**10,633**	**-**	**97,783**	**8,048**	**436,340**

Project Expenditure by Vendor, YTD											**Total by Vendor - YT**
Bender Rosenthal	-	-	-	-	-	945	-	-	-	-	945
Blackburn	-	-	-	-	-	-	-	-	30,597	-	30,597
Day Carter Murphy	-	-	1,624	-	-	162,537	842	-	480	-	165,483
GEI Consultants	-	-	-	-	-	14,110	-	-	-	-	14,110
ICAP	-	-	396	69,450	76,376	10,910	16,188	1,177	14,152	-	188,649
LWA	-	-	-	-	-	8,721	-	-	18,811	-	27,532
Mark Thomas Co.	-	-	827	-	-	14,929	-	-	-	-	15,756
MBK	-	-	-	-	-	-	-	3,419	-	8,048	11,466
REY	-	-	-	-	-	-	-	-	104,116	-	104,116
River Partners	-	-	-	-	-	45,995	-	-	-	-	45,995
Staff Time	-	-	250	42,562	44,966	6,643	9,907	742	8,628	-	113,697
Total by Work Order, YTD	**-**	**-**	**3,098**	**112,012**	**121,342**	**264,789**	**26,936**	**5,338**	**176,784**	**8,048**	**718,347**

WEST SACRAMENTO AREA FLOOD CONTROL AGENCY **AGENDA REPORT**

MEETING DATE: November 16, 2023 **ITEM # 2**

SUBJECT:
CONSIDERATION OF RESOLUTION 23-11-01 AMENDING THE CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET AND APPROVAL OF A PROFESSIONAL SERVICES CONTRACT WITH BENDER ROSENTHAL, INC FOR SACRAMENTO RIVER WEST NORTH LEVEE PROJECT RIGHT OF WAY SERVICES

INITIATED OR REQUESTED BY:

[ ] JPA Board [X] Staff

[ ] Other

REPORT COORDINATED OR PREPARED BY:
Paul Dirksen, Jr. Flood Protection Planner

Greg Fabun, General Manager

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

OBJECTIVE

The objective of this report is to provide the West Sacramento Area Flood Control Agency Board (WSAFCA/Agency/Board) with adequate information to adopt Resolution 23-11-01 approving an amendment to the Capital Improvement Program (CIP) budget and award of a professional services contract to Bender Rosenthal, Inc to provide right of way services for the West Sacramento Project.

RECOMMENDED ACTION

Staff respectfully recommends that the Board:

1) Approve a professional services contract with Bender Rosenthal Inc. in the amount of $ 1,319,250, in substantially the form attached; and
2) Grant the General Manager the authority to approve contract amendments up to 10% ($131,925) of the contract value; and
3) Adopt Resolution 23-11-01, authorizing a budget appropriation of $ 1,451,175 (total of items 1 and 2) to Work Order #41169 to support the above recommended actions.

BACKGROUND

The West Sacramento Federal Project (Federal Project/Project) received a New Construction Start in the federal FY 2022 budget after having completed three Early Implementation Projects in cooperation with the State of California with a value of over $210M. This investment in advanced construction immediately reduced flood risk to the 54,000 residents, property, and businesses in the City. Post New Construction Start, the Agency and the State of California entered into a Project Partnership Agreement with the US Army Corps of Engineers (USACE). For a variety of reasons including limited federal funding, WSAFCA led design of the Yolo Bypass East Levee Projects (YBEL-South and YBEL-North). The USACE managed and completed construction of the YBEL-South project this past summer. The YBEL-North Project construction contract has been awarded by the USACE and is scheduled to begin construction in 2024.

The Sacramento River North Levee (SRNL) project is the next increment of the Federal Project. It is being investigated and evaluated for potential deficiencies and needed levee design improvements. The SRNL is approximately 6 miles long and begins at the Sacramento weir along the west bank of the Sacramento River and extends to Stone Locks. WSAFCA has advanced geotechnical investigations, completed land and in-water surveys, and performed an environmental corridor assessment in support of design of the SRNL project.

WSAFCA and the State of California are the non-federal sponsors for the West Sacramento Project, and accordingly are responsible for obtaining temporary and permanent real property rights, rights of way and performing relocations for all construction projects. WSAFCA issued a Request for Proposals on September 1, 2023, for Right of Way Services for the Federal Project, including SRNL, and appraisal services for In-Kind Credit (IKC) related to the Southport Levee Project property acquisitions.

ANALYSIS

Staff received four competitive proposals from reputable right of way companies. Staff from Capitol Projects, Economic Development and Housing and WSAFCA reviewed and evaluated the proposals on the following: Transmittal Letter, Qualifications and Experience, Proven Ability, Technical approach, and acceptance of the Agency's standard Professional Services Contract. Once the evaluations were completed, the review team discussed the top three scoring proposals and agreed that Bender Rosenthal, the highest scoring firm, was the most responsive firm with the most comprehensive approach with proven abilities.

As the scope of needed right of way acquisition will not be fully known until phases of the Federal Project reach the 65% design milestone, staff worked with Bender Rosenthal to develop an appropriate budget for SRNL and the Southport IKC. The budget considers that some of the segments in SRNL may not require appraisal or acquisition. It also considers some uncertainty related to residential and utility relocations, and costs for meeting USACE requirements for reimbursement. Expenditures will be cost-shared with the State of CA (70% State, 30% WSAFCA) and will count toward the non-federal share of the Project.

Alternatives

Staff recommends entering into a professional services contract with Bender Rosenthal Inc. for right of way services for the Federal Project. Alternatively, the Board may elect to not approve the contract with Bender Rosenthal, modify the scope or term of the contract, or direct staff to re-solicit proposals.

Coordination and Review

This report was coordinated and reviewed by Agency Counsel and the Agency Treasurer.

Budget / Cost Impact

The total requested appropriation of $1,451,175 (contract plus contingency) will be cost shared 70% State and 30% WSAFCA. There are sufficient funds in the Agency's Capital Improvement Program Fund 871 to cover the entirety of the contract as the state cost share is expected to occur in a reimbursement basis. Additionally, all costs incurred (WSAFCA and State) will count towards the 35% non-federal cost share for the Federal Project.

ATTACHMENTS

1) Professional Services Contract
2) Resolution 23-11-01

ATTACHMENT 1

CONTRACT FOR SERVICES

THIS CONTRACT is made on NOVEMBER 16, 2023, by and between WEST SACRAMENTO AREA FLOOD CONTROL AGENCY ("AGENCY"), and BENDER ROSENTHAL, INC. ("Consultant").

WITNESSETH:

WHEREAS, the AGENCY desires appraisal, real property negotiation and acquisition, relocation assistance and related right of way services for the Sacramento River North Levee and Southport Levee Improvement Project;

WHEREAS, the Consultant has presented a proposal for such services to the AGENCY, dated September 20, 2023 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 Scope of Work, attached hereto and incorporated herein by this reference as **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. 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 the AGENCY. The Consultant shall have no power or authority by this Contract to bind the AGENCY 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 the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the AGENCY. The AGENCY 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 the AGENCY, and shall terminate on **December 31, 2026.**

B. The AGENCY General Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period equal to the original term

of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

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, three-hundred nineteen thousand, two-hundred fifty dollars ($1,319,250), without the AGENCY's prior written approval. Consultant's fees shall be as specified in the Schedule of Fees, which is attached hereto and incorporated herein as **Exhibit "_B_"**.

B. Said amount shall be paid upon submittal of a monthly billing showing completion of the tasks that month. Consultant shall furnish the AGENCY with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings.

C. If the work is halted at the request of the AGENCY, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by the AGENCY by giving not less than **60** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The AGENCY may temporarily suspend this Contract, at no additional cost to the AGENCY, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If the AGENCY gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

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

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the AGENCY shall be entitled to all work, including but not limited to, appraisals, inventories, 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 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 the AGENCY in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 2C, or Section 5, as appropriate.

7. PROPERTY OF THE AGENCY:

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the AGENCY, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the AGENCY shall be entitled to, and the Consultant shall deliver to the AGENCY, 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 AGENCY 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 the AGENCY

8. COMPLIANCE WITH ALL LAWS:

A. 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.

B. Consultant warrants to the AGENCY that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform 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 the AGENCY on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the AGENCY, is no longer employed by Consultant, or is replaced with the written approval of the AGENCY,

which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the AGENCY for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the AGENCY may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred**.**

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the AGENCY, which will not be unreasonably withheld. Consultant shall be as fully responsible to the AGENCY 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 AGENCY which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the AGENCY 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 the AGENCY.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, 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 AGENCY's conflict of interest code in accordance with the category designated by the AGENCY, unless the AGENCY General Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the AGENCY code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the AGENCY conflict of interest code if, at any time after the execution of this Contract, the AGENCY 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 AGENCY.

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 the AGENCY, 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. The AGENCY 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 the AGENCY, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence**,** sole negligence, or willful misconduct of the AGENCY. The provisions of this paragraph shall survive termination or suspension of this 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 the AGENCY 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 (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the AGENCY with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. 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 the AGENCY. 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 the AGENCY as a material breach of this Contract. Approval of the insurance by the AGENCY shall not relieve or decrease any liability of Consultant.

1. Worker's Compensation and Employer's Liability Insurance

a. 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.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the AGENCY, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury 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 and **$2,000,000** general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 0714 naming the AGENCY, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the AGENCY, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the AGENCY shall be primary as respects the AGENCY, its officers, officials, employees and any insurance or self insurance maintained by the AGENCY, 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.

iii. 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.

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles 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 accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, 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.

C. In addition to any other remedy the AGENCY may have, if Consultant fails to maintain the insurance coverage as required in this Section, the AGENCY may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the AGENCY may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the AGENCY.

E. Any deductibles or self-insured retentions in excess of $10,000 must be declared to the AGENCY and are subject to the consent and approval of the AGENCY, which shall not be unreasonably withheld.

F. The requirement as to types, limits, and the AGENCY'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.

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 the AGENCY 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 constitutes 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:

the AGENCY: WSAFCA
1110 West Capitol Avenue
West Sacramento, CA 95691

Consultant: Bender Rosenthal, Inc
2825 Watt Avenue, Suite 200
Sacramento, CA 95821

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought and maintained in Yolo County California, regardless of where else venue may lie.

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

[Signatures on following page]

WEST SACRAMENTO AREA FLOOD CONTROL AGENCY

_____
Tom Ramos
WSAFCA Board Chair

ATTEST:

By: _____
WSAFCA General Manager

APPROVED AS TO FORM:

By: _____
Ralph R. Nevis, WSAFCA Attorney

Bender Rosenthal, Inc.

_____
Renee Baur, PMP
Chief Executive Officer

EXHIBIT A

Scope of Work

Project Management and Coordination
Oversee performance of the tasks involved in the delivery of the right of way services, including defining project details and expectations, critical issues and processes, and roles and responsibilities. Typical tasks include providing status updates, scheduling work and personnel, attending meetings, and making recommendations on right of way issues.

Title Reports
Preliminary Title Reports for each impacted parcel.

Appraisals
Prepare narrative appraisal reports 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.

Appraisal Reviews
Confirm analysis of highest and best use, damages, and cost to cure damage, as well as confirm valuation, calculations, and report credibility. Prepare separate review reports with the findings and conclusion, with a signed review certification, certifying value of the appraisal reviewed, including explanation of the basis for recommendation.

Acquisitions
Prepare formal written offers to purchase the real property required to construct the project, including developing all necessary contracts, conveyance documents and escrow instructions required. Upon approval by WSAFCA, BRI will deliver the First Written Offers (FWO) to the owners and initiate negotiations until acceptance or impasse is reached.

Relocation Assistance
Deliver Notification of Eligibility Letter within seven (7) days of the FWO, conduct property owner interviews, site visits, and develop a relocation package specific to each displacee. Determine eligibility for and proposed amount of relocation benefits, monitor the move, and prepare necessary payment documentation and deliver benefit checks.

Utility Relocation Assistance
Aerial photo base maps with any known utility base information shown (“A” Plans), prepare utility conflict maps (“B” Plans) and coordinate relocation designs with the affect owners and will prepare (“C – Notice to Owner”) letters notifying the utilities of the pending construction.

LEERD Packages
Compilation of all documentation, costs, and records for each acquisition, including all soft costs per parcel or property owner, appraisal updates or eminent domain documents (Order of Possession, Stipulation, Judgment, and Final Order of Condemnation), necessary for prompt reimbursement and project close-out.

Condemnation Support (10% of parcels)
Audit the file, review the diary, look at the documentation, and provide an internal litigation audit. Attempt a final meeting with the property owner to try to reach settlement. BRI will continue to

attempt to reach a negotiated settlement with the property owner under the direction of WSAFCA's legal team while the condemnation process is ongoing. If requested, BRI can also support WSAFCA by preparing staff reports and presentations for the Board or other stakeholders as well as sign appraisals declaration.

Escrow Support
Review and plot existing easements and exceptions to title, while following through with appropriate lenders, beneficiaries, and trustees. Annotate the preliminary title reports to identify exceptions to be removed and work with escrow to obtain partial releases or consents. Request funds and ensure all escrow documents are completed and correct for efficient closing.

EXHIBIT B

Project Budget

	SCOPE OF WORK TASKS	Hours	Cost	Budget
1	Project Management and Coordination	250	$ 175.00	$ 43,750.00
2	Relocation Assistance	100	$ 196.00	$ 19,600.00
3	Utility Relocation Assistance	150	$ 272.00	$ 40,800.00
		Lump Sum	**Each**	
4	Title Reports	90	$ 850	$ 76,500
5	Appraisals	90	$ 4,500	$ 405,000
6	Appraisal Reviews	90	$ 1,800	$ 162,000
7	Acquisitions	90	$ 3,000	$ 270,000
8	LEERD Packages	90	$ 1,500.00	$ 135,000.00
9	Condemnation Support (10%)	9	$ 5,400.00	$ 48,600.00
10	Escrow Support	90	$ 1,200.00	$ 108,000.00
11	Milage/Postage			$ 10,000.00
	Subtotal			**$ 1,319,250.00**
	10% Contingency		**$ 131,925.00**	**$ 131,925.00**
	Total			**$ 1,451,175**

EXHIBIT __

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: _____
[Title]

ATTACHMENT 2

RESOLUTION 23-11-01

A RESOLUTION OF THE WEST SACRAMENTO AREA FLOOD CONTROL AGENCY APPROVING AN APPROPRIATION OF $1,451,175 FOR RIGHT OF WAYSERVICES FOR THE SACRAMENTO RIVER WEST NORTH LEVEE AND AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR RIGHT OF WAY SERVICES WITH BENDER ROSENTHAL INC.

WHEREAS, The West Sacramento Area Flood Control Agency (WSAFCA) is a Joint Powers Authority whose members include the City of West Sacramento, Reclamation District 900 and Reclamation District 537, whose purpose is the funding and construction of levee improvements to reduce flood risk for the City of West Sacramento; and

WHEREAS, WSAFCA is actively conducting pre-design investigations needed for the West Sacramento Project along the Sacramento River North Levee (SRNL); and

WHEREAS, WSAFCA and State of California are the Non-federal Sponsors for the West Sacramento Project; and

WHEREAS, the Non-federal Sponsors are required to provide temporary and permanent property rights, right of way and perform relocations in support of levee rehabilitation projects; and,

WHEREAS, Bender Rosenthal provided a scope of work and budget in response to a Request for Proposal; and

WHEREAS, Bender Rosenthal has been selected by WSAFCA to provide right of way services in support of the SRNL; and

WHEREAS, The State of California through the Department of Water Resources shares 70% of the costs expended on the West Sacramento Project, including the SRNL; and

WHEREAS, there are sufficient funds in Fund 871 to cover the scope and cost of the proposed work.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of WSAFCA (Board) as follows:

1. The Board hereby finds that the facts set forth in the recitals to the Resolution are true and correct and establish the factual basis for the Board's adoption of this Resolution.

2. The Board Chair is authorized to execute the contract with Bender Rosenthal, Inc. on behalf of WSAFCA. The General Manager is authorized to take any and all actions reasonably necessary to complete the work described in the Scope of Work, 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 ten percent (10%) of the contract value.

3. The Board hereby approves an appropriation to Work Order 41169 as follows:

SOURCES

$ 435.353	871-0000-3110	WSAFCA CIP Fund
$1,015,822	871-9915-4440/871-41169-4440	State Funding
$1,451,175		

USES

$1,451,175	871-9915-5530/871-41169-5261	WO# 41169, Sac River North Levee Project

The Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the West Sacramento Area Flood Control Agency this 16th day of November 2023, by the following vote:

AYES:
NOES:
ABSENT:

_____
Tom Ramos, WSAFCA Chair

ATTEST:

_____
Greg Fabun
WSAFCA General Manager

REGULAR MEETING OF THE
WEST SACRAMENTO AREA FLOOD CONTROL AGENCY
October 19, 2023
Minutes

The meeting was called to order at 9:30 AM by Chair Tom Ramos. Vice Chair Alcala and Director Sulpizio-Hull were present. Chair Ramos presided. Also in attendance were General Manager Greg Fabun, clerk Katie Dyck, and Agency General Counsel Ralph Nevis.

Entry No. 1
Heard General Administration Functions as follows:

A. Presentations by the Public for Matters not of the Agenda.

None

B. Monthly/YTD revenue and expenses

Greg Fabun reported on the monthly revenue and expenses for August 2023. Fund 870's starting balance was approximately $8.5M. There was no revenue and expenditures were $9.4k, leaving the ending balance at $8.5M. Fund 871 had a starting balance of $9.4M. There was no revenue and expenditures totaled $230k. The ending balance for fund 871 was approximately $9.2M. Including the state advance Fund 257, the Agency's combined cash position for the month was just under $33.2M. As of 10/12/23, the Agency's combined cash position was approximately $20.4M.

The Board acted on the Consent Agenda as follows:

Entry No. 2
Approved Contract Amendment No. 10 with Mark Thomas Company for Surveying Services for the Southport Levee Improvement Project.

Entry No. 3
Approved the minutes of the September 21, 2023, Special Meeting of the Agency.

MOTION:	Sulpizio Hull	SECOND:	Alcala	AYES:	Alcala, Hull, & Ramos
NOES:	None	ABSTAIN:	None	ABSENT:	None

The consent agenda passed unanimously

Entry No. 4

A. WSAFCA Project Updates

Greg Fabun reported on the WSAFCA project updates highlighting the following: update on the federal project cash requests from the USACE, LERRDs, YBEL-S and -N projects, design of SRNL project and Stone Lock project; the delay for a West Sac groundbreaking; and a Table Top Flood Exercise on Nov 14.

B. Director comments

None.

C. Adjourn

The meeting adjourned at 9:45 AM.

Greg Fabun, WSAFCA General Manager/Secretary

Minutes approved as presented by a majority vote of the Agency on November 16, 2023.

Jenn Nguyen, Clerk to the Agency

Flood Program Update

November 16, 2023

FINANCE

As of 11/9/23, the Agency's combined cash position is approximately $20.38M.

	WSAFCA JPA	WSAFCA Cap Projects	STATE Advance Fed Project	Combined	
	i	ii	iv	∑i,iv	
through 11/9/2023	870-0000	871-0000	257-9918	Combined	
Restricted Fund Balance	850,577	1,647,102		2,763,835	
Unassigned Fund Balance	3,002,868	5,628,402		8,365,736	
Revenue	5,923,213	7,306,751	17,596,572	30,826,541	
subtotal	9,776,659	14,582,255	17,596,572	41,956,112	a
Expenditures	1,300,461	5,781,828	14,584,489	21,666,778	b
Cash Position	8,476,198	8,800,427	3,012,083	**20,289,335**	c=a-b

A cash payment to the USACE in the amount of $3.055M (5% non-federal sponsor cost share obligations for FY23) for the federal project was processed on October 24, 2023, using the balance of the state advance funds in 257-9918 and funds from WSAFCA's fed project work order 41169. The debit has yet to be booked in the system so the cash balance shown above is actually $17.23M.

PROJECTS

SOUTHPORT LEVEE IMPROVEMENT PROJECT

Real Estate Services: There are two main tasks that need to be completed for Southport Real Estate: DWR accepting the Record of Survey; and transferring rights for flood protection and flowage rights to the State. Staff and BRI are providing LWA with acquisition documents for federal project crediting.

Surveying Services: Mark Thomas and Co revised the Record of Survey (fourth submittal) and legal descriptions based on DWR's last review. The Record of Survey was approved, but DWR added additional work. Mark Thomas is now incorporating the legal descriptions for the mitigation areas into the Record of Survey. Once approved by DWR, the ROS will be recorded and ready for property rights transfer.

Borrow One Site: The property continues to be farmed by Viera Farms.

SOUTHPORT RESTORATION PROJECT

Maintenance and Monitoring: River Partners has removed the irrigation pumps and conducted an additional week of hand-weeding to remove invasive plants.

NORTH AREA PROJECT CLOSEOUT – Negotiations continue with owners for the remaining rights needed for the I St. EIP. The I St. draft record of survey (ROS) has been submitted for review. The ROS will be updated with the remaining acquisitions which will also inform the legal description of the project's SSJDD joint use agreement.

FEDERAL PROJECT

Project Partnership Agreement (PPA): The PPA was executed September 7, 2022, with a total project cost of $1,173,819,000 shared 65% ($762,892,000) federal and 35% (410,837,000) non-federal (NF). The NF share includes the estimated 5% cash requirement ($58,691,000), estimated LERRDs ($196,666,000) and estimated In-Kind Credit ($155,480,000). The In-Kind Credit can be in the form of Section 221 Credit or WIK Credit, described below. All of the non-federal costs are shared 70% State, 30% WSAFCA.

5% CASH: A 5% cash payment (required of the NFS's) was made to the Corps in June 2023 for $2.084 million ($1.33 M FY22 + $754k FY23 to date) using the state advanced funds. Another cash payment of $3.055 million (balance of FY23) was made to the Corps on October 24, 2023. This last payment used the balance of the state advanced funds and a minimal amount (~$43,023) from WSAFCA to make up the total. No additional cash requests are expected until after FY24 appropriations are approved, and allocations are made to the District, likely mid-2024.

LANDS, EASEMENTS, RIGHT-OF-WAY, RELOCATIONS AND DAMAGES (LERRDS): Staff made an offer to the top ranked firm, Bender Rosenthal Inc. and negotiated a draft contract and budget for right of way services for the Sacramento River North Levee Project. An item for Board consideration is being prepared for the November Board meeting.

SECTION 221 CREDIT: Total credit submitted to the Corps to date is $160.8 million. Package #1 for Southport construction was submitted September 27, 2022, for $116.6 million. Package #1 for Southport LERRDs was submitted September 8, 2023, for $44.08 million. Additional credit packages for construction, real estate, and other costs (claims) will be submitted in the coming months.

WORK IN KIND (WIK) CREDIT*:* To date, the Agency has submitted just over $5.6 million in WIK credit to the Corps for staff time, project management and consultant services for design of YBEL-S and YBEL-N, and PED work on SRNL. WIK packages are submitted quarterly, and the above amount represents the total from 12 packages submitted through June 30, 2023.

Yolo Bypass East Levee South (YBEL-S) Project – Nordic ($4M): . All levee work is completed and a final walk-through was conducted Friday, November 2. The only remaining item is t widen the gate access to the levee at the end of Channel Dr.

Yolo Bypass East Levee North (YBEL-N) Project – Odin ($9.5M): . The contract was awarded to Odin for $9.5M on August 17 and the Notice to Proceed was issued September 5. The contractor is preparing submittals, including the construction schedule, and has indicated that construction would begin in the spring. A kickoff meeting was held on October 27. Staff has had some preliminary discussion/ coordination with the contractor regarding dewatering locations and required permits.

Sacramento River North Levee (SRNL) Design: The Corps held the design kickoff meeting for SRNL on August 10. Assisting the Corps with the design effort under contract is AECOM. SRNL is being broken up into 4 design/contract efforts. The figure attached at the end of the report shows the 4 anticipated contracts by number designated "S" = Seepage/Stability or "E" = Erosion Protection. The first effort, Contract 1S, was to include Segments 1 and 2. The plan has now changed to proceed with Segment 3 for Contract 1S. 35% design deliverable is now May 2024.

GEOTECH: The draft Geotechnical Design Report for Segment 3 was submitted to the Corps July 7 by BCI. Comments were received by the USACE and a review of comments is scheduled for Thursday, November 9, 2023. The USACE recently sent us an in-kind service request to produce cross-sections and a memo discussing the levee alignment for segments 4 and 5. Both of these reaches are considered high ground and the GRR evaluation only considers slope stability and erosion repairs for this section of levee. WSAFCA and BCI meet twice monthly with the USACE to coordinate the work. The H&H group has provided a design water surface elevation to enable the Corps to produce a draft Geotechnical Basis of Design Report (GBOD). Release of the GBOD has been delayed due to new Corps criteria and they have requested additional geotechnical borings in segments 1, 2, and 3. The first round of borings in segment 3 is scheduled for December, depending on weather and permission. Borings in segments 1 and 2 are expected to occur in 2024 post flood season. A new senior Geotech at SPK has been assigned to the project to assist.

ENVIRONMENTAL SITE ASSESSMENT: Ninyo and Moore completed a preliminary evaluation of the Sacramento River West North Levee, including a database search for contaminated properties, site walk and review of permitting and construction records. The results indicate that where there has been an illegal release, the site has been remediated or is being remediated.

SURVEY. REY submitted the topographical survey and bathymetry for the Sacramento River North Levee to the Corps as well as the final Report of Survey. The Corps has provided comments to REY on the Final Report of Survey and REY has responded in-kind. This past week, REY submitted the SRNL Utility files. All submittals are being evaluated by the Corps.

Stone Lock Preliminary Engineering and Design
The Design Charrette was held Sep 28 to discuss potential alternatives to the GRR recommendation for the Stone Lock reach and to select a recommended alternative to move forward with for design. A draft recommendation from the Corps was Oct 13 for PDT review. The Corps responded to comments and distributed a "final draft", which is currently under review by the PDT. Comments on the final draft are due the Corps by November 24.

Federal Appropriations: To date the Corps has received $101,652,297 for the West Sacramento Project.

PRE-FY22: $3.9 million
FY22: $17.9 million Appropriation/$7.388 million Work Plan; $25.288 million total.
FY23: $72.313 million Appropriation, transfer $151,297 from prior project; $72,464,297 total
FY24: $52.758 million pending approval in E&WD Appropriations Bill

WSAFCA FEDERAL LOBBYING (FWC) – SEPTEMBER

FY 2024 FUNDING:

- Monitor and report on House passage of the FY 24 federal appropriations bill and outlook for extending the Continuing Resolution beyond November 17th.
- Monitor selection process of new House Speaker and impacts on the FY 24 funding process.

OTHER:

- Provide information on incoming Senator Butler and committee assignments.
- Provide information on potential impacts of government shutdown on NFIP.
- Provide information on WRDA 2024 process.
- Weekly check-in calls with client.

DEEP WATER SHIP CHANNEL EAST DRAINAGE REPAIR PROJECT – Credit package is being prepared to submit to the Corps.

PUBLIC RELATIONS

The Oct 5 groundbreaking ceremony for the West Sacramento Civil Works Project was canceled. A new date has not been scheduled by the Corps.

FLOOD INSURANCE

National Flood Insurance Program (NFIP) – Nothing to report.

FLOOD PLAIN ADMINISTRATION

Floodplain Management – Staff provided flood zone certification letters to residents and real estate agents. The 2022/23 CRS annual recertification was submitted July 23, and was approved. The City maintains its CRS rating of 6.

EMERGENCY PREPAREDNESS

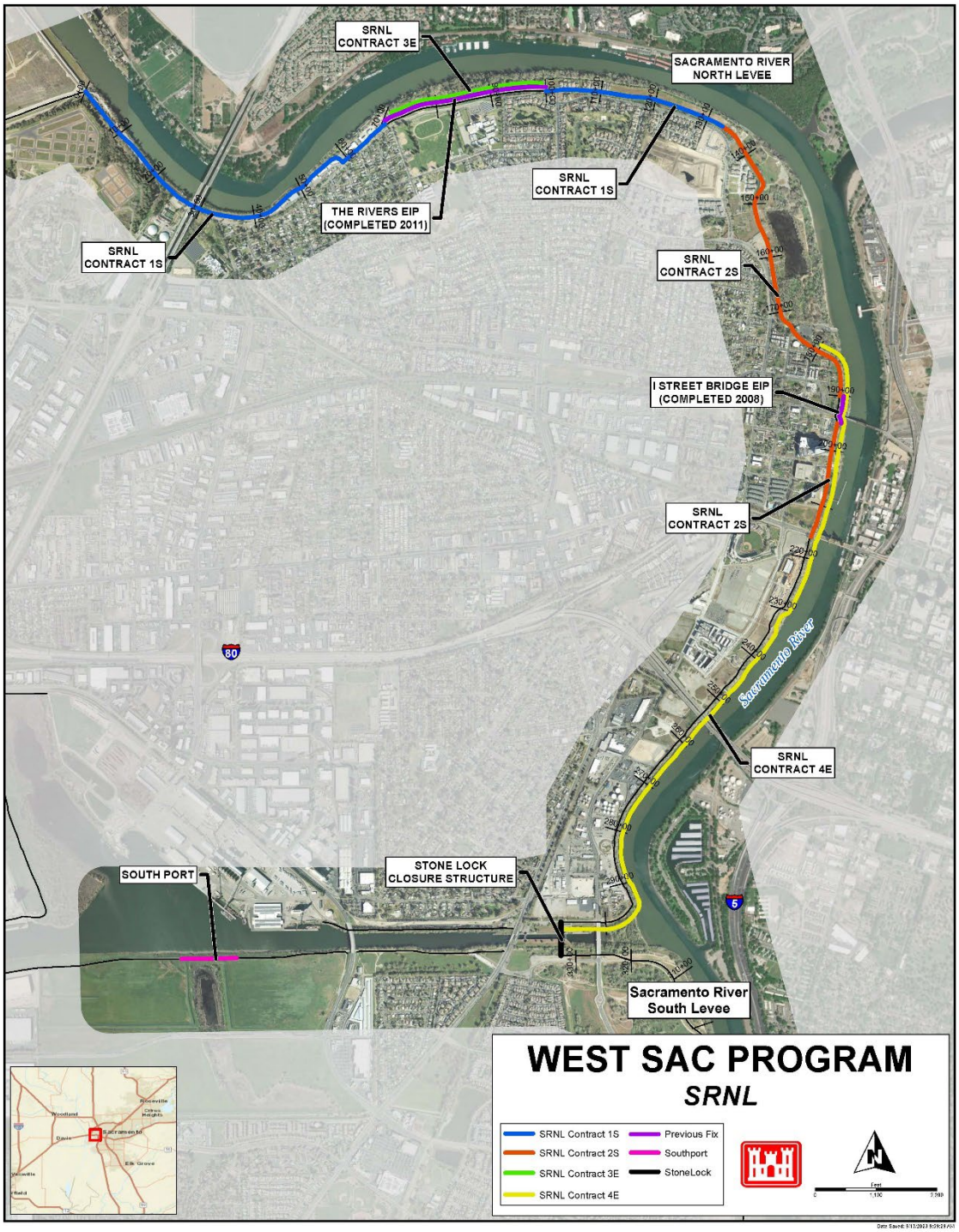
Emergency Preparation/Flood Season Coordination – Winter Storm Preseason Flood Meeting and possible Table Top Exercise is scheduled for November 14.

COORDINATION WITH OTHER ACTIVITIES

Regional Flood Management Plan – Regular meetings are ongoing.

FUTURE

December 21, 2023 – WSAFCA Board Meeting


SRNL CONTRACT 3E
SACRAMENTO RIVER NORTH LEVEE
SRNL CONTRACT 1S
THE RIVERS EIP (COMPLETED 2011)
SRNL CONTRACT 1S
SRNL CONTRACT 2S
I STREET BRIDGE EIP (COMPLETED 2008)
SRNL CONTRACT 2S
Sacramento River
SRNL CONTRACT 4E
SOUTH PORT
STONE LOCK CLOSURE STRUCTURE
Sacramento River South Levee
WEST SAC PROGRAM
SRNL
SRNL Contract 1S
SRNL Contract 2S
SRNL Contract 3E
SRNL Contract 4E
Previous Fix
Southport
StoneLock