

**TOWN OF SAN ANSELMO**  
**STAFF REPORT**  
**September 5, 2013**

For the meeting of September 10, 2013

TO: Town Council

FROM: Sean Condry, P.E., Public Works Director

SUBJECT: Funding Agreement for FEMA Flood Mitigation Grant

**RECOMMENDATION:**

That Town Council approves the Funding Agreement between the Flood Control District and the Town for the reimbursement of San Anselmo's costs incurred in the application to FEMA's Hazard Mitigation Assistance grant program for acquisition and removal/retrofitting of Building Bridge #2.

**BACKGROUND:**

Town staff has been working with the Flood Control District to further flood mitigation efforts in Ross Valley. The guiding document for these efforts is the Capital Improvement Project (CIP) report, a technical watershed modeling study contracted by the District in 2011. The CIP report identifies 184 flood control measures which, collectively, would eliminate flooding at or below the 100-year storm. Of these measures, those of the most significance have been selected as priority projects in the adopted 10-Year Work Program, which, collectively, would eliminate flooding to the 25-year storm. One of the measures in the 10-Year Work Plan is the acquisition/modification/removal/retrofit/raising of a private commercial building at 634-636 San Anselmo Avenue, known as Building Bridge #2 or BB2

BB2 is the structure that supports L'appart Resto, Frank Howard Allen Real Estate, San Anselmo Optometry, and the Ranch Salon. Of the buildings in San Anselmo which are located over the creek, BB2 has been identified in the CIP report as the most severe constriction and flow limitation. Thus as water levels rise during storm events, and discharge in Town begins to exceed approximately 3500 cubic feet per second, water backs up at this location flooding San Anselmo Avenue and impedes flow as far upstream as Nokomis Avenue bridge.

FEMA and its State counterpart Cal OES, have a grant program called Hazard Mitigation Assistance which offers funding opportunities to flood affected areas for mitigation of problems such as BB2. Depending on the significance of the problem, this grant pays for between 75% and 100% of the cost to acquire, remove, and/or retrofit a building. In July 2013, San Anselmo submitted a Notice of Intent to this program and received a determination from FEMA that BB2 is eligible for the grant. Town staff has contacted the owner of the building, who indicated a willingness to sell it.

A specific method of mitigating the flood effect, whether it be raising or demolishing the building, has not been proposed at this point, but a conceivable outcome would be restoration of the channel and its incorporation into Creek Park.

**DISCUSSION:**

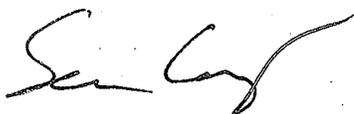
Attachment 1 is a funding agreement which has been prepared to provide reimbursement to the Town for specific costs incurred in the preparation of a grant application to the FEMA HMA program. The Town will contract with consultants as well as providing Town staff to carry out the preparation and submittal of the application. The consulting and contracting services funding agreement is in the amount of \$53,000.

Exhibit A of Attachment 1 details the scope of work and a \$50,000 budget proposed by a consultant to complete or subcontract the needed project design, engineering, benefit/cost ratio calculations, environmental and historical assessments, and grant application preparation. This scope of work will not only be used for the grant application process, but can be used as a starting point for engineering and landscape design if the grant is awarded. The Town will incur an additional \$3,000 expense to contract an appraisal of BB2, which is required for the grant.

**FISCAL IMPACT**

The Flood Control District will be covering all of the costs associated with the grant application as proposed in the funding agreement in the amount of \$53,000. San Anselmo's greatest fiscal impact will be the staff time devoted to the project.

Respectfully submitted,



Sean Condry, P.E.  
Public Works Director

Attachments: Attachment 1 Flood Zone 9 Funding Agreement

**FUNDING AGREEMENT BETWEEN  
MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
AND  
TOWN OF SAN ANSELMO  
REGARDING THE APPLICATION FOR GRANT FUNDS FOR THE ACQUISITION AND  
REMOVAL OF BRIDGE BUILDING #2 FOR THE PURPOSE OF FLOOD CONTROL**

This FUNDING AGREEMENT (AGREEMENT), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the Marin County Flood Control and Water Conservation District, hereinafter referred to as "DISTRICT", and the Town of San Anselmo, hereinafter referred to as "RECIPIENT", both in the State of California, collectively the "PARTIES", for the Application for Grant Funds for acquisition and removal of Bridge Building #2 for the purpose of flood control ("APPLICATION").

**SECTION 1: RECITALS**

1. In response to the flood event of December 31, 2005 the DISTRICT, in cooperation with the City of Larkspur, the Towns of Fairfax, Ross, and San Anselmo, and the unincorporated communities of Kentfield, Greenbrae, and Sleepy Hollow, initiated the Flood Zone 9 Ross Valley Flood Protection and Watershed Program (Program);
2. In June 2007 the property owners of Ross Valley voted to assess themselves a fee (Watershed Fee) that raises approximately \$2.2 million annually for 20 years for carrying out the Program;
3. The DISTRICT carried out a study to investigate the feasibility of creating a 100-year-flood level of protection resulting in the January 2011 "Ross Valley Capital Improvement Plan Study" (CIP Study) report by Stetson Engineers Inc.;
4. The report identified over 180 projects and improvements that, when implemented in the appropriate sequence, will provide a high level of flood protection for Ross Valley;
5. The adopted principles of Flood Zone 9 seek to "Do No Harm" to insure that improvements in one location do not increase the risk of flooding elsewhere;
6. The overall goal of the Program is to build or retrofit the necessary infrastructure to minimize or reduce damage from a 100-year-flood (as defined at the time of the CIP Study report in January 2011) while maintaining and improving the natural environment and important habitat and ecosystems;
7. The CIP Study is meant to guide flood-related work by the DISTRICT and the Towns and City so that efforts can be coordinated towards the common goal;
8. The CIP Study identifies Bridge-Building #2 (BB2) as a significant limitation to in-channel flood conveyance and responsible for flooding in San Anselmo upstream of the building due to backwatering and downstream of the building due to subsequent out-of-channel flows.
9. In March 2012 the Ross Valley Flood Control Zone 9 Advisory Board adopted the 10-Year Work Program, to set near-term goals and to focus initial implementation of CIP Study measures to provide a 25-year level of flood protection valley wide;

10. The 10-Year Work Program includes acquiring/modifying/removing/retrofitting/raising BB2 (Measure ID [046]) and allocates \$2.71 million local funding for this purpose;
11. In July 2013, the RECIPIENT submitted a Notice of Intent (NOI) to Hazard Mitigation Grant program of the Federal Emergency Management Agency (FEMA), which is administered by the California Office of Emergency Services (CalOES) for removal of BB2 on behalf of the PARTIES
12. In August 2013 the RECIPIENT received determination from CalOES that removal of BB2 is eligible for the grant.
13. The owner of the BB2 structure has been contacted by the Town of San Anselmo about the FEMA HMA grant opportunity and indicated a willingness to sell the parcel.
14. The RECIPIENT desires to initiate, develop, manage, and submit a grant proposal to the Federal Emergency Management Agency (FEMA) on behalf of the PARTIES to provide for further planning, design, and implementation of the acquisition, removal, site restoration, and ancillary engineering costs of the BB2 structure;
15. The PARTIES agree that, if a grant is awarded, subsequent and additional agreement(s) will be required before committing Flood Zone 9 funds, initiating a project, commencing the design, initiating the environmental and permitting process, or carrying out any and all work on the project.

## **SECTION 2: RESPONSIBILITIES**

### **1. The RECIPIENT Shall:**

- 1.1. Bear all costs and overall responsibility for submitting the Application including, but not limited to, securing and paying consultants.
- 1.2. Submit the APPLICATION to FEMA before the official deadline of September 23, 2013.
- 1.3. Undertake and manage all tasks, including but not limited to, administration, planning, Town ordinance requirements, policy issues, public outreach, permitting, regulatory requirements, and approvals necessary to complete the APPLICATION according to the *FEMA Hazard Mitigation Assistance Grant guidelines*
- 1.4. Contact and coordinate with DISTRICT staff to obtain existing data needed to complete APPLICATION.
- 1.5. Prior to execution of any consultant contract(s) and/or agreement(s) as part of the APPLICATION, provide the DISTRICT with the opportunity to review and comment on the Scope of Work and other Exhibits and Attachments in the contract and incorporate suggested changes.
- 1.6. Initiate, direct, administer, and manage consultant services required to compile and analyze all relevant data to complete APPLICATION.
- 1.7. Submit all drafts of all elements of the APPLICATION for review and comment by the DISTRICT including, but not limited to, the work plan, budget, schedule, economic

analysis, and all attachments prior to any submittal to FEMA and incorporate suggested changes.

- 1.8. Coordinate or provide rights-to-enter, encroachment permit(s), and any other necessary access rights and permissions to DISTRICT staff, consultants, and sub-consultant(s), for the performance of work related to geotechnical services by the DISTRICT.
- 1.9. Insure ownership by the Town is secured in the Professional Services contract with third parties and agree to mutual ownership by the PARTIES of all APPLICATION generated materials, data, drawings, and figures used during the application process.
- 1.10. Upon completion and on-time submission of the APPLICATION, submit an invoice for eligible costs and expenses for services to prepare the APPLICATION but not including costs for Town of San Anselmo staff labor and expenses.

## **2. The DISTRICT Shall:**

- 2.1. Make available to the RECIPIENT and its consultant(s) any and all available data District has in its possession needed to complete the APPLICATION.
- 2.2. Review the Work Plan, Budget, Schedule, Economic Analysis, and all attachments to, and as necessary for the APPLICATION.
- 2.3. Provide a Letter of Financial Support to be included in the APPLICATION that confirms the availability of the local funding share, for the APPLICATION local match requirement.
- 2.4. Following the completion and on-time submission of APPLICATION to FEMA and upon receipt of a certified invoice submitted by RECIPIENT, provide reimbursement to RECIPIENT at a cost not to exceed \$89,200 for charges and expenses incurred as part of APPLICATION.

## **SECTION 3: GENERAL PROVISIONS**

### **1. DEFINITIONS.**

- 1.1. **"Eligible Costs"** The reasonable and necessary actual costs, as defined in Section 7 of this AGREEMENT, which are associated with the work described in Section 2.
- 1.2. **"Eligible Expenses"** The reasonable and necessary expenses as defined in Section 7 of this AGREEMENT and which are associated with the work described in Section 2.

**2. PURPOSE FOR THE FUNDING.** These funds are made available by the DISTRICT to the RECIPIENT for the RECIPIENT's eligible costs in preparing the APPLICATION for funding from the FEMA *Hazard Mitigation Assistance Grant Program* The APPLICATION, and project it refers to, are consistent with the DISTRICT's adopted goals.

**3. TERM OF FUNDING AGREEMENT.** The term of this AGREEMENT shall be from the latest date of execution by the DISTRICT, being \_\_\_\_\_, 20\_\_\_ through December 31, 2013.

**4. APPLICATION COST.** The reasonable cost of the APPLICATION is estimated to be \$53,000.

**5. APPLICATION SCHEDULE.** RECIPIENT shall perform, or cause to be performed, all work related to the preparation and submittal of the APPLICATION in accordance with the guidelines issued by FEMA and submit the APPLICATION before the date deadline issued by FEMA with respect to the Hazard Mitigation Assistance grant program.

**6. LIMITS ON DISTRICTS FUNDS.** Pursuant to the Ross Valley fee (Watershed Fee) and subject to the availability of funds, DISTRICT will provide funding to RECIPIENT in accordance with the terms of this AGREEMENT in an amount not to exceed \$53,000. RECIPIENT will only be entitled to DISTRICT funding for eligible APPLICATION costs as defined in Section 7 below. RECIPIENT agrees to fund the difference, if any, between the actual APPLICATION costs and the amount provided by the DISTRICT to complete the APPLICATION. DISTRICT'S obligations hereunder shall not at any time exceed the amount approved and certified by the DISTRICT for the purpose and period stated in such certification. No additional funds shall be available under this AGREEMENT until the DISTRICT gives its certified prior written authorization.

**7. ELIGIBLE APPLICATION COSTS AND EXPENSES.** Eligibility for DISTRICT funding for a flood control project, grant application, study, or design initiated by the RECIPIENT will be based on the following general criteria:

7.1. Compliance with the terms of the Watershed Fee ordinance adopted July 17, 2007 by the Board of Supervisors of the Marin County Flood Control and Water Conservation District

7.2. Conformity to the list of projects in the Adopted 10-Year Work Program and to the Adopted Principles and Goals of the Flood Zone 9/Ross Valley Flood Protection and Watershed Program

7.3. Compliance with all local, state and federal laws and regulations

**8. FUNDING REQUEST APPROVAL.** A description of the Scope of Work, Budget, and Schedule for the process of submitting the grant application by the Town of San Anselmo will be incorporated into this AGREEMENT as Exhibit A including a brief statement of the rationale for the amount being requested. RECIPIENT may not make any changes to Exhibit A without prior written approval of DISTRICT. Approval by DISTRICT of a change to Exhibit A shall not constitute an increase in the funding amount unless additional funds are approved in writing by the DISTRICT.

**9. APPLICATION REVIEW.** RECIPIENT shall respond to and provide the DISTRICT with any requested APPLICATION information within 5 business days of its request.

**10. COMPLIANCE WITH LAW.** In the performance of its obligations pursuant to this AGREEMENT, RECIPIENT shall comply with all applicable federal, state and local laws, ordinances and regulations in any manner affecting the performance of this AGREEMENT, and must at all times comply with such laws, ordinances, and regulations as they may be amended from time to time.

**11. ENVIRONMENTAL COMPLIANCE.** RECIPIENT shall be solely responsible for obtaining, complying with, and implementing all environmental and regulatory permits necessary for the preparation of the APPLICATION.

**12. FINANCES.** All eligible costs charged to the APPLICATION shall be supported by properly prepared and documented time records, invoices, and/or vouchers.

**14. RECORDS.** All checks, payrolls, invoices, contracts, vouchers, journal entries, work orders, or other accounting documents pertaining in whole or in part to the APPLICATION shall be maintained by RECIPIENT for a period of 10 Years, which is the DISTRICT's legal record retention period.

**15. REIMBURSEMENTS.** Payment will be made after completion and submittal of APPLICATION, upon receipt by the DISTRICT of an invoice and all supporting documents, unless another arrangement is agreed to in writing by RECIPIENT and the DISTRICT.

**16. ELIGIBLE EXPENSES.** RECIPIENT shall expend funds only on Eligible Expenses as defined in Section 1 and according to the criteria in Section 7 or as agreed to in writing by DISTRICT.

**17. AUDITS.** DISTRICT reserves the right to request an audit for any reason. If RECIPIENT is subject to third party financial audit requirements, copies of audits performed in fulfillment of such requirements shall be provided to the DISTRICT.

**18. REPAYMENT OF INELIGIBLE COSTS.** DISTRICT will not pay RECIPIENT for costs that are not considered Eligible Costs under this AGREEMENT.

**19. RIGHT TO WITHHOLD.** The DISTRICT may withhold funds if it determines that the RECIPIENT is not in compliance with the terms of this AGREEMENT or

19.1. If DISTRICT determines that the APPLICATION is not being implemented substantially in accordance with the provisions of this AGREEMENT, or the RECIPIENT has failed in any other respect to substantially comply with the provisions of this AGREEMENT, the Adopted Principles and Goals, and the Adopted 10-Year Work Program of the Ross Valley Flood Protection and Watershed Program. If RECIPIENT does not remedy any such failure to the DISTRICT'S satisfaction, DISTRICT may withhold from RECIPIENT all or any portion of the funding commitment and take any other action that it deems necessary to protect its interests.

19.2. If DISTRICT notifies RECIPIENT of its decision to withhold the entire funding amount pursuant to 19.1, this AGREEMENT shall terminate upon receipt of such notice by RECIPIENT and the DISTRICT shall no longer be required to provide funds under this AGREEMENT.

19.3. Where a portion of the Funding Commitment has been disbursed to RECIPIENT and DISTRICT notifies RECIPIENT of its decision not to release funds that have been withheld pursuant to paragraph 19.1, the portion that has been disbursed shall thereafter be repaid immediately. Refusal of RECIPIENT to repay may, at the option of DISTRICT, be considered a breach of this AGREEMENT and may be treated as a Termination for Cause under paragraph 21.

**20. RESCISSION OF AUTHORIZATION OF FUNDS.** DISTRICT may adjust its allocation at any time with RECIPIENT'S written concurrence. DISTRICT reserves the right to rescind its authorization of any unused or unneeded funds prior to, or at the time of the expiration of the AGREEMENT.

## 21. TERMINATION

- 1.1. **TERMINATION FOR CAUSE.** RECIPIENT agrees that, upon ten (10) working days written notice, DISTRICT may suspend or terminate all or part of the financial assistance provided herein for failure to correct a breach of this AGREEMENT.
- 1.2. **TERMINATION OF AGREEMENT.** RECIPIENT agrees that, upon ten (10) working days written notice, DISTRICT may suspend or terminate all or part of the financial assistance provided herein if for any reason the DISTRICT determines the project is infeasible. Upon such determination, the District will reimburse the RECIPIENT for any eligible costs previously incurred.

**22. CORRECTION OF BREACH.** For purposes under this section, a breach shall be defined as a violation of any section of this AGREEMENT. With respect to any breach, RECIPIENT shall have five (5) working days from the date of notice of breach to cure the breach.

## 23. LIABILITY, INDEMNIFICATION AND GENERAL LIABILITY

- 23.1. **Indemnification.** RECIPIENT shall indemnify, protect, defend and hold harmless the DISTRICT from and against any and all losses arising from, in connection with RECIPIENT's performance of this AGREEMENT, including, but not limited to, the following: (a) a material breach of this AGREEMENT by RECIPIENT; (b) a material breach of any representation or warranty of RECIPIENT contained in this AGREEMENT; (c) any personal injury or death caused, directly or indirectly, by any act or omission of RECIPIENT or its employees, sub-grantees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of RECIPIENT or its employees, sub-grantees or agents. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and DISTRICT'S costs of investigating any claims against DISTRICT.
- 23.2. **Duty to Defend; Notice of Loss.** RECIPIENT acknowledges and agrees that its obligation to defend the DISTRICT herein: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any loss which actually or potentially falls within the scope of the above stated section, regardless of whether the allegations asserted in connection with such loss are or may be groundless, false or fraudulent; and (c) arises at the time the loss is tendered to RECIPIENT by the DISTRICT and continues at all times thereafter. The DISTRICT shall give RECIPIENT prompt notice of any loss above stated section and RECIPIENT shall have the right to defend, settle and compromise any such loss; provided, however, that the DISTRICT shall have the right to retain its own counsel at the expense of RECIPIENT if representation of DISTRICT by the counsel retained by RECIPIENT would be inappropriate due to conflicts of interest between the parties. DISTRICT'S failure to notify RECIPIENT promptly of any loss shall not relieve RECIPIENT of any liability unless such failure materially impairs RECIPIENT's ability to defend such loss. RECIPIENT shall seek the DISTRICT'S prior written consent to settle or compromise any loss if RECIPIENT contends that DISTRICT shares in liability with respect thereto.
- 23.3. **Incidental and Consequential Damages.** Losses covered under the above sections shall include any and all incidental and consequential damages resulting in whole or in part from RECIPIENT's acts or omissions. Nothing in this AGREEMENT shall constitute a waiver or limitation of any rights that DISTRICT may have under applicable law with respect to such damages.

**24. LIMITATION ON LIABILITY OF DISTRICT.** DISTRICT's obligations under this AGREEMENT shall be limited to the aggregate amount of grant funds actually disbursed

hereunder. Notwithstanding any other provision contained in this AGREEMENT or any other document or communication relating to this AGREEMENT, in no event shall DISTRICT be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including lost profits, arising out of or in connection with this AGREEMENT, the grant funds, the grant plan or any activities performed in connection with this AGREEMENT.

**25. OBLIGATIONS.** Termination of this AGREEMENT will not invalidate the indemnification requirements and/or obligations properly incurred by RECIPIENT before the termination date; to the extent those obligations cannot be canceled.

**26. INTEGRATION.** This AGREEMENT represents the entire AGREEMENT of the PARTIES with respect to the subject matter thereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

**27. AMENDMENT.** Except as otherwise provided herein, this AGREEMENT may not be changed, modified or rescinded except in writing and approved by all parties hereto. This AGREEMENT may be amended by a designated official from each PARTY.

**28. INDEPENDENT AGENCY.** RECIPIENT performs the terms and conditions of this AGREEMENT as an entity independent of DISTRICT. None of RECIPIENT'S agents or employees shall be agents or employees of DISTRICT. Funding RECIPIENT is acting in an independent capacity and is solely responsible for the APPLICATION. Review or approval of all APPLICATION-related documents by DISTRICT is solely for the purpose of proper administration of funds by DISTRICT and shall not be deemed to relieve or restrict RECIPIENT'S responsibility for the preparation, submission, management, or control of the APPLICATION.

**29. ASSIGNMENT.** The AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

**30. BINDING ON SUCCESSORS, ASSIGNEES OR TRANSFEREES.** This AGREEMENT shall be binding upon the successor(s), assignee(s) or transferee(s) of RECIPIENT. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this AGREEMENT other than as provided above.

**31. SEVERABILITY.** Should any part of this AGREEMENT be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decisions shall not affect the validity of the remainder of this AGREEMENT, which shall continue in full force and effect; provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

**32. ACCEPTANCE OF DISTRICT FUNDS.** RECIPIENT does hereby declare that all written statements, representations, covenants, and materials submitted as a condition of this AGREEMENT are true and correct and does hereby accept DISTRICT funds and/or management, engineering, or administrative support, and agrees to all of the terms and conditions of this AGREEMENT. The parties have executed this AGREEMENT as of the date first written above.

**33. RELATIONSHIP OF PARTIES.** RECIPIENT is acting in an independent capacity and is solely responsible for the contracting of consultant services, public outreach, preparation of the

concept design, management of the preparation and on-time submission of the APPLICATION, and the submission of all products of this APPLICATION process the DISTRICT as described above.

**34. SUCCESSORS; NO THIRD-PARTY BENEFICIARIES.** Nothing in this AGREEMENT, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns) any legal or equitable right, remedy or claim under or in respect of this AGREEMENT or any covenants, conditions or provisions contained herein.

**35. RESOLUTION OF SIGNATORY AUTHORITY REQUIRED.** Upon request of DISTRICT, RECIPIENT shall deliver to DISTRICT a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this AGREEMENT, certified as true, accurate and complete by the appropriate authorized representative of RECIPIENT.

**36. SURVIVAL OF TERMS.** The obligations of RECIPIENT, the terms and duties agreed upon by RECIPIENT in this AGREEMENT shall survive and continue following expiration or termination of this AGREEMENT:

### **Statement of Agreement**

It is mutually agreed and understood that, upon signing of this AGREEMENT:

The PARTIES agree to cooperate and coordinate efforts for the submission of a grant application for project funding for the removal of Bridge Building #2 in the coming round of the FEMA Hazard Mitigation Assistance grant program.

### **Contracts and Notices**

All notices under this AGREEMENT shall be in writing (unless otherwise specified) delivered to the parties by hand, by commercial courier service, or by United States mail, postage prepaid, addressed to the parties at the addresses set forth below or such other addresses as the parties may designate by notice.

For RECIPIENT: Sean Condry  
Department of Public Works Director  
Town of San Anselmo  
525 San Anselmo Avenue  
San Anselmo, CA 94960

For DISTRICT: Jack Curley  
Capital Program Manager  
Marin County Flood Control and Water Conservation District  
3501 Civic Center Drive, Room 404  
San Rafael, California 94903  
Phone: (415) 473-6036  
[jcurley@marincounty.org](mailto:jcurley@marincounty.org)

### **Duration and Termination**

The terms of this AGREEMENT shall remain in full force and effect for 10 years from the date adopted and signed. This AGREEMENT may be renewed by the mutual consent of all parties. Any party may terminate this AGREEMENT by notifying the other party in writing.

DISTRICT:

RECIPIENT:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Print Title

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
District Counsel

\_\_\_\_\_  
Town Attorney



Exhibit A

August 29, 2013

San Rafael

Sean Condry, P.E.  
Public Works Director  
Town of San Anselmo, Public Works  
525 San Anselmo Avenue  
San Anselmo, CA 94960

Re: Proposal to Prepare Technical Documents to Support the Town of San Anselmo's Application for FEMA Flood Mitigation Assistance (FMA) Grant Funding

Dear Mr. Condry:

Stetson Engineers Inc. is pleased to submit this proposal to prepare technical documents to support the Town's application for FEMA FMA grant funding in connection with the Building Bridge #2 Removal Project.

As you know, Stetson analyzed and prepared conceptual plans for the project as well as other flood control projects in the town and throughout the Ross Valley (Capital Improvement Plan Study for Flood Reduction and Creek Management, Stetson Engineers et. al., May 2011; Tech Memo re Analysis of the Potential Effects of Removal of Building Bridge No. 2 on Creek Water Levels and Flooding, Stetson Engineers, December 21, 2011). Stetson will build upon these previous analyses and plans as we further develop and refine them in preparing the grant application.

Stetson will conduct analyses, prepare designs and cost estimates and prepare related technical documents to support the Town's grant application to conform to the requirements set forth in FEMA's 2013 Hazard Mitigation Assistance Unified Guidance. The grant application will need to be submitted on-line via FEMA's eGrants system. Since this is a competitive grant program, the Guidance requires that extensive information on the project be provided so that Cal OES and FEMA can evaluate the merits of the grant application and rank the project relative to the others.

Major technical information and documents required for the application include a Statement of Work (SOW) including narrative and supporting figures, photos, and graphics, that describes the project and benefits, explains technical feasibility and provides justification; preliminary design plans and cost estimate; project budget and schedule; economic benefit-cost analysis following FEMA methodology and using FEMA's B-C "tool kit" calculator; and preliminary environmental and historical preservation (EHP) assessment. Stetson will prepare these documents and provide other information as required by the eGrants application form. Stetson will provide as-needed technical support in project planning activities that will help better define the layout and design of the project

for the application, including meetings with Town staff, Flood Zone 9 and regulatory agencies.

A detailed list of tasks and estimated labor hours and costs is provided in Attachment A. Stetson will subcontract with geomorphDESIGN for assistance in preparation of design plans and WRA for the EHP assessment.

Stetson charges on a time-and-materials basis in accordance with our standard fee schedule which is provided in Attachment B. The estimated cost to complete the scope of work is \$46,956. We recommend a not-to-exceed budget amount of \$50,000. Stetson will complete the work in time for the Town to submit the application by the September 23, 2013 deadline.

Sincerely,

James Reilly, PE  
STETSON ENGINEERS INC.

Attachments:

- A – List of Tasks and Associated Labor Hours and Fee
- B – Stetson Standard Fee Schedule

**Attachment A. Estimated Cost to Prepare FEMA FMA Grant Application  
for Building Bridge #2 Removal Project**

Work Item	Staff Hours					Subcontractors		Cost
	James Reilly, P.E.	Xiaoqing Zeng, P.E., Ph.D.	Guoyuan Li, P.E., Ph.D.	Noah Wasserman	Gustavo Trinidad, P.E.	Matt Smeltzer, P.E. (geomorphDESIGN)	Joan Douglas-Fry	
	Project Manager	Supervising Engineer	Hydrologist/ Modeler	GIS Specialist	AutoCAD/Design Engineer	Design Geomorphologist	Environmental Planner	
	\$182/hr	\$171/hr	\$116/hr	\$89/hr	\$110/hr	\$180/hr	\$100/hr	
<b>1. Review FEMA's FMA Grant Application Guidelines; determine grant requirements; consult w/FEMA; develop approach/mission planning</b>	8	8						\$2,824
<b>2. Prepare Project Design; Estimate Project Cost</b>	16				40	24		\$11,632
<b>3. Estimate Project Benefit</b>								\$10,092
3a. Conduct MIKE FLOOD Modeling for 7 Flood Events (i.e., 5-yr, 10-yr, 25-yr, 50-yr, 100-yr, 250-yr, and 500-yr flood events)		2	16					\$2,198
3b. Process Model-Simulated Inundation Depth Results in a GIS Format for Flood Damage Analysis			8					\$928
3c. Conduct Event Flood Damage Analysis in GIS Using FEMA's Default Values (e.g., Depth Damage Functions, Content Values, etc.)		6		32				\$3,874
3d. Analyze Expected Annual Damage and Project Annual Benefit		8						\$1,368
3e. Prepare Summary Report of Project Benefit Analysis		8		4				\$1,724
<b>4. Analyze Benefit-Cost Ratio Using FEMA's BCA Tool Kit</b>		8	24					\$4,152
<b>5. Prepare Statement of Work (SOW) and other application documentation</b>	40	8		16		4		\$10,792
<b>6. Complete (EHP) Environmental and Historical Preservation checklist and prepare narrative; attend MCP mtg</b>							40	\$4,000
<b>7. Prepare selected portions of eGrant Online Application</b>	4	16						\$3,464
<b>Total</b>								<b>\$46,956</b>



2171 E. Francisco Blvd., Suite K • San Rafael, California 94901  
Phone: (415) 457-0701 • FAX: (415) 457-1638 • Web site: [www.stetsonengineers.com](http://www.stetsonengineers.com)

Northern California • Southern California • New Mexico • Arizona • Nevada • Colorado

## Standard Billing Rate Schedule Professional Fees

Principal	\$195.00	Per Hour
Special Project Director	\$195.00	Per Hour
Project Manager, Senior	\$182.00	Per Hour
Supervisor I	\$182.00	Per Hour
Supervising Soil Scientist	\$173.00	Per Hour
Supervisor II	\$171.00	Per Hour
Supervisor III	\$163.00	Per Hour
Senior I	\$154.00	Per Hour
Senior II	\$138.00	Per Hour
Senior III	\$127.00	Per Hour
Construction Manager	\$126.00	Per Hour
Construction Manager / Oversight	\$110.00	Per Hour
Senior Construction Inspector	\$110.00	Per Hour
Senior Field Geologist	\$126.00	Per Hour
Senior Associate	\$116.00	Per Hour
Associate I	\$110.00	Per Hour
Associate II	\$105.00	Per Hour
Associate III	\$100.00	Per Hour
Associate Soil Scientist	\$100.00	Per Hour
Senior Assistant	\$97.00	Per Hour
Assistant I	\$93.00	Per Hour
Assistant II	\$88.00	Per Hour
Assistant Soil Scientist	\$88.00	Per Hour
Assistant III	\$83.00	Per Hour
GIS Manager	\$110.00	Per Hour
GIS Specialist I	\$93.00	Per Hour
GIS Specialist II	\$83.00	Per Hour
Technical Illustrator	\$83.00	Per Hour
AutoCAD Technician	\$83.00	Per Hour
Soil Technician	\$73.00	Per Hour
Aide I	\$68.00	Per Hour
Aide II	\$58.00	Per Hour
Aide III	\$53.00	Per Hour
Project Coordinator I	\$127.00	Per Hour
Project Coordinator II	\$93.00	Per Hour
Project Coordinator III	\$83.00	Per Hour
Contract Management	\$95.00	Per Hour
Administrative I	\$68.00	Per Hour
Administrative II	\$58.00	Per Hour
Administrative III	\$53.00	Per Hour

Effective January 17, 2013

W A T E R   R E S O U R C E   P R O F E S S I O N A L S  
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## Direct Expense Rates

Expense Description	Billing Rate
Fax (In-House)	\$.30 / sheet
CAD (In-House)	\$15.00 / hour
GIS Expense (In-House)	\$15.00 / hour
Specialty Computer Expense (In-House)	\$5.00 /hour
Mileage	\$/mile
Reproduction B & W (In-House)	\$.15 /sheet
Reproduction Color 8.5 x 11 (In-House)	\$.89 /sheet
Reproduction Color 11 x 17 (In-House)	\$1.89 / sheet
Plotter Reproduction (In House)	\$1.50 /sq. ft
4 x 4 Truck w/Drill Rig	\$150.00 / day
Survey Equipment	\$120.00 / day

All other project reimbursable expenses (i.e., telephone, commercial transportation , meals, lodging , postage, outside reproduction, etc.) are billed at cost.

\*Mileage is billed at the current IRS approved mileage rate and may be subject to change Direct Expenses and Subcontractor Charges are subject to a 5% - 10% Administration Fee

Note: Testimony fees are 150% of standard rates and apply to depositions, court time and time spent on stand-by at attorney's request. Travel time and preparation time is charged at standard rates. Stetson Engineers Inc. authorizes only staff at associate classification or higher to testify as expert witnesses.

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