

**RECLAMATION DISTRICT NO. 1000
BOARD OF TRUSTEES
REGULAR BOARD MEETING
SACRAMENTO, CA
May 11, 2018
8:00 A.M.
AGENDA
1633 Garden Highway
Sacramento, CA 95833**

Any documents related to agenda items that are made available to the Board before the meeting will be available for review by the public at: 1633 Garden Highway, Sacramento, CA 95833

CALL TO ORDER

SET THE AGENDA

*OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO DIRECTLY ADDRESS THE BOARD ON SUBJECT MATTER NOT ON THE AGENDA WITHIN THE JURISDICTION OF THE BOARD.
(Limit: 3 minutes per person)*

ITEMS SCHEDULE FOR ACTION

1. APPROVAL OF THE MINUTES OF THE BOARD OF TRUSTEES (Action)

A. Regular Meeting – April 13, 2018

2. ADMINISTRATIVE ITEMS

A. Treasurer's Report for April 2018
B. Expenditure Report for April 2018

3. COMMITTEE REPORTS (Information)

A. SAFCA Representatives
B. Executive Committee (5/2/18)
C. Personnel Committee (5/4/18)
D. Legal Committee (5/4/18)

4. BOARD BUSINESS (Action/Information)

A. Authorize General Manager to Execute Agreement with H. T. Harvey and Associates for Environmental Consulting Services (Action)

B. Authorize General Manager to sign agreement with Replicon Inc. for purchase and implementation of Replicon Software package to support budget and resource tracking and documentation (Action)

- C. Authorize General Manager to Execute Master Service Agreement with Kleinfelder Associates for Geotechnical Consulting Services (Action)
- D. Reports by Scott Brown of Larsen-Wurzel Associates
 - a. Status of Supervisory Control and Data Acquisition (SCADA) project
 - b. Status of Plant 1 Spare Transformer Decision
 - c. District Support for Natomas Mutual Water Company Sankey Diversion Lift Station
- E. Sacramento Local Agency Formation Commission - Selection Procedure for Special District Representation to the Consolidated Redevelopment Oversight Board for Sacramento County

ITEMS SCHEDULED FOR INFORMATION/DISCUSSION

- 5. GENERAL MANAGER’S REPORT
 - A. Regional Flood Control Issues
 - B. Flood Season Update
 - C. Update Corps Design Progress Natomas Levee Project
 - D. FEMA 2017 Disaster Assistance funding
 - E. Update on erosion site at 7907 Garden Highway
 - F. District FY 2018-2019 Budget process
 - G. Encroachment Permits Endorsed
 - H. Panhandle Development levee easement/dedication
 - I. Floodway camping/homeless coordination with SAFCA
- 6. PUBLIC OUTREACH REPORT – K. Pardieck
- 7. DISTRICT COUNSEL’S REPORT
- 8. SUPERINTENDENT’S REPORT
- 9. Correspondence/News/Information
- 10. ADJOURN

RECLAMATION DISTRICT NO. 1000
BOARD OF TRUSTEES
ACTION SUMMARY
SACRAMENTO, CA
April 13, 2018
8:00 A.M.
1633 Garden Highway
Sacramento, CA 95833

Trustees Present: Smith, Barandas, Avdis, Burns, Christophel, Gilbert, Harris

President Smith presided at the meeting.

Public Comments: There were no public comments

1. Approval of the Minutes of the Board of Trustees

After brief discussion a motion was made to approve the minutes of the March 9, 2018 Board Meeting with minor edits. A motion was made by Trustee Harris, seconded by Trustee Christophel, and carried by a unanimous vote.

2. Administrative Items

A. Treasurer's Report for March 2018

Checking:	\$ 267,822.96
Money Market:	\$ 218,348.22
County Treasurer:	\$2,126,037.81
LAIF:	\$1,741,724.18
City Pool A:	\$2,025,027.83

ASM Gutierrez presented reports for March 2018 fiscal activity. She noted that she is requesting a \$1 million dollar warrant from the County of Sacramento. Trustee Christophel in concern of highlighted budget variances asked if there is anything the Board should be concerned about. ASM Gutierrez and GM Devereux explained there is no concern and that the budget is being monitored closely. Trustee Harris moved to approve the Treasurer's Report for March 2018, seconded by Trustee Barandas, and carried by a unanimous vote.

3. Committee Reports

A. SAFCA

Trustee Avdis reported on appropriations in Washington D.C. The omnibus bill was passed authorizing \$360 million dollars toward flood control. We have a \$41 million dollar request in for available Corps work plan funds mainly to support the Natomas Levee Project construction. There is concern that the previous funding could be lost due to bid protests. He discussed another funding pot of money for full funding of specific projects. For Natomas, he reported Reach D was protested but is to be heard by the Small Business Administration in May for resolution; Reach I there's hope to rebid by July using an Invitation For Bid process to minimize a risk of protest.

B. Executive Committee

The Executive Committee Met on April 6, 2018. In attendance were Trustees Smith, Barandas, Harris, and GM Devereux. A meeting summary was included in the Board packet. Discussed at this meeting: the April draft agenda, approval of the draft audit for FY 2016-17 as recommended by the Finance

Committee, discussion about projects with the Corps, and efforts relating to succession planning to replace GM Devereux in the first half of 2019.

C. Finance Committee

The Finance Committee met of March 28, 2018. In attendance were Trustees Gilbert and Smith. Staff and consultants in attendance were GM Devereux, ASM Gutierrez, accounting consultant Rob Merritt, and auditor Mary Ann Cropper. Trustee Harris participated by phone. Auditor Mary Ann Cropper provided an overview the audit noting the District is in a strong financial position. She made a few recommendations for the Districts financial review process and made suggestions to receive and monitor private developer deposits. The Committee agreed to have GM develop a draft policy to address aging accounts receivable. The Committee agreed to review account receivables on a semi-annual basis so appropriate actions can be taken. The Committee requested staff continue to work with Sacramento Regional Sanitation District to seek reimbursement of consultant costs on a construction related project which created an impact to our facilities.

D. Urbanization Committee Meeting

The Urbanization Committee met on March 14, 2018. In attendance were Committee members Chris Burns, Nick Avdis, and Thom Gilbert. Staff in attendance were GM Devereux and District PR Consultant Karen Pardieck. Trustee Burns reported a range of important items were discussed: the Districts PR consultant announced her retirement at the end of 2018. The new GM will determine the next PR Consultant and until this transition occurs, GM Devereux will develop an interim PR/outreach plan. GM Devereux is interested in working with Sacramento Police Chief Daniel Hahn to coordinate an off-duty program with the City's Impact Team. GM Devereux discussed the System-Wide Improvement Framework (SWIF) document and future standards for waterside encroachments with emphasis on visibility and access to the waterside levee slope area. Also proposed by GM Devereux, a joint letter from the District, CVFB, and County of Transportation to homeowners along the Garden Highway advising them of required permitting prior to construction activities.

4. Board Business

A. Adoption of Annual Audited Financial Statements for FY 2016-17

Trustee Thom Gilbert, also chair of the Finance Committee recommended the Board adopt the FY 2016-17 Audit. Trustee Harris made a motion to approve the FY 2016-17 Audit, seconded by Trustee Barandas, by a unanimous vote the motion was approved.

B. Authorize General Manager to Execute Agreement with H.T. Harvey and Associates for Environmental Consulting Services

A representative from H.T. Harvey attended on behalf of its Sacramento location led by Matt Walker and Debra Bishop. The Board was very interested in vetting any conflicts. GM outlined this firm's knowledge of water, flood control issues and environmental permitting making H.T. Harvey a good candidate for the District's needs. After discussion of the Master Services Agreement as well as scope and work orders, the Board agreed to approve the Master Services Agreement initially authorizing GM Devereux up to \$10,000 to begin the relationship process with H.T. Harvey. This includes development of a work order to develop a proposed six-month scope and work orders. A motion was made by Trustee Christophel to approve this agreement as stated above, seconded by Trustee Harris, by unanimous vote the motion was approved.

C. Update by District Consultant Steve Yaeger on Natomas Levee Project

Consultant Steve Yaeger provided contract update for Reach I – the Corps has decided to restructure contract documents to low bids, revise qualifications and prequalification requirements, a contract could be awarded by July 2018 with construction commencing next spring, unless another bid protest ensues; Reach I Contract 2 has been delayed until 2020-2022 at request of Corps district managers to revise criteria for contract documents, bid acceptance, and prequalifying process; Reach H - an access road would make it easier for the District to conduct maintenance, however concerns of public safety and mitigation issues will need to be addressed along with bid protest and corrective action to Corps bidding process; Reach D – The Corps awarded the contract on 4/10/18 as a Small Business Administration (SBA) project, the contract is being protested, Corps will work with SBA on a remedy. Hopeful this dispute will be resolved quickly, it is estimated Vestal Drain Relocation could begin in May of 2018 and pump station construction could begin in May 2019.

D. Nominations for California Special District Association (CSDA) Board of Directors

At the March 2018 meeting, GM made known that CSDA is accepting nominations for positions on their board. As a follow up, he asked if there is any interest. At this time, none of our Board members are interested.

5. General Manager's Report

A. Regional Flood Control Issues

GM discussed the SAFCA legislative team is working heavily on state funding for flood control projects and is making a pitch to the state for General Fund money to leverage federal funds that are available. SAFCA is hopeful flood control funding may be made available through the May Revise or through budget committees. Counsel Jim Day updated the Board that he will soon be in discussion with DWR to determine if there is a possibility to modify existing flood control funding agreements so some Prop E funds can be used to make direct payments. Trustee Smith inquired about an upcoming bond measure and GM confirmed there is a bond in June which includes \$100 million for flood control.

B. Flood Season Update

GM Devereux describes a drier season ahead. Reservoirs are below flood reservation, exception is Folsom at 80% capacity.

C. Update Corps Design Progress Natomas Levee Project

Steve Yaeger provided an update in his report.

D. Update on erosion site at 7907 Garden Highway

GM reports we have lost more bank at 7907 garden Highway due to the latest river rise and recession. He detailed the property owner has retained counsel through Desmond Nolan Livaich & Cunningham. Counsel met with CVFB to question why property owner should not be responsible for bank erosion repair and maintains this should be the State Plan of Flood Control's responsibility.

E. District FY 2018-2019 Budget process

GM announced the budget process will soon begin. The Operations, Personnel, Finance Committees will meet for discussion and then a budget will come to the Board for approval.

F. Encroachment Permits Endorsed

GM advised of his endorsement of two permits. 3045 Garden Highway for a new spa. 3791 modifications to existing encroachment.

G. Floodway water quality coordination meeting

GM attended the Regional Water Quality Board workshop to discuss water quality in the floodways. Issues discussed were trash, homeless, and unsafe E-Coli presence as well as necessary continued testing. They are looking for a collaborative way to address these ongoing issues.

H. Brookman Protection Services – Quarterly Update

A quarterly report from Brookman Protection Services was included in the board packet. The Board briefly discussed areas of concern ascertained from the Brookman report.

6. Public Outreach Report

Karen Pardieck provided a verbal report of her activities for the month of March.

7. District Counsel’s Report

Counsel Jim Day provided a verbal report of his activities for the month of March.

8. Superintendent’s Report

Superintendent Don Caldwell gave a verbal and visual presentation of related District activities for the month of March.

9. Correspondence/News/Information

Superintendent Caldwell reminded all of the Annual Creek Week Cleanup on April 14 from 9 am to noon. Meet up locations were discussed. Thom Gilbert mentioned the CSDA Annual Conference is Sept 24-27. He encouraged Trustees to attend.

10. Meeting Adjourned

**STAFF
SUMMARIES & RECOMMENDATIONS
MAY 11, 2018
AGENDA ITEM 2**

SUBJECT: ADMINISTRATIVE ITEMS (Action)

- A) Treasurer's Report**
The Treasurers' Report for April 2018 is enclosed for your review
- B) Expenditure Report**
The Expenditure report for the month of April 2018 is enclosed for your review
- C) Budget to Actual Comparison**
Report covers July 1, 2017 to April 30, 2018

RECOMMENDATION:

- A)** Review and approve the Treasurers' Report.
- B)** Signing of the Expenditure Reports is Board approval of the Expenditure Report.

Reclamation District 1000
Treasurer's Report
April 2018

Treasurer's Report for April 2018

April 2018	
Total Funds	6,591,740.64
Bank of the West - Checking	1,474,107.97
Bank of the West - Money Market	218,362.58
Sacramento County Treasurer	1,126,037.81
State Treasurer - Local Agency Investment Fund	1,748,204.45
City of Sacramento - Pool A	2,025,027.83

April 2018 - Operations and Maintenance Cash Flow			
Beginning Balance			2,394,722.41
	Income	Expense	
Accounts Receivable			-
Interest Income & Other Misc. (see below)	438,065.77		438,065.77
Accounts Payable*		(161,246.27)	(161,246.27)
Payroll		(71,396.13)	(71,396.13)
Transfer from County Treasury	1,000,000.00	(1,000,000.00)	-
Ending Balance			2,600,145.78

*See Attached Check Register

Interest income & other Misc. is made up of the following:

Refund from Smile Business Products	230.69
OES reimbursement for FY 17 activity	133,533.00
Deposit received from MCM Construction	10,000.00
Rent revenue from Sacramento City Fire	4,967.65
FEMA reimbursement	284,830.00
Security patrol fees received from Natomas Basin Conservancy	4,500.00
Monthly interest from Bank of the West	4.43
Total	<u><u>438,065.77</u></u>

10:47 AM

05/03/18

Accrual Basis

**Reclamation District No. 1000
Transactions by Account
As of April 30, 2018**

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Cash and Investments							268,684.60
1010.00 - Bank of the West Checking Acct							268,684.60
Check	04/02/2018	EFT	Comcast			126.13	268,558.47
Bill Pmt -Check	04/02/2018	EFT	City of Sacramento			46.52	268,511.95
Bill Pmt -Check	04/02/2018	EFT	City of Sacramento			148.02	268,363.93
General Journal	04/03/2018			4/5/18 payroll activity		25,721.25	242,642.68
General Journal	04/03/2018			4/5/18 payroll activity		12,248.07	230,394.61
General Journal	04/03/2018			4/5/18 payroll activity, check # 10015		403.28	229,991.33
General Journal	04/03/2018			4/5/18 payroll activity, check # 10016		415.57	229,575.76
General Journal	04/03/2018			4/5/18 payroll activity		93.60	229,482.16
Bill Pmt -Check	04/04/2018	EFT	Napa Auto Parts			922.79	228,559.37
Bill Pmt -Check	04/04/2018	EFT	PG&E			315.05	228,244.32
Bill Pmt -Check	04/04/2018	EFT	Waste Management of Sacramento			412.18	227,832.14
Bill Pmt -Check	04/04/2018	EFT	Alhambra & Sierra Springs			31.99	227,800.15
Check	04/04/2018	33554	Raymond Lewis			150.00	227,650.15
Bill Pmt -Check	04/04/2018	33555	Bartel Associates,LLC			1,197.00	226,453.15
Bill Pmt -Check	04/04/2018	33553	Brookman Protection Services, Inc.			4,200.00	222,253.15
Bill Pmt -Check	04/04/2018	33552	Grace Consulting			2,200.25	220,052.90
Bill Pmt -Check	04/04/2018	33551	Interstate Oil Company			3,338.66	216,714.24
Bill Pmt -Check	04/04/2018	33550	Smile Business Products			209.52	216,504.72
Bill Pmt -Check	04/04/2018	33556	Tico's Cleaning Service, Inc.			520.00	215,984.72
Bill Pmt -Check	04/04/2018	33548	Valley Truck & Tractor Company			506.42	215,478.30
Bill Pmt -Check	04/04/2018	33549	Yolo County Public Works			3,464.54	212,013.76
Bill Pmt -Check	04/05/2018	33557	Valley Truck & Tractor Company			63.28	211,950.48
General Journal	04/09/2018		Smile Business Products	Refund from vendor for overpayment	230.69		212,181.17
General Journal	04/09/2018			OES reimbursement from FY 17 activity	36,797.00		248,978.17
General Journal	04/09/2018				106,736.00		355,714.17
Check	04/13/2018	EFT	Cal Pers			1,000.00	354,714.17
Bill Pmt -Check	04/13/2018	EFT	PG&E			218.35	354,495.82
Check	04/13/2018	EFT	Cal Pers			7,071.20	347,424.62
Check	04/13/2018	EFT	Cal Pers			1,744.96	345,679.66
Check	04/13/2018	EFT	Cal Pers			1,591.17	344,088.49
Bill Pmt -Check	04/13/2018	33558	AT&T			259.58	343,828.91
Bill Pmt -Check	04/13/2018	33559	Sterling May Equipment Co. Inc.			262.55	343,566.36
Check	04/13/2018	33560	Ronald Peterson			150.00	343,416.36
Bill Pmt -Check	04/13/2018	33561	US HealthWorks			134.00	343,282.36
Check	04/13/2018	33562	Umberto Gutierrez			150.00	343,132.36
Bill Pmt -Check	04/13/2018	33563	Smile Business Products			201.63	342,930.73
Bill Pmt -Check	04/13/2018	33564	Tractor Supply Credit Plan			1,046.81	341,883.92
Bill Pmt -Check	04/13/2018	33565	Day Carter & Murphy LLP			8,692.50	333,191.42
Bill Pmt -Check	04/13/2018	33566	US Bank Corp			2,075.50	331,115.92
Bill Pmt -Check	04/13/2018	33567	Berkshire Hathaway Homestate Co...			3,016.92	328,099.00
Bill Pmt -Check	04/13/2018	33568	Core Logic Information Solutions, Inc.			256.00	327,843.00
Bill Pmt -Check	04/13/2018	33569	Montage Enterprises			77.69	327,765.31
Check	04/13/2018	33570	Taylor Tikalsky			150.00	327,615.31
Check	04/13/2018	33571	ACWA JPIA			3,589.52	324,025.79
Bill Pmt -Check	04/13/2018	33572	SGS Colusa			6,271.83	317,753.96
Bill Pmt -Check	04/13/2018	33573	Staples			242.44	317,511.52
Bill Pmt -Check	04/13/2018	33574	Carson Landscape Industries			615.00	316,896.52
Bill Pmt -Check	04/13/2018	33575	Steve Yaeger Consulting			3,086.50	313,810.02
Check	04/13/2018	33576	Michael Rhoads			150.00	313,660.02
Check	04/13/2018	33577	Great America Financial Services			279.69	313,380.33
Bill Pmt -Check	04/13/2018	33578	Ramos Environmental Services			399.66	312,980.67
Bill Pmt -Check	04/13/2018	33579	TC Printing			269.29	312,711.38
General Journal	04/13/2018		City of Sacramento	Rent for April, May and June 2018, Sac City Fire	4,967.65		317,679.03
Bill Pmt -Check	04/16/2018	EFT	City of Sacramento			4.38	317,674.65

10:47 AM

05/03/18

Accrual Basis

**Reclamation District No. 1000
Transactions by Account
As of April 30, 2018**

Type	Date	Num	Name	Memo	Debit	Credit	Balance
General Journal	04/18/2018			4/20/18 payroll activity		21,848.64	295,826.01
General Journal	04/18/2018			4/20/18 payroll activity		10,612.72	285,213.29
General Journal	04/18/2018			4/20/18 payroll activity		53.00	285,160.29
Payment	04/18/2018		June 30, 2017 customers		284,830.00		569,990.29
Bill Pmt -Check	04/20/2018	33593	Steve Yaeger Consulting			1,800.00	568,190.29
Bill Pmt -Check	04/20/2018	33581	Mead & Hunt			7,555.26	560,635.03
Check	04/20/2018	33582	Paul Devereux			122.83	560,512.20
Bill Pmt -Check	04/20/2018	33583	Interstate Oil Company			1,873.68	558,638.52
Bill Pmt -Check	04/20/2018	33584	Brookman Protection Services, Inc.			3,900.00	554,738.52
Bill Pmt -Check	04/20/2018	33585	Karen Pardieck			1,800.00	552,938.52
Check	04/20/2018	33586	Bryan Hall			150.00	552,788.52
Bill Pmt -Check	04/20/2018	33587	Larsen Wurzel & Associates			1,998.75	550,789.77
Bill Pmt -Check	04/20/2018	33588	SGS Colusa			136.00	550,653.77
Bill Pmt -Check	04/20/2018	33589	Platt			154.58	550,499.19
Bill Pmt -Check	04/20/2018	33590	A T.E.E.M. Electrical Engineering, L...			10,290.00	540,209.19
Bill Pmt -Check	04/20/2018	33591	Streamline			200.00	540,009.19
Bill Pmt -Check	04/20/2018	33592	Chavez, Silva & Company			2,295.00	537,714.19
Bill Pmt -Check	04/20/2018	EFT	PG&E			24.40	537,689.79
Check	04/20/2018	33580	Michael Blicke			677.68	537,012.11
Check	04/23/2018	EFT	Cal Pers			16,970.03	520,042.08
Bill Pmt -Check	04/23/2018	EFT	The Home Depot			417.71	519,624.37
Bill Pmt -Check	04/24/2018	33598	Jason Frankovich			190.00	519,434.37
Check	04/24/2018	33596	Tony Del Castillo			150.00	519,284.37
Bill Pmt -Check	04/24/2018	33599	CH2M Hill			7,990.47	511,293.90
General Journal	04/25/2018		The Notomas Basin Conservancy	Calendar Q1 2018 security patrol	4,500.00		515,793.90
General Journal	04/26/2018			Transfer from County Treasury to Bank of the West Oper...	1,000,000.00		1,515,793.90
Bill Pmt -Check	04/27/2018	EFT	Verizon			289.99	1,515,503.91
Bill Pmt -Check	04/27/2018	EFT	City of Sacramento			49.62	1,515,454.29
Bill Pmt -Check	04/27/2018	EFT	City of Sacramento			158.99	1,515,295.30
General Journal	04/30/2018		Bank of the West	April 2018 Bank of the West operating interest	4.43		1,515,299.73
Bill Pmt -Check	04/30/2018	33595	SMUD			39,865.76	1,475,433.97
Bill Pmt -Check	04/30/2018	33597	City of Sacramento			1,326.00	1,474,107.97
Total 1010.00 - Bank of the West Checking Acct					1,438,065.77	232,642.40	1,474,107.97
Total Cash and Investments					1,438,065.77	232,642.40	1,474,107.97
TOTAL					1,438,065.77	232,642.40	1,474,107.97

Reclamation District No. 1000
Budget to Actual Comparison
July 1, 2017 to April 30, 2018 (Ten Months Ending of Fiscal 2018)

	Year to Date July 1, 2017 to April 30, 2018	Budget	Percent of Budget
Operation & Maintenance Income			
Property Assessments	1,286,830	2,248,421	57.23%
Rents	19,871	20,000	99.36%
Interest Income	48,418	13,000	372.45%
Finance Charges/Penalty	-	200	0.00%
CERBT Reimbursement	-	-	Not Budgeted
SAFCA - O/M Assessment	-	1,300,000	0.00%
Miscellaneous	1,372	5,000	27.44%
FEMA/OES Disaster Reimbursement	133,533	-	Not Budgeted
Total	1,490,024	3,586,621	41.54%
Restricted Fund			
Metro Airpark Groundwater Pumping	-	20,000	0.00%
Total Combined Income	1,490,024	3,606,621	41.31%
Operations and Maintenance - Expense			
Administration			
Election Cost	46,602	50,000	93.20%
City/County Fees	11,467	10,000	114.67%
Legal	89,444	85,000	105.23%
Liability/Auto Insurance	106,983	110,000	97.26%
Office Supplies	5,341	5,500	97.11%
Assessment Costs	23,157	30,000	77.19%
Computer Costs	13,565	10,000	135.65%
Uninsured Losses	-	1,000	0.00%
Accounting/Payroll Services	38,676	36,000	107.43%
Admin. Services	25,724	26,000	98.94%
Utilities (Phone/Water/Sewer)	16,115	23,500	68.57%
Mit. Land Expenses	106	3,000	3.53%
Other	9,862	10,000	98.62%
SAFCA (CAD)	6,359	3,600	176.64%
New Office Furniture	3,331	-	Not Budgeted
Sub Total	396,732	403,600	98.30%
Personnel/Labor			
Wages	764,416	987,688	77.39%
Group Insurance	106,150	118,305	89.73%
Worker's Compensation Insurance	27,152	46,000	59.03%
Annuitant Health Care	53,299	-	Not Budgeted
OPEB - ARC	-	38,785	0.00%
Dental/Vision/Life	17,729	26,000	68.19%
Payroll Taxes	59,732	76,580	78.00%
Pension	138,142	156,044	88.53%
Trustee Fees	27,675	39,000	70.96%
Sub Total	1,194,295	1,488,402	80.24%
Operations			
Power	340,147	500,000	68.03%
Supplies/Materials	15,952	22,000	72.51%

Herbicide	47,954	135,000	35.52%
Fuel	37,182	55,000	67.60%
Field Services	167,801	96,500	173.89%
Field Operations Consultants	16,364	20,000	81.82%
Equipment Rental	2,519	10,000	25.19%
Refuse Collection	11,772	10,000	117.72%
Equipment Repair/Service	6,441	22,000	29.28%
Equipment Parts/Supplies	57,925	55,000	105.32%
Facility Repairs	78,348	250,500	31.28%
Shop Equipment (not vehicles)	194	13,000	1.49%
Field Equipment	315	11,000	2.86%
Misc/Other 2	3,193	-	Not Budgeted
Sub Total	786,107	1,200,000	65.51%
Equipment			
Small Equipment/Software	5,500	12,500	44.00%
Service Truck Replacement	44,193	-	Not Budgeted
Large Equipment	203,941	209,000	97.58%
Construction in Progress SCADA	25,180	-	Not Budgeted
Sub Total	278,814	221,500	125.88%
Consulting/Contracts/Memberships			
Public Relations	22,100	35,000	63.14%
Engineering/Admin Consultants	179,535	150,000	119.69%
Memberships	21,487	35,000	61.39%
Security Patrol	42,000	83,000	50.60%
Contingency Levee Patrol	-	5,000	0.00%
Sub Total	265,122	308,000	86.08%
Total O & M Expenses	2,921,070	3,621,502	80.66%
Capital Expenses			
Capital Facilities	112,525	300,000	37.51%
Total All Expenditures	3,033,595	3,921,502	77.36%

Note: Included in Capital Facilities is the security fencing for plant 1 of \$53,775, asphalt for \$23,600, and the new shop well for \$35,150.

**STAFF
SUMMARIES & RECOMMENDATIONS
MAY 11, 2018
AGENDA ITEM 3**

SUBJECT: COMMITTEE REPORTS (Information)

- A. SAFCA Representatives – verbal report
- B. Executive Committee (5/2/18)
- C. Personnel Committee (5/4/18)
- C. Legal Committee (5/4/18)

Executive Committee Minutes

May 2, 2018

In attendance were Trustee Jeff Smith, Tom Barandas, and GM Devereux; Trustee Harris participated by phone

There were no members of the public present and therefore no public comments.

GM Devereux reviewed the draft agenda for the May Board meeting. He noted two additional items to be added to the draft agenda, a Master Service Agreement with Kleinfelder for Geotechnical consulting services and an item related to LAFCO representation. He also noted the Personnel and Legal Committees were meeting on Friday and will report out at the Board meeting.

Trustee Harris had some questions about the Natomas Basin HCP decision the Board must decide. He welcomed the proposed update to the Board by the Natomas Basin Conservancy Executive Officer at a future meeting. The Committee also discussed the succession plan for the General Manager; erosion at 7907 Garden Highway and proposed land dedication/acquisition associated with the Panhandle Development Project.

There being no further business, the meeting was adjourned.

Personnel Committee Minutes
May 4, 2018

The Personnel Committee met on May 4; in attendance was Trustees Fred Harris, David Christophel and Chris Burns. Staff in attendance was General Manager (GM) Devereux. Chair Harris called the meeting to order.

GM Devereux had provided the Committee a draft agenda of topics to discuss at the meeting; the first item being the proposed budget. He is not recommending the District conduct any surveys this year and is not recommending any changes to the District's benefit package at this time. Trustee Burns had some questions about the District's Compensation Philosophy which GM Devereux responded. Recommended salary adjustments will be brought to the Committee in June following employee performance evaluations. He is following the recommendation approved last year for COLA using the U.S. City Average CPI from April 2017 to April 2018. The data will be available later this month, but the March to March was trending at 2.4%.

GM Devereux noted the Committee Chair Harris will need to initiate the annual performance evaluation for himself prior to recommending a salary adjustment. Trustee Harris indicated he would get the review forms out to the Board members later today. It is anticipated the Executive Committee would review the evaluation with the GM prior to the full Board at the June meeting (typically in closed session).

The second item was the status of the succession plan for the GM position. GM Devereux indicated he is drafting a Request for Proposal to be send to local Executive Search firms. He requested the Personnel Committee review the proposals, conduct any interviews and make a recommendation to the Board for the July meeting. This would allow for a new GM to start around the beginning of 2019 to overlap with current GM for approximately 3 to 4 months.

Trustee Burns noted his is reaching out to CalPERS regarding the discrepancy for the new Admin Service Manager J. Gutierrez so her retirement benefit is consistent with the intent when she was hired. GM Devereux noted he has an actuarially based analysis of the difference in retirement benefits under the Classic and the 2% @60 along with a compensation estimate to offset the difference. This will be shared at the next meeting with any information from Trustee Burns.

There being no further business to discuss, the meeting was adjourned.

**STAFF
SUMMARIES & RECOMMENDATIONS
MAY 11, 2018
AGENDA ITEM 4A**

SUBJECT: Authorize General Manager to Execute Agreement with H.T. Harvey and Associates for Environmental Consulting Services (Action)

Item No. 4A
Master Service Agreement Modification with
H.T. Harvey and Associates for Environmental Consulting Services

Summary and Recommendation

Staff is recommending the Board authorize the General Manager to modify the previously authorized master services agreement with H. T. Harvey and Associates for environmental consulting services. As requested at the last meeting, a scope of anticipated tasks has been developed with an estimated fee. The initial contract ceiling based on the estimated fee for the task orders is \$60,195.

Background

At the last Board meeting, staff had requested authority to enter into a Master Services Agreement (attached) with H.T. Harvey Associates for environmental consulting services. The authority requested the General Manager be delegated authority to approve individual task orders within an approved contract ceiling.

The Board gave authority to the General Manger to execute the agreement with H.T. Harvey and Associates with direction to develop an initial task order scope and fee estimate to be brought back to the Board for approval. Attached are the specific task orders staff is requesting authority to engage with the consultant. The last task is undefined to allow flexibility for unanticipated tasks that may arise with a limited budget amount to expedite work without getting additional Board authorization.

Based on the identified tasks, the consultant's not to exceed fee estimate is \$60,195.00 including budget for other tasks as identified by the General Manager.

**Professional Services Agreement
between
Reclamation District No. 1000
and
H.T. Harvey and Associates, Inc**

This AGREEMENT is made and entered into this 20th day of April 2018, by and between H.T. Harvey and Associates, Inc., hereinafter referred to as "Consultant," and the Reclamation District No. 1000, a public entity of the State of California formed by special act of the California Legislature, hereinafter referred to as "District."

WITNESSETH

WHEREAS, District has requested and Consultant has proposed to provide general Environmental Consulting Services (the "Services").

WHEREAS, Consultant has represented to District that it has special training, experience, expertise, competence and facilities to perform the Services required hereunder; and

WHEREAS, District has determined to rely upon such representations and has requested Consultant to provide the Services.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, District and Consultant agree as follows:

1. Services
 - A. Consultant agrees to provide general Environmental Consulting Services (the "Services").
 - B. Consultant agrees to assign an overall Project Manager acceptable to the District to coordinate all the work activities undertaken by the Consultant for the District.
 - C. Consultant shall take direction from and shall report to the District's General Manager or his designee.
 - D. Consultant shall provide written task orders specifying scope, deliverables, schedule, compensation, and a Not to Exceed fee estimate, along with other

special provisions that may apply to the particular task, for authorization by the District's General Manager or his designee.

2. Term of Agreement

- A. Agreement shall remain in effect until completion of the Services or until terminated in writing by District or Consultant. Either District or Consultant may terminate this Agreement at any time by giving the other party at least ten (10) days advance written notice of such action. In the event of District's termination of agreement, District shall be liable only for the payment for Services performed or furnished prior to the effective date of such termination.

3. Compensation

- A. Consultant shall be paid for work actually performed on the Services, on a time and materials basis.
- B. Consultant shall be reimbursed for reasonable travel expenses while traveling in performance of work under this Agreement.
- C. Consultant shall be reimbursed for such other costs or expenses of performance as may be approved in writing by District.
- E. The terms of compensation are as follows hereunder:
 - 1. Labor rates – As set forth in the Fee Schedules attached hereto as Attachment 1.
 - 2. Travel expenses – As provided for in the Expense Reimbursement Schedule attached hereto as Attachment 1.
 - 3. All other direct job expenses including professional services provided by others – Actual cost plus 5%.
- F. The Schedules attached hereto as Attachment 1 may be updated on an annual basis, and shall be incorporated herein if approved in writing by District.

4. Invoices, Payments and Notices

Consultant shall submit monthly invoices for the services rendered and expenses incurred during the preceding period. Invoices shall be in sufficient detail to describe the services performed and costs incurred. At a minimum, the invoice shall be broken down by specific task and include the name and title of each person the number of hours, hourly rate and total amount being invoiced for that task. In addition, the invoice shall include a brief summary of the major task(s) completed in that month.

District shall approve or disapprove all or part of an invoice or billing within fifteen (15) days following receipt thereof, and shall pay, within thirty (30) days of approval, all approved invoices and billings. District reserves the right to withhold payment of disputed specific items and shall give notice to the Consultant of all such disputed specific items within fifteen (15) days following receipt of billing or invoices. In the event of disputed billing items, Consultant shall furnish supporting data satisfactory to District, and the parties shall negotiate in good faith to resolve such dispute.

Consultant shall notify District's General Manager in writing upon expenditure of seventy-five percent (75%) of the amount set forth in the approved task order as a not to exceed estimate. Such notice shall identify the percentage of funds expended, the percentage of work completed, an explanation of any variation between these two percentages, and an assessment of the cost of the remaining work to be performed

Failure of District to comply with these payment provisions is a basis for the Consultant to discontinue work on the Project until compliance with the payment provisions is achieved in full.

Any invoice, payment, notice, demand, request, consent or approval that either party hereto may or is required to give to the other party, shall be in writing and shall be either personally delivered or sent by mail or email, addressed as follows (or as subsequently amended):

TO DISTRICT:

General Manager
Reclamation District 1000
1633 Garden Highway
Sacramento, CA 95833
Email: pdevereux@rd1000.org

TO CONSULTANT:

Debra Bishop, Principal
H.T. Harvey and Associates Inc.
1331 Garden Highway, Suite 300
Sacramento, CA 95833
Email: dbishop@harveyecology.com

5. Indemnification

Consultant shall indemnify, defend and hold harmless District, and its officers, agents and employees, from and against any and all liability, expenses, including legal fees and claims for damages, including but not limited to bodily injury, death, personal injury or property damage arising from, or connected with the Services provided hereunder, which shall arise out of or be connected with any negligent error or omission or willful

misconduct of Consultant or any of its agents, employees or subcontractors it uses in performance of this Agreement, except to the extent that such damage, loss, injury or death arises out of the active negligence or willful misconduct of District.

In the event that Consultant, its employees, subcontractors or sub consultants enter upon private property in the course of the performance of the Services, Consultant also agrees to indemnify, defend and hold District harmless from and against any and all claims, losses, liabilities, costs, expenses (including reasonable attorneys' fees) and damages arising from the willful misconduct, negligence, or violation of statute or regulation by Consultant, its employees, subcontractors or sub consultants in the performance of the Services

6. Insurance

Consultant shall maintain in full force and effect during the entire term of this Agreement comprehensive general liability insurance coverage with limits of not less than the following:

- (1) Bodily Injury: \$1,000,000 each occurrence
 \$1,000,000 each person
 \$2,000,000 aggregate
- (2) Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

Consultant shall submit evidence of such insurance in the form of a certificate of insurance satisfactory to District naming District as an additional insured.

Consultant shall maintain in full force and effect during the entire term of this Agreement automobile insurance coverage with limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence. Consultant shall submit evidence of such insurance in the form of a certificate of insurance satisfactory to District.

Consultant shall maintain insurance covering claims arising out of the performance of professional services under this Contract and caused by the errors, omissions or negligent acts for which the Consultant is liable, in an amount of not less than \$1,000,000 per claim. This insurance shall be maintained in force by the Consultant for a period of no less than four years after the date of substantial completion of the Services by Consultant.

Consultant agrees to provide workers' compensation insurance as required by law for Consultant's employees and agents, and agrees to hold harmless and indemnify the District for any and all claims arising out of injury, disability, or death of Consultant's employees or agents. Consultant agrees to carry employer liability insurance in the

sum of not less than \$1,000,000 Consultant shall submit evidence of such insurance in the form of a certificate of insurance satisfactory to District.

7. Independent Contractor

It is understood and agreed that Consultant (including Consultant's employees and subconsultants) is an independent contractor, and that no relationship of employer-employee exists between the parties hereto. Consultant, in the performance of its obligations hereunder, is subject to the general control or direction of District as to the tasks to be performed and the results to be accomplished by the services, and not the means, method or sequence used by Consultant for accomplishing the results. Consultant exclusively assumes responsibility for acts of its subcontractors, associates, agents and employees as they relate to the services to be performed under this Agreement.

8. Professional Services

Consultant agrees that the work hereunder shall be performed and completed in a professional manner. All services shall be performed in the manner of and according to the professional standards observed by a competent practitioner of the profession in which the Consultant is engaged.

All of the Services shall be performed by Consultant or under its direction, and all personnel engaged therein shall be fully qualified under applicable state, federal, and local laws, statutes, ordinances, rules and regulations to undertake the work performed by them.

9. Responsibility of Consultant

Consultant shall be solely responsible for the quality, completeness and accuracy of its work and the work performed in connection with this Agreement. Any review, approval or concurrence therewith by District shall not be deemed to constitute acceptance or waiver by District of any defect, error or omission as to such work.

10. Consultant's Records

During the entire term of this Agreement, and for not less than four (4) years thereafter, Consultant shall maintain all of its records pertaining to performance of this Agreement, including records of all its reimbursable expenses incurred in connection therewith, which shall be maintained in accordance with generally accepted professional accounting principles consistently applied. Consultant shall make such records available upon request by District, or its authorized representative, for purposes of examination, audit or copying. District shall be notified prior to disposal of any records.

11. Publication of Documents and Data; Confidentiality

Consultant shall not publish or disclose documents or data which in any way relate to the Project, or to work performed in connection therewith, to any third party without the prior written consent of District. Submission or distribution of such documents or data as necessary to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of District.

12. Ownership of Work Product

All materials produced, created, generated, developed, purchased, or collected by Consultant in connection with the performance of the Services, including, but not limited to, reports, maps, data, exhibits, and computer programs and software, are the property of the District and those documents requested by the District shall be delivered to the District upon termination of this Agreement. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by District. District recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of Consultant's services and are not designed for use other than what is intended by this Agreement. District shall hold Consultant harmless from any use of such documents other than for the Services covered by a Work Order issued pursuant to this Agreement.

13. Similar Services/Business Ethics.

Nothing in this Agreement shall operate or be construed to preclude or inhibit Consultant from rendering similar services to any other person or entity, save that: (i) Consultant agrees not to provide such services for any project that would interfere or be incompatible with the Services and (ii) Consultant agrees not to provide any professional services that create a conflict of interest with Consultant's (or its subcontractors' or sub consultants') performance of the Services without the District's prior written consent.

14. Assignment and Subcontracting

Consultant's obligations under this Agreement are not assignable or transferable, and Consultant agrees not to subcontract any work not specifically provided under this agreement, without the prior written approval of District, which will not be unreasonably withheld.

15. Employment Practices

Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices. Consultant shall comply with all

applicable local, state, and federal regulations regarding affirmative action and equal employment opportunity.

16. Default and Termination

Upon the occurrence of any default of the provisions of this Agreement or a Work Order issued hereunder, a party shall give written notice of default to the party in default (Notice). If the party in default does not cure the default within ten (10) days of the date of Notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended in the discretion of the party giving Notice.

Notwithstanding any other term or condition of this Agreement, District may terminate this Agreement without cause upon ten (10) days written advance notice to Consultant (Notice of Termination). In the event District issues a Notice of Termination, the Consultant, and all its subcontractors, shall immediately cease work. District shall reimburse Consultant for services performed and costs incurred through the effective termination date at the stated time and expense rates.

17. Disputes.

The parties recognize that, during the term of this Agreement, there may be disputes regarding the obligations of the parties or the interpretation of this Agreement. The parties agree that, prior to commencing any litigation, they will attempt to resolve disputes using the following procedure. The party alleging a violation of this Agreement shall provide a written statement describing all facts that it believes constitutes the violation of this Agreement to the other party. The other party shall have thirty days from the date of the written statement to prepare a written response to the allegation of a violation of this Agreement or to cure the alleged violation to the reasonable satisfaction of the party alleging a violation of this Agreement. The parties shall meet within ten days of the date of the response to attempt to resolve the dispute amicably. If the parties cannot resolve the dispute within ninety days of the date of the written response, the parties shall engage a mediator, experienced in disputes of a similar nature, to attempt to resolve the parties' differences. The District shall ensure that it is represented at the mediation by a Trustee. The Consultant shall be represented at the mediation by a person with rank of Vice-President or higher. These representatives of the parties may consult with staff and/or technical consultants during the mediation and such staff and/or technical consultants may be present during the mediation. The costs of the mediator shall be divided evenly between the parties. No party may commence litigation of the dispute until ten days after the mediator determines in writing that s/he is not able to resolve the dispute between the parties.

18. Entire Agreement; Amendments

This Agreement and the attachments hereto constitute the entire agreement and understanding between the parties as to the subject matter contained therein,

supersedes all prior or contemporaneous written or oral representations, agreements and understandings, and may not be modified except in writing signed by both parties.

19. California Law and County Forum

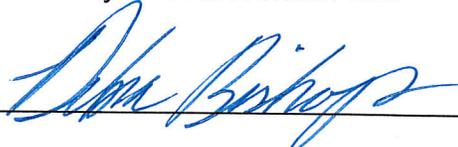
Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation or arbitration, shall be brought in Sacramento County, California, and shall be resolved in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

Reclamation District No. 1000

H.T. Harvey and Associates Inc.

By: 
Paul Devereux, General Manager
The above person is authorized to sign for District and bind the District to the terms hereof

By: 
Debra Bishop, Principal

Dated: 04/20/2018

Dated: 04/20/2018



H. T. HARVEY & ASSOCIATES

Ecological Consultants

Fees Effective January 1, 2018

Personnel Classification	Hourly Billing Rate
Principal	\$ 235 – 269
Senior Associate Ecologist	\$ 211
Associate Ecologist	\$ 196
Senior Ecologist 2	\$ 178
Senior Ecologist 1	\$ 161
Ecologist 2	\$ 139
Ecologist 1	\$ 123
Field Biologist 2	\$ 107
Field Biologist 1	\$ 89
Senior GIS Analyst	\$ 131
GIS Analyst	\$ 112
GIS Technician	\$ 95
Technical Editor	\$ 107
Technical Support	\$ 85
Clerical Support	\$ 70
Deposition and Testimony	Two times standard rate
Subcontractual Consultants	Cost plus 10%
Direct Expenses	Cost plus 10%
Transportation	Current IRS Federal Standard Mileage Rate (54.5¢ / mile as of January 2018)
Travel (Cost plus 10%)	~ \$282/day (based on federal per diem rate)
Field Equipment Operation	Variable

Billing rates are subject to annual increases of up to 4% and will be adjusted at the beginning of each calendar year.

Attachment 1



PLANNING PARTNERS, INC. BILLING RATES

Senior Project Manager	\$ 175/hour
Project Manager	\$ 140/hour
Planner	\$ 125/hour
GIS/CAD Technician	\$ 110/hour
Technical Editor	\$ 80/hour

Other direct expenditures (mileage, postage, reproduction) billed at cost.



STEVENS CONSULTING BILLING RATES

Craig Stevens	\$ 165/hour
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Other direct expenditures (mileage, postage, reproduction) billed at cost.



**InContext Billing Rates and Fee Schedule
2018**

Employee Category	Hourly Rate
Principal	\$135.00
Architectural Historian	\$115.00
Director/Manager	\$90.00
Leader/Coordinator	\$75.00
GIS	\$72.00
Business Manager	\$70.00
Technician III	\$60.00
Technician II	\$50.00
Technician I	\$41.00
Editor	\$50.00
Admin	\$40.00

Direct Costs*	Fee
Mileage	IRS rate (currently \$0.545/mi.)
Photocopies	\$0.25/pg B&W; \$0.70/pg color
Postage	At cost
Trimble GPS (Geo 6000)	\$95.00/day
Metal Detector (MXT All Pro)	\$20/day
Pathfinder GPS Software	\$35.00/day
Vehicle rental	At cost
Records search fees	At cost
Lodging and meals	GSA rate+
Vendor/subconsultant	At cost

**10% fee applies*

InContext

www.incontext.co
915.241.9285



H. T. HARVEY & ASSOCIATES

Ecological Consultants

April 27, 2018

Mr. Paul Devereux
Reclamation District 1000
1633 Garden Highway
Sacramento, CA 95833

Subject: Scope and Budget for 2018 Environmental Tasks

Dear Paul:

As we discussed, I am providing a scope and budget to assist Reclamation District 1000 (the District) with anticipated environmental tasks for the upcoming year. H. T. Harvey & Associates, with assistance from our subconsultants (Stevens Consulting, Environmental Planning Partners, and InContext) as needed, will provide the following services:

- Natomas Basin Habitat Conservation Plan (HCP) decision document completion
- Environmental training/education for field staff
- Natomas Levee Improvement Project (NLIP) site-specific management plan (SSMP) coordination
- 2017 FEMA disaster grant projects coordination
- West Drain (Fisherman's Lake) sediment removal project assistance
- Urban forest plan assistance
- Aquatic vegetation working group participation
- As-needed assistance

Task 1. Completion of HCP Decision Document

Stevens Consulting has been working with the District to identify the potential benefits and drawbacks of the District becoming a participant in the Natomas Basin HCP. As part of this work, an analysis is underway comparing current operations and maintenance (O&M) practices to those required under the HCP. This deliverable is approximately 80% completed and will be finished as part of this task. We will conduct informal discussions with the Director of the Natomas Basin Conservancy (TNBC) and select resource agency staff members to gauge the benefits and drawbacks to District participation in the HCP. In addition, we will work with select members of the District Board of Trustees (ad hoc committee) to weigh issues related to joining the HCP and provide guidance as needed regarding this decision.



This task also will include a financial analysis of the potential increase (or decrease) in operating costs to the District that will result from joining the HCP. The financial analysis will cover changes in practices related to O&M, differences in biological surveys and due diligence, and mitigation costs.

We will work with the District's General Manager (GM) to develop a decision document providing a recommendation to the Board regarding joining the HCP.

Deliverables: Comparison of O&M practices
Comparison of financial considerations
Summary of meeting notes from TNBC and agency discussions
Decision document

Task 2. Environmental Training/Education for Field Staff

To prepare for the upcoming field season, we will conduct one 3–4 hour workshop related to environmental and cultural resource issues that may be encountered in the District's jurisdictional area. Topics will include a brief background of the state of environmental resources in the area, species and habitat types that may be encountered, and avoidance and minimization efforts.

Deliverables: Course outline
Field cards

Task 3. NLIP SSMP Coordination

In anticipation of the District assuming O&M responsibilities for properties related to the NLIP, we will provide assistance by researching and analyzing the SSMP for flood control and drainage facilities that included mitigation elements as part of the NLIP including the upper and lower giant garter snake canals, grassland areas, and others as needed. This task will include reviewing the SSMPs developed under SAFCA, meeting with SAFCA representative staff (GEI), identifying SSMP documentation requirements, identifying new O&M procedures and time constraints, developing a schedule for documentation, identifying the responsible person, and developing a field checklist.

Deliverables: Summary of meeting notes
Technical memorandum of findings
Field staff checklist

Task 4. 2017 FEMA Disaster Grant Projects Coordination

We will work closely with the District's GM to develop a list of projects that are eligible for 2017 FEMA disaster-relief funding. These projects will be categorized by the responsible jurisdiction (federal, state, District). Each project will be reviewed to identify the level of environmental compliance/permitting needed (if any). Under this task order, we will provide assistance in securing compliance for projects based on their priority and the availability of funding.

We also will work with the District and Mead & Hunt to implement the repair project located in the Main Drain which was identified as a priority among the 2017 projects.. This work (subject to budget availability) will include ensuring environmental compliance (under CEQA) and securing permits (Section 1600, etc.), attending a coordination meeting site visit, providing preconstruction and construction monitoring as needed, and coordinating with District and agency staff.

- Deliverables:** CEQA compliance (exemption)
Permits
Post-project compliance documentation (if needed)

Task 5. Assistance with West Drain (Fisherman's Lake) Sediment Removal Project

We will work with the District's GM and Mead & Hunt to help develop a project description for the sediment removal project at Fisherman's Lake. The project description will identify the need for the project and outline potential conceptual short- to long-term solutions to address sediment accumulation. The alternative solutions provided in the project description may include proposed enhancements to the site. We will provide information regarding the anticipated level of environmental compliance that may be needed under varying scenarios.

- Deliverables:** Technical memorandum that identifies the project need, opportunities, and constraints
Conceptual plans

Task 6. Assistance with Urban Forest Plan

We will identify District-owned lands that are suitable for planting trees as a supplemental mitigation action that is part of federal Natomas Levee Project implementation. This task will include surveying District-owned parcels, developing a conceptual map, and providing recommendations regarding tree species and specific planting locations.

- Deliverables:** Conceptual map
Technical memorandum with recommendations

Task 7. Participation in Aquatic Vegetation Working Group

We will provide an expert in aquatic vegetation to serve as a representative of the District in a Natomas Basin aquatic vegetation working group.

- Deliverables:** Meeting minutes and recommendations

Task 8. Assistance with Other Tasks as Needed (On-Call)

This task consists of responding on an as-needed basis to District requests. Specific tasks may include biological and cultural resource field surveys; project management, coordination, and meetings not included in other tasks; coordination with District staff, resource agencies, and others; and other items as directed by GM.

**STAFF
SUMMARIES & RECOMMENDATIONS
MAY 11, 2018
AGENDA ITEM 4B**

SUBJECT: Authorize General Manager to sign agreement with Replicon Inc. for purchase and implementation of Replicon Software package to support budget resource tracking and documentation (Action)

Item No. 4B

Authorize General Manager to sign agreement with Replicon Inc. for purchase and implementation of Replicon Software package to support budget and resource tracking and documentation (Action)

Summary and Recommendation

Staff is recommending the Board authorize the General Manager to enter into an agreement with Replicon. Replicon is a global technology leader of cloud-based electronic time intelligence software which will provide RD 1000 a solution to track, analyze, understand, and predict how employees spend their time. Replicon enterprise software will improve employee time keeping accuracy, free up administrative staff time, and modernize the way RD 1000 reports and tracks employee time and activities. The total cost to implement this enterprise software is \$3870. After initial set up, costs are projected at \$3420 annually.

Background

For a number of years, RD 1000 has relied upon an arguably outdated time reporting system of employees manually filling in timesheets to report time and activities and office staff manually processing employee timesheets to generate payroll and activity tracking. The task in itself is onerous, rife with possibility for miscalculation and errors. Staff desires to streamline this process.

Administrative staff currently utilizes a variety of basic office suite applications and paper tracking systems to record employee hours worked, work activities, locations, and equipment used. Because a cohesive tracking application is not currently used, information is not readily available. When reporting of information is necessary, it creates a staff time burden to piece together such information. Further, we are missing out on opportunities to grasp a full picture of our districts time and activities at specific points in time.

The District will be well served implementing electronic software that enables employees to systematically and electronically report hours worked, break-down work activities, detail location worked, and list equipment used to complete the job. Having this information available under the same software application will allow management to accurately report payroll and generate useful reports to make informational determinations and or workforce projections.

Making the shift to electronic time processing will not only optimize office staff time when processing payroll, it will also eliminate the need to manually enter tedious and time consuming job costing information. It also provide the District an opportunity to move away from an antiquated method of processing information and toward a more modern approach of conducting its administration processes.

As mentioned above, Replicon is a leader in time intelligence application software, offering superior customer specific design and mapping implementation, ongoing support, and is used by large well-known companies like Genentech, FedEx, Deloitte, HP as well as state and federal agencies (University of California Office of the President, USDA).

Staff is recommending approval for the general manager to enter into an agreement with Replicon. A Replicon proposal and contract agreement is attached for your review.

REPLICON™

Scope

Reclamation District 1000 is in the process of implementing the Service into its business environment. The Modules purchased to configure during implementation, is **Project & Time with QB Desktop integration**.

Customer acknowledges that its participation and cooperation is critical for the success of the Project. The phases below represents the effort to meet Reclamation District 1000 objectives based on how the solution is designed today.

If additional items or changes are discovered during the business requirements gathering process or development of the Business Requirements Document (“BRD”), Replicon will assess and advise Reclamation District 1000 of any changes to timeline or cost.

Replicon’s methodology for implementations consists of six project phases.

Project Phases

Replicon’s methodology for implementations consists of six project phases.

Replicon does not endorse a fixed minimal timeframe to completion nor do we cap projects after the projected timeline has been exceeded. The time frame estimates below are estimates based on Replicon’s experience, but are dependent on client availability and engagement.

Phase	Description
Define Typical Range 2 – 4 hours	PHASE ONE: DEFINE We want to know your business! Your implementation consultant starts you on the path to success by asking about the key challenges your workforce faces and by determining the technical requirements of your selected solutions. Once this assessment is complete, we get really personal and provide a customized rollout plan designed for your business. Included are project milestones and deliverables — as well as success criteria to match your goals and needs — to ensure a timely, pragmatic, and scalable launch.
Configure & Integrate Typical Range 3 – 5 days	PHASE TWO: CONFIGURE & INTEGRATE Once we understand your requirements, we configure the solutions to match your business needs. Sit back and relax while we import data from your existing systems, manage your configuration, setup custom reporting and integrate any third-party or proprietary systems. Our weekly status review calls provide you with updates so you’re never in the dark.
Train Typical Range 1-2 hours	PHASE THREE: TRAINING Time to learn! We provide a comprehensive training program to match your users and selected solutions. Included are detailed product overviews, role-specific training, and any other end user training that may be needed, including train-the-trainer sessions. Online tutorials and documentation are provided for reference and to facilitate a smooth transition to your new solutions.

UAT Typical Range 2-3 days	PHASE FOUR: ACCEPTANCE TEST We want you to love us. Before your final build is released into production, we must pass your user acceptance test. This phase ensures that we configured your system correctly and any integrations are seamless. A group of users is given a sandbox environment to play in and thoroughly test without harm to your final production system. Any issues that arise will be addressed before sign off.
Deploy Typical Range 1 – 2 billing or pay cycles	PHASE FIVE: DEPLOY You're ready for prime time. With testing complete, your solution moves into the production environment. Employees can now access and use the system. (Cue the cheers!) If needed, configuration settings can be adjusted throughout this deployment phase to further hone the solution. Once again, you can sit back and relax. Your employees now have a powerful workplace solution, configured with their exact needs in mind.
Success Criteria (CSF)	PHASE SIX: SUCCESS CRITERIA Your success is our number one goal. Before your implementation consultant's work is complete, the success criteria from phase one goes through review and sign-off to ensure the system is running smoothly and matches your expectations. Then it's time to celebrate and transition to your dedicated Customer Success Manager for future questions.

Resource Planning

This Project involves a partnership between Replicon and You! Here are some of the roles you'll be working with.

Replicon Resource	Responsibilities
Implementation Consultant	Main technical point of contact, responsible for managing successful implementation of time tracking system for Customer.
Customer Success Manager	Responsible for managing Customer relationship.

Post Implementation Support

- Replicon Standard Support is available 8:00 AM – 5:00 PM (Monday to Friday) for all our Clients.
- Premium plus Global Support 24x7 is available for additional purchase.
- Support can be reached at - <https://www.replicon.com/customerzone/contact-support>
- Learn more about support offerings at <https://www.replicon.com/customerzone/support-offerings>

Change Management

Replicon will work closely with you in providing best practices and recommendations. During the course of the implementation a custom request may be discovered post sale. To help outline what happens we've included a few bullets.

- The Customer requesting the Change will notify Replicon of the request and provide the details and desired outcome.
- After assessment of the requested Change by the implementation consultants and Customer, the Project team will prepare a change order form summarizing the Change and providing detailed information regarding its impact on the Project scope, deliverables, schedule or cost implications.
- Work on the Change Order will start only after execution of the Change Order by both parties.

The purpose of this change management process is to ensure that requests for any Project changes are properly recorded, evaluated, assessed, and incorporated into any applicable Replicon materials (e.g. BRD, project plans), as well as any applicable schedules to ensure the proper priority and due dates. If an approved change request requires a change in the estimated fees or schedule of the Project, such changes will be specified in the Change Order. If the agreed upon Change Order identifies a modified scope of Implementation Services that does not change the level of effort estimated in the original scope, then the approved Change Order will document that there should be no impact on the Project's estimated budget.

Replicon Inc.
 800, 910 - 7th Ave SW
 Calgary Alberta T2P 3N8
 Canada
 Phone: (403) 262-6519
 Fax: (403) 451-1841

ORDER



Reclamation District 1000
 Attn: Joleen Gutierrez
 1633 GARDEN HIGHWAY,
 SACRAMENTO, CA, 95833
 United States

Order #: 0259829
 Date: May 03, 2018
 Order Expires: May 17, 2018
 Service Start Date: Jun 01, 2018
 Service End Date: May 31, 2019

Product	Users	User Cost	Contract Months	Sub Total
Gen3 Support: Standard	1	\$0.00		\$0.00
Implementation: Standard	1	\$600.00 \$450.00		\$450.00
Time	19	\$5.00	12.00	\$1,140.00
Projects	19	\$10.00	12.00	\$2,280.00
			Total	\$3,870.00

The costs and savings shown are estimates. You will save \$150.00 All prices are in USD \$

Special Terms: 1) Annual Contract with an upfront payment. 2) Additional licenses can be bought anytime during the contract term on a pro-rated basis. 3) Reduction of licenses can be done only at the time of renewals.

Conditions for Acceptance: This Order constitutes a non-cancellable purchase commitment and is effective as of the date this Order is signed by the duly authorized officer(s) or representative(s). The subscription term shall be for the period indicated by the Service Start Date and Service End Date as given above. All the contents of this Order will be governed by the Terms & Conditions as provided in Replicon's website at <http://www.replicon.com/license-agreement>.

If you have any questions please feel free to contact your sales rep for further assistance.

Phone: North America: 1-877-762-2519; Other Countries: +800 7622 5192; Australia: +61 2 8310 4797
Email: sales@replicon.com

Billing Information (to be filled by the customer)			
Payment Terms:	Net 5 days from Date of Invoice	PO Required:	
Billing Contact Name:		(If Yes) PO Number:	
Billing Contact Email:		Phone Number:	

IN WITNESS WHEREOF, the duly authorized officer(s) or representative(s) of the entity herein named has executed this Order as on the date mentioned below

For Reclamation District 1000:

Signature: _____ Date: _____
 Name: _____ Title: _____

[Login](#)[Customer Zone](#)[Contact Us](#)

CALL
1-877-762-
2519

[Time Intelligence™](#)[Resources](#)

TERMS AND CONDITIONS

[Company](#)

MASTER SERVICES AGREEMENT

Effective Date: May 25, 2018

Last Updated: April 25, 2018

PLEASE READ THIS AGREEMENT (“Agreement”) CAREFULLY. BY ACCESSING OR USING ALL OR ANY PORTION OF THE SERVICE (DEFINED BELOW), BY CLICKING “I ACCEPT”, BY ENTERING INTO ANY ORDER FORM, PURCHASE ORDER, STATEMENT OF WORK, WORK ORDER, OR OTHER WRITTEN DOCUMENTATION WITH REPLICON INC. (COLLECTIVELY, “Order Forms”), OR BY PAYING FOR THE SERVICE OFFERED BY REPLICON INC. OR ITS AFFILIATES (COLLECTIVELY, “Replicon”), BY ANY MEANS, YOU (“you”, “your” or “Customer”) ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. CUSTOMER AGREES THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY CUSTOMER. AS THE INDIVIDUAL CLICKING THROUGH AND ACCEPTING THIS AGREEMENT, YOU REPRESENT AND WARRANT THAT YOU HAVE THE FULL AND LAWFUL AUTHORITY OF CUSTOMER TO ENTER INTO THIS AGREEMENT ON ITS BEHALF. IF YOU DO NOT AGREE, DO NOT USE THE SERVICE. USERS SHALL BE BOUND BY THE CONDITIONS AND RESTRICTIONS OF THIS AGREEMENT. THE TERMS AND CONDITIONS OF THIS AGREEMENT APPLY TO ANY AND ALL USE OF THE SERVICE BY CUSTOMER, INCLUDING WHERE CUSTOMER IS USING THE SERVICE PURSUANT TO ANY DEMO OR TRIAL PERIOD, FOR THE TERM OF THIS AGREEMENT AND CUSTOMER, ON ITS OWN BEHALF AND ON BEHALF OF ITS USERS, AGREES AND CONSENTS TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT REGARDLESS OF THE TYPE OF USE OF THE SERVICE BY CUSTOMER. This Agreement, as amended from time to time, is between Customer and Replicon and shall apply to all dealings between Customer and Replicon and all use of the Service by Customer.

This Agreement is effective as of May 25, 2018. This update replaces the previous version which was effective from November 10, 2015.

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1. DEFINITIONS

1.1 "Affiliate" means an entity that directly or indirectly Controls, is Controlled by or is under common Control with Replicon.

1.2 "Control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the entity in question. The term "Controlled" will be construed accordingly.

1.3 "Customer Data" means all data or information submitted by or on behalf of Customer to the Service.

1.4 "Documentation" means all user manuals and online help provided by Replicon to its customers generally pertaining to the Service;

1.5 "EU Data Protection Law" means (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data; and (ii) on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).

1.6 "Order Form" means the document describing the Service, applicable fees and charges, along with the payment terms prepared and signed by the parties in accordance with, and governed by the provisions of, this Agreement;

1.7 "Personal Information" means any information about an individual who is identifiable but does not include aggregate or anonymous information, or information used only to contact an individual in their capacity or position as an employee or official of an organization;

1.8 "Privacy Laws" means any statute, legislation, regulation, or ruling, directive or order, of any government, legislature, parliament, regulatory authority, governmental department, agency, commission, board, tribunal, crown corporation, or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of any nation, or province or state or other subdivision thereof, or any municipality, district or other subdivision thereof, with respect to individual privacy and/or access to Personal Information, and with respect to the collection, use or disclosure of Personal Information, and having or purporting to have jurisdiction over any person, including any User;

1.9 "Professional Services" means implementation, training and support services. Professional Services shall not include the Service.

1.10 "Service" means the online, web-based software-as-a-service application made available to Customer by Replicon, as described in an Order Form.

1.11 "Software" shall mean any plug-ins, agents, mobile applications, administrative code, APIs or other software that Replicon may provide to Customer in connection with the Service. In the event Replicon provides any Software, such Software shall be part of the Service.

1.12 "Term" shall mean the period in the Order Form during which you use or access the Service pursuant to the terms set forth in this Agreement, which shall be terminated as set forth in Section 6.

1.13 "Third-Party Platform" means any software, software-as-a-service, data sources or other products or services not provided by Replicon that can be integrated with Services at the sole discretion of Customer as described in the Documentation.

1.14 "User" shall mean an individual who is authorized by Customer to use or access the Service and for whom a subscription to the Service has been procured. Users may include Customer's employees, contractors and agents.

1.15 "User Fee" means Replicon's then current fee for one (1) User to access and use the Service for the then current Term.

2. PROVISION OF SERVICE

2.1 License. Subject to compliance with the terms and conditions of this Agreement and the applicable Order Form, Replicon grants to Customer a limited, non-sublicensable, non-exclusive, non-transferable license to access and use the Service, including the Documentation, during the Term.

2.2 Third-Party Platform. The Service may support integrations with certain Third-Party Platforms. For the Service to communicate with such Third-Party Platforms, Customer may be required to input credentials required for the Service to access and receive relevant information from Third-Party Platforms. By enabling use of the Services with any Third-Party Platform, Customer authorizes such Third-Party Platforms to access Customer's accounts within the Service. Having chosen to integrate the Service with a Third-Party Platform, Customer is solely responsible for complying with any relevant terms and conditions of the Third-Party Platforms and maintaining appropriate accounts in good standing with the providers of the Third-Party Platforms. The Customer Data Processing Agreement under Section 7 does not apply to data processing on the Third-Party Platform and the Customer shall be solely responsible for any Customer Data including any Personal Information shared with Third-Party Platform. Customer acknowledges and agrees that Replicon has no responsibility or liability for any Third-Party Platform or any Customer Data exported to a Third-Party Platform. Replicon does not guarantee that the Services will maintain integrations with any Third-Party Platform and Replicon may disable integrations of the Services with any Third-Party Platform at any time with or without notice to Customer. For clarity, this Agreement governs Customer's use of and access to the Service, even if accessed through an integration with a Third-Party Platform.

2.3 Service Level Agreement. Replicon shall use commercially reasonable efforts to make the Service available to Customer twenty-four (24) hours a day, seven (7) days per week, subject to the terms of the Service Level Agreement attached hereto as Schedule A.

2.4 Professional Services. Customer may purchase Professional Services under this Agreement by executing an Order Form or Statement of Work with Replicon. Such document shall describe the Professional Services and incorporate this Agreement by reference

2.5 Trial Terms. Notwithstanding any terms to the contrary, if Customer [Chat with us](#) |
of the Service, the

Term of the Service shall be solely for the duration of the trial and the following terms and sections shall not apply: (i) any terms related to fees or payments, including without limitation, the terms set forth in Section 4 ("Fees"), (ii) Section 10.1 ("Indemnification by Replicon"), (iii) Section 11.2 ("Publicity").

3. RESTRICTIONS

Customer will use the Service only for Customer's internal business operations and in accordance with the Documentation and the terms of this Agreement. Customer shall not (i) use the Service as a service bureau, (ii) sublicense, re-license or sell rights to access and/or use the Service to transfer or assign rights to access or use the Service (other than as permitted pursuant to Section 11.3, (iii) modify, translate, reverse engineer, decompile or create derivative works of the Service; (iv) transmit or share identification or password codes to persons other than Users; (v) access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; and (vi) use any automated tool (e.g. robots, spiders) to access or use the Service. Customer agrees that its use of the Service will be in a manner consistent with this Agreement and that complies with all applicable laws and regulations, including without limitation, all Privacy Laws, copyright, trademark, patent, trade secret and export control laws, as well as those laws prohibiting the use of telecommunications facilities to transmit illegal, obscene, threatening, harassing, or other offensive messages. Customer acknowledges that Replicon shall not be responsible and shall have no liability for any use or misuse of the Service by Customer or its Users, employees or contractors. In particular, Customer will not, nor shall it permit or assist others, to abuse or fraudulently use the Service, including but not limited to: (a) obtaining or attempting to obtain the Service by any unauthorized means or device with intent to avoid payments or otherwise avoid the operation or application of this Agreement; (b) accessing, altering, or destroying any information belonging to any person other than Customer, or attempting to do so; or (c) using the Service to interfere with the use of the Service by other licensees, companies or users.

4. FEES

4.1 Pricing and Payment. Customer shall pay all fees or charges accruing to Customer's account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is or becomes due and payable. Charges will be equal to the number of total Users multiplied by the User Fee in effect at the time, or as otherwise specified by Replicon. Payments will be made annually in advance, within thirty (30) days from the date of the invoice, unless otherwise mutually agreed. All payment obligations are non-cancellable and all amounts paid are non-refundable. Customer is responsible for paying all User Fees for all Users ordered for the entire Term, whether or not such Users actually use the Service. Customer must provide Replicon with an executed Order Form, as a condition to being granted access to the Service. Customer shall add Users by paying applicable User Fees. Added Users will be subject to the same terms and conditions as the original Users.

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term of use for such Users will be coterminous with the then-remaining Term; (ii) the fee for the added Users will be the then current, generally applicable User Fee; and (iii) Users added during an ongoing billing period will be charged on a pro-rated basis for the remainder of the billing period in which the User is added and for the entire Term from the subsequent billing period.

4.2 Replicon reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least thirty (30) days prior notice to Customer, which notice may be provided by e-mail or by posting in the Service, provided that, Replicon will not change fees during an ongoing Term. If Customer does not agree to the modification of the fees or charges, Customer may terminate its account by providing notice at least thirty (30) days before the price modification is to take effect. Fees for other services, including Professional Services, will be charged on an as quoted basis. All pricing terms are confidential, and Customer shall not disclose them to any third party. Replicon may invoice Customer from a Replicon Affiliate and Customer will pay Replicon or such Affiliate as directed by Replicon.

4.3 Billing Information. Customer agrees to provide Replicon complete and accurate billing and contact information, which shall include Customer's legal company name, street address, valid e-mail address, and name and telephone number of an individual who will be responsible for and authorized to make all decisions concerning the Service on Customer's behalf, including acting as a billing contact. Customer will update such information within thirty (30) days of any change to it. If the contact information Customer has provided is false or fraudulent, Replicon reserves the right to terminate Customer's access to the Service in addition to any other legal remedies.

4.4 Adjustments and Credits. In the event that Customer believes its charges are incorrect, Customer must contact Replicon in writing within forty-five (45) days of the date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

4.5 Taxes. Replicon's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only taxes based solely on Replicon's income. If Replicon is required to pay or collect any federal, state, provincial, municipal, local or value-added tax on any fees charged under this Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on Replicon's net income, then such taxes and/or duties will be billed to and paid by Customer immediately upon receipt of Replicon's invoice and supporting documentation for the taxes or duties charged.

5. PROPRIETARY RIGHTS

5.1 Reservation of Rights. Except for the rights expressly granted herein, all rights, titles and interests to any and all proprietary rights and intellectual property rights, including but not limited to copyright and patent rights, in the Service including, without limitation, the underlying software, the Software, the Use Data, the Anonymous Data and the Aggregated Data will remain with, and be the exclusive property of, Replicon.

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5.2 Customer Data. Except for the rights expressly granted herein, all rights, titles and interests to any and all proprietary rights and intellectual property rights in the Customer Data, will remain with and be the exclusive property of Customer. Customer Data is deemed the Confidential Information of Customer under this Agreement.

5.3 Use Data. Customer acknowledges and agrees that Replicon may derive or create data and information about the use of the Service by Customer and its Users ("**Use Data**") and Replicon may use and disclose Use Data to its third party service providers in order to improve the Service.

5.4 Anonymous Data. Customer acknowledges and agrees that Replicon may obtain and aggregate technical and other data about Customer's use of the Services excluding any personally identifiable with respect to Customer ("**Aggregated Anonymous Data**"), and Replicon may use the Aggregated Anonymous Data to analyze, improve, support and operate the Services and otherwise for any business purpose, during and after the term of this Agreement, including without limitation to generate industry benchmarks or best practices guidance, recommendations or similar reports for distribution to and consumption by Customer and other Replicon customers and prospects. For clarity, this Section 5.4 does not give Replicon the right to identify Customer as the source of any Aggregated Anonymous Data.

6. TERM AND TERMINATION

6.1 Term of Agreement. This Agreement will commence the day the Service is available to Customer and will continue until all User licenses granted in accordance with this Agreement have expired or been terminated.

6.2 Term of Service. The Term of the Service shall be specified in the relevant Order Form and continue for the Term specified therein. Each Term will automatically renew or successive periods (each a "Renewal Term") of one year unless either party gives the other party not fewer than thirty (30) days' notice of its intent not to renew, or unless terminated earlier under the terms contained within this Agreement.

6.3 Termination for Cause. Either party may terminate this Agreement for material breach by the other party, provided, however, that the terminating party has given the other party at least 120 days written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating party from exercising any other remedies for breach available to it under applicable law. In the event that Customer becomes insolvent, or is placed in receivership or equivalent status, or files or is petitioned into bankruptcy or similar protection from creditors under any statute, Replicon may terminate this Agreement immediately. Upon termination or expiry of this Agreement, Customer will cease to have any right to access or use the Service and Customer will immediately return to Replicon any Confidential Information of Replicon provided to Customer by Replicon or on its behalf.

6.4 Effect of Termination. Following termination or expiry of this A Chat with us /
retain Customer Data for a period of up to thirty (30) days, following which Customer Data may

be destroyed by Replicon without further notice, and without any liability to Customer. Delivery of Customer Data to Customer following termination or expiry of this Agreement shall be subject to availability, solely at the discretion of Replicon, and shall be subject to additional charges payable to Replicon at its then-current rates for delivery of Data, and shall be by the means, and in the format, made available by Replicon.

6.5 Suspension of Service. Replicon shall have the right, on notice to Customer, to suspend access to the Service in the event Customer has breached this Agreement or is in default of payment. Replicon shall also have the right to suspend access to the Service without notice in circumstances where the Service is under threat, or subject to attacks, or subject to technical failures or events beyond the control of Replicon, whether as a result of Customer's conduct, the conduct of third parties, or otherwise, in order to avoid harm to the Service or the data of Replicon's customers, or to preserve the integrity of the Service or data available to customers using the Service.

7. CONFIDENTIALITY AND PRIVACY

7.1 Protection. "Confidential Information" means any and all information related to a party's business that is labeled or identified as "confidential" or "proprietary"; or otherwise is of such a type or disclosed in such a way that a reasonable person would understand that the information disclosed is confidential or proprietary, including without limitation software, source code and specifications, trade secrets, development plans, content, technical information, pricing, business forecasts and strategies, and information regarding personnel, customers and suppliers. Customer acknowledges that the Service (including, without limitation, Third-Party Platforms) embodies logic, design and coding methodology that constitute valuable Confidential Information that is proprietary to Replicon. Customer will safeguard the right to access the Service, using the same standard of care that Customer uses for its own confidential materials, being at least a reasonable standard of care. Subject to Section 5, Customer Data will be held as confidential by Replicon and will not, without the prior written consent of Customer, or as required by applicable law, be disclosed or be used for any purposes other than as expressly permitted herein or the performance of this Agreement. Replicon will safeguard the confidentiality of Customer Data using the same standard of care that Replicon uses for its own confidential materials, being at least a reasonable standard of care.

7.2 Exclusions. The obligations of a party as recipient of the other party's Confidential Information to maintain confidentiality does not apply to such of the Confidential Information of the other party that: (i) is or becomes, through no act or failure to act on the part of the recipient party, generally known or available to the public; (ii) is known by the recipient party at the time of receiving such information as evidenced by its written records; (iii) is hereafter furnished to the recipient party by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the recipient party as evidenced by its [Chat with us](#) and without any breach of this Agreement; or (v) is the subject of a written permission to disclose

provided by the disclosing party. Further, notwithstanding the foregoing, disclosure of Confidential Information will not be precluded if such disclosure: (a) is in response to a valid order of a court or other governmental body having jurisdiction over the recipient party; (b) is otherwise required by law; or (c) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary. Once Customer Data is destroyed by Replicon as provided in this Agreement, Replicon shall have no further obligation with respect to such Customer Data.

7.3 Privacy. Replicon warrants and represents that, Replicon is complying and will fully comply with, all applicable Privacy Laws throughout the Term. Replicon may collect, use, retain and disclose Personal Information as outlined in Replicon's privacy policy (the " Privacy Policy") that is posted, amended and updated from time to time as a link from the Service or Replicon's website. Any inquiries related to the Privacy Policy should be directed to gdpr@replicon.com. Customer warrants and represents that Customer is in compliance, and will fully comply, with all applicable Privacy Laws and will take all reasonable steps within Customer's power to ensure that Customer's Users, employees, contractors and customers comply with all applicable Privacy Laws.

7.4 EEA Requirements. To the extent Customer Data is protected by, or otherwise regulated by, EU Data Protection Law, the terms set out in the Customer Data Processing Addendum [available at www.replicon.com/resource/dpa/] shall form part of this Agreement and shall apply in addition to the terms set out in this Section 7 (Confidentiality and Privacy).

7.5 Compelled Disclosure. If the recipient party is compelled by law to disclose Confidential Information of the disclosing party, it shall provide disclosing party with prior notice of such compelled disclosure, to the extent legally permitted, and reasonable assistance, at disclosing party's cost, if the disclosing party wishes to contest the disclosure.

8. WARRANTIES AND DISCLAIMER

8.1 Replicon Warranties. Replicon warrants (i) the Service will be provided in conformity with generally prevailing industry standards, (ii) the Service will perform materially in accordance with the Documentation under normal use and circumstances; and (iii) it will perform all Professional Services in a professional and workmanlike manner. Customer must report any material deficiencies in the Service to Replicon in writing within thirty (30) days of Customer's discovery of the defect. Customer's exclusive remedy for the breach of the warranties in (i) and (ii) above will be for Replicon to use commercially reasonable efforts to provide the Service in accordance with this Agreement. Customer's exclusive remedy for the breach of the warranty in (iii) above will be for Replicon to re-perform the applicable Professional Services, and if Replicon is unable to perform such Professional Services as warranted within a reasonable time following receipt of written notice of breach, Customer shall be entitled to terminate the applicable Order Form and recover the fees paid for the nonconforming Professional Services.

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8.2 Customer Warranties. Customer warrants and represents that Customer has all necessary consents to allow Replicon to use and disclose to Customer any and all Personal Information about Customer's Users collected or acquired by Replicon.

8.3 Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH ANY DESCRIPTION, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. REPLICON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES OR CONDITIONS. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, REPLICON MAKES NO REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY COMPONENT OF THE SERVICE. REPLICON DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SERVICE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY INFORMATION OBTAINED BY CUSTOMER THROUGH THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE ABSENT OR WILL BE CORRECTED, OR (F) THE SERVICE OR THE COMMUNICATION FACILITIES, INCLUDING, WITHOUT LIMITATION, THE INTERNET, THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR ARE SECURE FROM INTERRUPTION, INTERCEPTION OR CORRUPTION BY THIRD PARTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" "WHERE IS" AND "AS AVAILABLE" BASIS. THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRY OF THIS AGREEMENT AND CONTINUE IN EFFECT.

9. LIMITATION OF LIABILITY

9.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REPLICON HEREBY EXCLUDES FOR ITSELF, AND ITS AFFILIATES, LICENSORS AND SUPPLIERS (INCLUDING WITHOUT LIMITATION, ANY THIRD PARTY PROVIDING THIRD PARTY SERVICES), ANY LIABILITY IN EXCESS OF THE FEES PAID BY CUSTOMER TO REPLICON DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OR ACT OR OMISSION GIVING RISE TO THE CLAIM (THE "**COMPENSATION AMOUNT**"), HOWSOEVER CAUSED, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE).

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9.2 REPLICON SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, OR FOR ECONOMIC LOSS, LOSS OF REVENUE OR PROFITS OR INVESTMENT OR THE LIKE, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OF OTHER FINANCIAL LOSS, PROPERTY DAMAGE OR PERSONAL INJURY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF THE SERVICE, PROFESSIONAL SERVICES AND THE SOFTWARE, EVEN IF SUCH DAMAGES ARE FORESEEABLE OR REPLICON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. REPLICON SHALL HAVE NO LIABILITY TO ANY THIRD PARTY OTHER THAN CUSTOMER CLAIMING RIGHTS UNDER THIS AGREEMENT. THERE ARE NO RIGHTS UNDER THIS AGREEMENT FOR ANY THIRD PARTY BENEFICIARY. THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

10. MUTUAL INDEMNITIES

10.1 Indemnification by Replicon. Replicon will (i) defend, at its expense, Customer from and against any claims, proceedings, actions or demands ("**Claim**") which may be brought against Customer by any third party alleging that Customer's use of the Service or the underlying software infringes a patent or copyright, or misappropriates a trade secret; and (ii) indemnify and hold Customer harmless against all costs (including reasonable attorneys' fees) finally awarded against Customer by a court of competent jurisdiction or an arbitrator, or agreed to in a written settlement agreement signed by Replicon, in connection with such Claim. Replicon shall have the right to assume full conduct of the Claim in the name of Customer, to appoint such legal counsel as Replicon may elect, and to litigate, settle or compromise such Claim as Replicon may see fit in its sole discretion, provided that Replicon will not settle or compromise such Claim on a basis that results in an admission of liability by Customer, or in Customer having to pay any sum of money related to such Claim, unless Customer has first agreed in writing. Customer will fully cooperate with Replicon in the defense of the Claim at Replicon's cost. The foregoing obligation of Replicon to indemnify Customer shall not apply to the extent that (a) Customer has failed to give prompt written notice to Replicon of the Claim; (b) Customer has modified the Service in a manner that makes the Service infringing where otherwise it would not be; (c) Customer has combined the Service with other software, products or services in a manner that makes the Service infringing where otherwise it would not be; (d) the infringement arises, or is alleged to arise, from a modification to the Service or the Software developed or made by Replicon for Customer at Customer's direction and to Customer's specifications; or (e) the infringement is due to the actions, or failure to take action, of a third party, including the provider of a Third-Party Platform. In the event of a Claim, Replicon, in its exclusive discretion, may elect to (1) modify the Service so that the Service no longer infringes or misappropriates; (2) obtain a license for Customer to continue to use the Service; or (3) terminate this Agreement. Replicon shall refund to Customer the unused portion of any pre-paid charges or fees. The foregoing, along with Replicon's

obligation to indemnify Customer, shall be Replicon's only obligation in the event of a third party claim of intellectual property infringement, and Customer's exclusive remedy.

10.2 Indemnification by Customer. Customer will defend Replicon, its Affiliates, officers, directors, employees, agents, contractors, representatives, successors and assignees (collectively, the "Indemnified Parties") from and against any and all claims, proceedings, actions or demands which may be brought against Replicon or another of the Indemnified Parties and Customer shall indemnify and hold Replicon and the other Indemnified Parties harmless from and against any and all losses, damages, liabilities, costs and expenses (including, but not limited to, legal fees on a solicitor and client basis) real or perceived, that occur, or that Replicon or its Affiliates may suffer, sustain or incur, as a result of (A) Customer's misuse of the Services, or (B) Customer's breaches of this Agreement (including, where applicable, Customer's breaches of the Customer Data Processing Addendum). Customer will have sole control of the investigation, preparation, defense and settlement of any such claims and Replicon shall make reasonable efforts to provide cooperation and assistance in any such investigation, preparation, defense and settlement. Replicon may engage separate counsel to monitor the defense at Replicon's sole cost and expense. Customer will indemnify the Indemnified Parties against any claim by a third party seeking to enforce rights under this Agreement. This section shall survive the termination or expiration of this Agreement.

11. GENERAL

11.1 Relation of Parties. Nothing in this Agreement will create or imply an agency relationship between the parties, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

11.2 Publicity and Reference. During the term of this Agreement, Customer agrees that Replicon may use the Customer's name (and Customer's logo) as a reference in press releases and marketing materials including but not limited to websites, case studies, blog posts and whitepapers.

11.3 Assignment. Neither party may assign, voluntarily, by operation of law, or otherwise, any rights or delegate any duties under this Agreement (other than the right to receive payments) without the other party's prior written consent, such consent not to be unreasonably withheld, except that Replicon may assign this Agreement, without consent, in connection with a sale of all or substantially all of Replicon's business or assets. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

11.4 Equitable Remedies and Injunctive Relief. Customer acknowledges and agrees that any breach by Customer of this Agreement other than a failure to pay sums due and owing to Replicon, or any infringement, violation or misappropriation of the intellectual property rights of Replicon may cause irreparable harm to Replicon not reasonably compensable by damages. Accordingly, Customer agrees that, in addition to all other remedies Replicon may

have at law, Replicon shall be entitled to seek immediate equitable relief, including an injunction, against Customer in any court of competent jurisdiction in order to restrain Customer's breach of this agreement or infringement, violation or misappropriation of the intellectual property rights of Replicon without the necessity for Replicon to prove the likelihood of irreparable harm, or that damages are not an adequate remedy, and without any requirement by Replicon to post bond or undertaking as to damages.

11.5 Notices. Except as maybe otherwise agreed between the parties, all notices related to this Agreement will be in writing and delivered to Replicon and the Customer at the address as mentioned on the Order Form.

11.6 Governing Law and Venue. This Agreement shall be subject to, construed by and enforced in accordance with the laws of Alberta and applicable federal laws of Canada. Subject to 11.6, the parties agree to the exclusive jurisdiction of the Court of Queen's Bench of Alberta, sitting at Calgary, without regard for its conflicts of laws principle, provided that nothing in this Agreement shall prevent Replicon from taking action in any court of competent jurisdiction to seek injunctive and equitable relief to restrain Customer from any breach of this Agreement.

11.7 Dispute Resolution. Except for any dispute concerning breach of confidentiality or infringement of any intellectual property rights, which dispute will be subject to the exclusive jurisdiction of the Courts of Alberta and the proper appeal courts from such courts, any dispute arising under this Agreement will be subject to binding arbitration by a single arbitrator with the American Arbitration Association ("AAA") in accordance with its relevant industry rules, if any. The arbitration will be held at Calgary, Alberta. The language of the arbitration shall be the English language. Judgment on any award rendered by the arbitrator may be entered in any Court of competent jurisdiction.

11.8 Severability. If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and, if the foregoing modification is not possible, it shall be severed from this Agreement, and the remaining portions of this Agreement will remain in full force and effect.

11.9 Force Majeure. Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control. Lack of funds does not entitle a party to claim force majeure.

11.10 Waiver. The waiver by any party of any breach of this Agreement will not be construed to be a waiver of any succeeding breach. All waivers must be in writing, and signed by the party waiving its rights.

11.11 Entire Agreement. This Agreement (including any Order Forms and SOW) constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications in any form or medium, in writing or otherwise, including any terms and conditions that may be mentioned in any other similar pre-printed document issued by the Customer to Replicon. Both parties

acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

11.12 Order of Precedence. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. In the event of a conflict between the terms mentioned in this Agreement and the Data Processing Addendum or the applicable Privacy Policy, the terms of the Data Processing Addendum shall prevail.

11.13 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

11.14 Amendments. Replicon may amend this Agreement by giving Customer prior notice of the amendment, which notice may be provided by e-mail to Customer's email address of record with Replicon or by posting in the Service.

Schedule A

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") sets forth the details regarding the level of service and technical support for the Service that apply when your account is in good financial standing.

1. Downtime

a. For purposes of this SLA, a unit of Downtime is one period of at least thirty (30) minutes ("Unit") during which the Service or a material component of it is unavailable because of problems with or the unscheduled maintenance of Replicon's hardware or system software ("Downtime"). Downtime does not include (i) problems caused by factors outside of Replicon's reasonable control, (ii) problems resulting from any actions or inactions by Customer or any third party, (iii) problems resulting from Customer's equipment and/or third party equipment not within Replicon's exclusive control, or (iv) network unavailability during scheduled maintenance of Replicon's network and/or servers. Replicon will periodically monitor Replicon network and server availability using software and hardware components capable of measuring application traffic and responses. Based on its monitoring, Replicon will determine Downtime for the purposes of this Agreement.

b. Replicon's servers connect to the Internet through redundant high-speed connections on diverse backbones, enabling data delivery to the end user in a quick and efficient manner. Subject to the limitations set out below, in any calendar month, Downtime will not exceed eight (8) Units of Downtime excluding, however, regularly scheduled maintenance. Any regularly scheduled maintenance will be performed between Saturday 5:00 PM PST/PDT and Sunday 11:00 AM PST/PDT. THE SERVICE IS SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. REPLICON IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

c. If Downtime exceeds eight (8) Units of Downtime in any calendar month, Replicon will, at the Customer's written request, credit Customer's account (a "Downtime Credit") in an amount equal to the amount of the Downtime Credit. Chat with us 

to the pro-rata price for one (1) day of service, for each 4 Units of Downtime in excess of eight (8) Units in any calendar month.

d. To receive Downtime Credit, Customer must request such credit by sending an email to downtimecredit@replicon.com within seven (7) days after the occurrence of Downtime. The aggregate maximum number of Downtime Credits to be issued for any and all instances of Downtime occurring in a single calendar month will not exceed seven (7). Downtime Credits will be applied upon issue of the first invoice following the request for Downtime Credit, unless the Downtime occurs in Customer's final month of service, in which case a refund for the dollar value of the Downtime Credit will be mailed to Customer within thirty (30) days of the expiration of Customer's service agreement. The credits specified in this Schedule A shall be Replicon's sole liability and Customer's exclusive remedy for Downtime.

2. Technical Support

a. A member of Replicon's technical support help desk staff will be available to assist Customer with problems and

questions regarding the Service. Replicon will supply telephone and/or email support to Customer dependent on the Support Offering selected. Standard support is available Monday to Friday between 8:00 a.m. and 5:00 p.m. during Customer's selected time zone. Premium Plus support service is available twenty-four (24) hours a day, seven (7) days a week.

b. Customer may contact Replicon's technical support help desk via email at support@replicon.com, or by telephone at 1-877- 737-5420. Replicon may, from time to time, develop additional methods for Customer to contact the help desk, and will make information regarding such methods available at Replicon's website or in the Service.

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**STAFF
SUMMARIES & RECOMMENDATIONS
MAY 11, 2018
AGENDA ITEM 4C**

SUBJECT: Authorize General Manager to Execute Master Service Agreement with Kleinfelder Associates for Geotechnical Consulting Services (Action)

Item No. 4C

Master Services Agreement with Kleinfelder Inc. for Geotechnical Consulting Services

Summary and Recommendation

Staff is recommending the Board authorize the General Manager to execute a Master Services Agreement for Geotechnical Consulting Services with Kleinfelder Inc in substantial conformance with the attached agreement. While the District has been using the services of Kleinfelder for a number of years; neither party is able to locate the supporting contract documentation for the work. Staff desires to correct this by executing the attached agreement.

Background

For a number of years the District has been using Kleinfelder Inc. as its geotechnical engineering consultant assisting on a number of activities including:

- Consultation and recommended actions during flood emergencies
- Assist with outside activities impacting District facilities including excavations and boring/tunneling by utility companies
- Phase 1 environmental assessment prior to property purchase
- Assistance with evaluating waterside erosion (including current activities with 7907 Garden Highway)
- Coordination with District and SAFCA on geotechnical investigation and mitigation recommendations by the Corps of Engineers for the Natomas Levee Project.
- General geotechnical engineering review and evaluation as problems are identified in the field.

When proposing to add a new task, representatives from Kleinfelder noted they were not able to locate the original agreement supporting their activities. Staff has likewise reviewed our files and been unable to locate the agreement.

Mr. Ray Costa, a recognized geotechnical expert on levees and flood control facilities has been the primary Kleinfelder geotechnical consultant working with staff. He is supported by Ken Sorenson for boring/tunneling impacts to District facilities and most recently by Mike Kynett working on waterside erosion. In the past, work has been performed on a time and materials basis with direction from the General Manager. Most tasks do not lend themselves to preparing a defined scope. Where feasible, the General Manager has requested a defined scope and fee estimate prior to authorizing the work.

Current activities where Kleinfelder assistance is requested are:

- On-going evaluation and monitoring of the erosion at 7907 Garden Highway; assisting the District in our request for bank protection implementation by the Corps under PL84-99 or State.

- Phase 1 environmental assessment of property along Pleasant Grove Creek Canal south of Howsley Road
- Coordination with District on geotechnical investigation and reviewing proposed levee improvements by Corps as part of the Natomas Levee Project (primarily funded by SAFCA)
- General geotechnical field investigations and recommendations

As noted above, distinct scope activities are difficult for many of the tasks where assistance is being provided. However, to provide Board oversight of the contract, staff is recommending a not to exceed contract ceiling authorized by the Board based on task specific maximum fee thresholds. Board approval would be required prior to expending funds beyond the ceiling. Staff is requesting a not to exceed contract ceiling of \$40,000 based on past experience with Kleinfelder's activities and anticipated work per the attached Scope.

**Professional Services Agreement
between
Reclamation District No. 1000
and
Kleinfelder, Inc**

This AGREEMENT is made and entered into this ___ day of May 2018, by and between Kleinfelder, Inc., hereinafter referred to as “Consultant,” and the Reclamation District No. 1000, a public entity of the State of California formed by special act of the California Legislature, hereinafter referred to as “District.”

WITNESSETH

WHEREAS, District has requested and Consultant has proposed to provide general Geotechnical Consulting Services (the “Services”).

WHEREAS, Consultant has represented to District that it has special training, experience, expertise, competence and facilities to perform the Services required hereunder; and

WHEREAS, District has determined to rely upon such representations and has requested Consultant to provide the Services.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, District and Consultant agree as follows:

1. Services
 - A. Consultant agrees to provide general Geotechnical Consulting Services (the “Services”).
 - B. Consultant agrees to assign an overall Project Manager acceptable to the District to coordinate all the work activities undertaken by the Consultant for the District.
 - C. Consultant shall take direction from and shall report to the District’s General Manager or his designee.
 - D. Consultant shall provide services for the tasks identified in Attachment 1— Scope of Services; additional services may be approved with written task orders specifying scope, deliverables, schedule, compensation, and a Not

to Exceed fee estimate, along with other special provisions that may apply to the particular task, for authorization by the District's General Manager or his designee.

2. Term of Agreement

- A. Agreement shall remain in effect until completion of the Services or until terminated in writing by District or Consultant. Either District or Consultant may terminate this Agreement at any time by giving the other party at least ten (10) days advance written notice of such action. In the event of District's termination of agreement, District shall be liable only for the payment for Services performed or furnished prior to the effective date of such termination.

3. Compensation

- A. Consultant shall be paid for work actually performed on the Services, on a time and materials basis.
- B. Consultant shall be reimbursed for reasonable travel expenses while traveling in performance of work under this Agreement.
- C. Consultant shall be reimbursed for such other costs or expenses of performance as may be approved in writing by District.
- E. The terms of compensation are as follows hereunder:
 - 1. Labor rates – As set forth in the Fee Schedules attached hereto as Attachment 2.
 - 2. Travel expenses – As provided for in the Expense Reimbursement Schedule attached hereto as Attachment 2.
 - 3. All other direct job expenses including professional services provided by others – Actual cost plus 5%.
- F. The Schedules attached hereto as Attachment 2 may be updated on an annual basis, and shall be incorporated herein if approved in writing by District.

4. Invoices, Payments and Notices

Consultant shall submit monthly invoices for the services rendered and expenses incurred during the preceding period. Invoices shall be in sufficient detail to describe the services performed and costs incurred. At a minimum, the invoice shall be broken down by specific task and include the name and title of each person the number of hours, hourly rate and total amount being invoiced for that task. In addition, the invoice shall include a brief summary of the major task(s) completed in that month.

District shall approve or disapprove all or part of an invoice or billing within fifteen (15) days following receipt thereof, and shall pay, within thirty (30) days of approval, all approved invoices and billings. District reserves the right to withhold payment of disputed specific items and shall give notice to the Consultant of all such disputed specific items within fifteen (15) days following receipt of billing or invoices. In the event of disputed billing items, Consultant shall furnish supporting data satisfactory to District, and the parties shall negotiate in good faith to resolve such dispute.

Consultant shall notify District's General Manager in writing upon expenditure of seventy-five percent (75%) of the amount set forth in the approved task order as a not to exceed estimate. Such notice shall identify the percentage of funds expended, the percentage of work completed, an explanation of any variation between these two percentages, and an assessment of the cost of the remaining work to be performed

Failure of District to comply with these payment provisions is a basis for the Consultant to discontinue work on the Project until compliance with the payment provisions is achieved in full.

Any invoice, payment, notice, demand, request, consent or approval that either party hereto may or is required to give to the other party, shall be in writing and shall be either personally delivered or sent by mail or email, addressed as follows (or as subsequently amended):

TO DISTRICT:

General Manager
Reclamation District 1000
1633 Garden Highway
Sacramento, CA 95833
Email: pdevereux@rd1000.org

TO CONSULTANT:

Tim Williams, Principal
Kleinfelder Inc.
2828 Prospect Park Drive, Suite 200
Rancho Cordova, CA
Email: twilliams@kleinfelder.com

5. Indemnification

Consultant shall indemnify, defend and hold harmless District, and its officers, agents and employees, from and against any and all liability, expenses, including legal fees and claims for damages, including but not limited to bodily injury, death, personal injury or property damage arising from, or connected with the Services provided hereunder, which shall arise out of or be connected with any negligent error or omission or willful

misconduct of Consultant or any of its agents, employees or subcontractors it uses in performance of this Agreement, except to the extent that such damage, loss, injury or death arises out of the active negligence or willful misconduct of District.

In the event that Consultant, its employees, subcontractors or sub consultants enter upon private property in the course of the performance of the Services, Consultant also agrees to indemnify, defend and hold District harmless from and against any and all claims, losses, liabilities, costs, expenses (including reasonable attorneys' fees) and damages arising from the willful misconduct, negligence, or violation of statute or regulation by Consultant, its employees, subcontractors or sub consultants in the performance of the Services

6. Insurance

Consultant shall maintain in full force and effect during the entire term of this Agreement comprehensive general liability insurance coverage with limits of not less than the following:

- (1) Bodily Injury: \$1,000,000 each occurrence
 \$1,000,000 each person
 \$2,000,000 aggregate

- (2) Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

Consultant shall submit evidence of such insurance in the form of a certificate of insurance satisfactory to District naming District as an additional insured.

Consultant shall maintain in full force and effect during the entire term of this Agreement automobile insurance coverage with limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence. Consultant shall submit evidence of such insurance in the form of a certificate of insurance satisfactory to District.

Consultant shall maintain insurance covering claims arising out of the performance of professional services under this Contract and caused by the errors, omissions or negligent acts for which the Consultant is liable, in an amount of not less than \$1,000,000 per claim. This insurance shall be maintained in force by the Consultant for a period of no less than four years after the date of substantial completion of the Services by Consultant.

Consultant agrees to provide workers' compensation insurance as required by law for Consultant's employees and agents, and agrees to hold harmless and indemnify the District for any and all claims arising out of injury, disability, or death of Consultant's employees or agents. Consultant agrees to carry employer liability insurance in the

sum of not less than \$1,000,000 Consultant shall submit evidence of such insurance in the form of a certificate of insurance satisfactory to District.

7. Independent Contractor

It is understood and agreed that Consultant (including Consultant's employees and subconsultants) is an independent contractor, and that no relationship of employer-employee exists between the parties hereto. Consultant, in the performance of its obligations hereunder, is subject to the general control or direction of District as to the tasks to be performed and the results to be accomplished by the services, and not the means, method or sequence used by Consultant for accomplishing the results. Consultant exclusively assumes responsibility for acts of its subcontractors, associates, agents and employees as they relate to the services to be performed under this Agreement.

8. Professional Services

Consultant agrees that the work hereunder shall be performed and completed in a professional manner. All services shall be performed in the manner of and according to the professional standards observed by a competent practitioner of the profession in which the Consultant is engaged.

All of the Services shall be performed by Consultant or under its direction, and all personnel engaged therein shall be fully qualified under applicable state, federal, and local laws, statutes, ordinances, rules and regulations to undertake the work performed by them.

9. Responsibility of Consultant

Consultant shall be solely responsible for the quality, completeness and accuracy of its work and the work performed in connection with this Agreement. Any review, approval or concurrence therewith by District shall not be deemed to constitute acceptance or waiver by District of any defect, error or omission as to such work.

10. Consultant's Records

During the entire term of this Agreement, and for not less than four (4) years thereafter, Consultant shall maintain all of its records pertaining to performance of this Agreement, including records of all its reimbursable expenses incurred in connection therewith, which shall be maintained in accordance with generally accepted professional accounting principles consistently applied. Consultant shall make such records available upon request by District, or its authorized representative, for purposes of examination, audit or copying. District shall be notified prior to disposal of any records.

11. Publication of Documents and Data; Confidentiality

Consultant shall not publish or disclose documents or data which in any way relate to the Project, or to work performed in connection therewith, to any third party without the prior written consent of District. Submission or distribution of such documents or data as necessary to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of District.

12. Ownership of Work Product

All materials produced, created, generated, developed, purchased, or collected by Consultant in connection with the performance of the Services, including, but not limited to, reports, maps, data, exhibits, and computer programs and software, are the property of the District and those documents requested by the District shall be delivered to the District upon termination of this Agreement. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by District. District recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of Consultant's services and are not designed for use other than what is intended by this Agreement. District shall hold Consultant harmless from any use of such documents other than for the Services covered by a Work Order issued pursuant to this Agreement.

13. Similar Services/Business Ethics.

Nothing in this Agreement shall operate or be construed to preclude or inhibit Consultant from rendering similar services to any other person or entity, save that: (i) Consultant agrees not to provide such services for any project that would interfere or be incompatible with the Services and (ii) Consultant agrees not to provide any professional services that create a conflict of interest with Consultant's (or its subcontractors' or sub consultants') performance of the Services without the District's prior written consent.

14. Assignment and Subcontracting

Consultant's obligations under this Agreement are not assignable or transferable, and Consultant agrees not to subcontract any work not specifically provided under this agreement, without the prior written approval of District, which will not be unreasonably withheld.

15. Employment Practices

Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices. Consultant shall comply with all

applicable local, state, and federal regulations regarding affirmative action and equal employment opportunity.

16. Default and Termination

Upon the occurrence of any default of the provisions of this Agreement or a Work Order issued hereunder, a party shall give written notice of default to the party in default (Notice). If the party in default does not cure the default within ten (10) days of the date of Notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended in the discretion of the party giving Notice.

Notwithstanding any other term or condition of this Agreement, District may terminate this Agreement without cause upon ten (10) days written advance notice to Consultant (Notice of Termination). In the event District issues a Notice of Termination, the Consultant, and all its subcontractors, shall immediately cease work. District shall reimburse Consultant for services performed and costs incurred through the effective termination date at the stated time and expense rates.

17. Disputes.

The parties recognize that, during the term of this Agreement, there may be disputes regarding the obligations of the parties or the interpretation of this Agreement. The parties agree that, prior to commencing any litigation, they will attempt to resolve disputes using the following procedure. The party alleging a violation of this Agreement shall provide a written statement describing all facts that it believes constitutes the violation of this Agreement to the other party. The other party shall have thirty days from the date of the written statement to prepare a written response to the allegation of a violation of this Agreement or to cure the alleged violation to the reasonable satisfaction of the party alleging a violation of this Agreement. The parties shall meet within ten days of the date of the response to attempt to resolve the dispute amicably. If the parties cannot resolve the dispute within ninety days of the date of the written response, the parties shall engage a mediator, experienced in disputes of a similar nature, to attempt to resolve the parties' differences. The District shall ensure that it is represented at the mediation by a Trustee. The Consultant shall be represented at the mediation by a person with rank of Vice-President or higher. These representatives of the parties may consult with staff and/or technical consultants during the mediation and such staff and/or technical consultants may be present during the mediation. The costs of the mediator shall be divided evenly between the parties. No party may commence litigation of the dispute until ten days after the mediator determines in writing that s/he is not able to resolve the dispute between the parties.

18. Entire Agreement; Amendments

This Agreement and the attachments hereto constitute the entire agreement and understanding between the parties as to the subject matter contained therein,

supersedes all prior or contemporaneous written or oral representations, agreements and understandings, and may not be modified except in writing signed by both parties.

19. California Law and County Forum

Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation or arbitration, shall be brought in Sacramento County, California, and shall be resolved in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

Reclamation District No. 1000

Kleinfelder, Inc.

By: _____
Paul Devereux, General Manager
The above person is authorized to
sign for District and bind the
District to the terms hereof

By: _____
Tim Williams, Principal

Dated: _____

Dated: _____

Scope of Services
Geotechnical Consulting Services
Kleinfelder Inc.

Following are the anticipated tasks with proposed budget estimates:

Consultation and recommended actions during flood emergencies	\$5000
Assist with outside activities impacting District facilities including excavations and borings/tunneling by utility companies	(Negotiated as needed)
Phase 1 environmental assessment prior to property purchase (Property south of Howsley Road)	\$8000
Assistance with evaluating waterside erosion (including current activities with 7907 Garden Highway)	\$15,000
Coordination with District and SAFCA on geotechnical investigation and mitigation recommendations by the Corps of Engineers for the Natomas Levee Project	\$5000
General geotechnical engineering review and evaluation (as approved by the General Manager) for site specific issues	\$5000
Total:	\$38,000

**KLEINFELDER 2018 FEE SCHEDULE FOR
RECLAMATION DISTRICT 1000
ENVIRONMENTAL, CONSTRUCTION MANAGEMENT AND
GEOTECHNICAL/MATERIALS TESTING SERVICES**

PROFESSIONAL STAFF RATES*

Construction Inspector I	\$ 105 / hour
Construction Inspector II	\$ 116 / hour
Professional I	\$ 121 / hour
Professional II	\$ 133 / hour
Construction Engineer	\$ 144 / hour
Staff Professional I	\$ 144 / hour
Staff Professional II / Project Manager I	\$ 156 / hour
Construction Manager	\$ 156 / hour
Office Engineer	\$ 156 / hour
Assistant Resident Engineer	\$ 156 / hour
Resident Engineer	\$ 162 / hour
Senior Construction Manager	\$ 162 / hour
Project Professional / Project Manager II	\$ 167 / hour
Project Executive	\$ 190 / hour
Senior Professional / Senior Project Manager	\$ 190 / hour
CM Program Manager	\$ 202 / hour
Principal Professional	\$ 213 / hour
Program/Client Manager I	\$ 213 / hour
Program/Client Manager II	\$ 226 / hour
Senior Principal Professional	\$ 226 / hour
Senior Program/Client Manager	\$ 237 / hour

ADMINISTRATIVE/TECHNICAL STAFF RATES

Administrative I	\$ 86 / hour
Project Administrator I	\$ 97 / hour
Project Administrator II	\$ 110 / hour
Technician I	\$ 87 / hour
Technician II	\$ 95 / hour
Technician III	\$ 105 / hour
Senior Technician	\$ 116 / hour
Supervisory Technician	\$ 128 / hour
Draftsperson	\$ 98 / hour
CADD Operator	\$ 116 / hour
Designer	\$ 128 / hour
Minimum Charges For Office Time Per Day	One Hour at Applicable Rate

Public works projects or projects receiving public funds may be subject to California Prevailing Wage laws. The above rates do not apply to projects subject to prevailing wages in California. Hourly rates for those projects will be supplied separately.

* Applies to all professional rates including but not limited to civil, mechanical, chemical, electrical, geotechnical and environmental engineers; industrial hygienists; geologists; hydrogeologists; hydrologists; and computer specialists.

**STAFF
SUMMARIES & RECOMMENDATIONS
MAY 11, 2018
AGENDA ITEM 4D**

SUBJECT: Reports by Scott Brown of Larsen-Wurzel Associates

- a. Status of Supervisory Control and Data Acquisition (SCADA) project
- b. Status of Plant 1 Spare Transformer Decision
- c. District Support for Natomas Mutual Water Company Sankey
Diversion Lift Station

Item No. 4 D
Update on SCADA Project

Summary

Staff and our consulting team have been working with ATEEM to advance the SCADA Project. Staff is providing this update to inform the Board of upcoming actions required to implement the SCADA Project.

Background

This project is partially funded by a US Bureau of Reclamation grant secured by Natomas Mutual Water Company (NMWC) to provide real-time pumping data from RD 1000 pump stations to NNMWC in an effort to improve drainage management during the irrigation season.

Design Status

ATEEM has completed the 90% Design Submittal for the SCADA elements (electrical, instrumentation and control). A design review workshop was held on April 27, 2018 to confirm the scope of the improvements were adequately detailed at each site; identify outstanding coordination items between ATEEM and Mead & Hunt required to prepare a complete design package for bidding; and to confirm the project schedule.

SCADA Improvements

Pumping Plants 1, 2, 3, 4 and 8 will be equipment as a remote SCADA site. The improvements include a new or repurposed cabinet to hold the Programmable Logic Controller (PLC) Staff, radio and Uninterrupted Power Supply (UPS) along with a new antenna tower. Existing and/or new instrumentation will be integrated into the PLC to allow for monitoring of pump status, trash rake operations, water levels, active cathodic protection, and provide alarms associated with operations and security.

Pumping Plant 5 and 6 are being designed for SCADA but will not be included in the bid package to focus the grant funds on the higher priority facilities. These two pumping plants are not operated during the irrigation season and can be removed from the grant without affecting the objectives of the grant or the amount of funding.

RD 1000 / NMWC Data Sharing

To meet the objective of the grant, RD 1000 must pass data from its SCADA system to NMWC's SCADA system. This passing of data will occur at Pumping Plant 2 by installing a dedicated data-sharing PLC that will be hard wired to both agency's SCADA PLC. The configuration of the data-sharing PLC will be such that neither agency can gain direct access to the other's SCADA system. The only capability is to store data written by one agency and read by the other.

Project Cost:

The estimated total project cost and proposed cost sharing is summarized in the attached table. The total estimated cost to RD 1000 is \$899,500 less USBR grant funding of \$316,250 for a net cost of \$573,250.

Project Schedule:

The schedule for completing the SCADA project is:

- Complete Design: May 30, 2018
- Issue for Bid: June 1, 2018
- Open Bids: June 30, 2018
- **Award Contract: July 13, 2018 ← Board Action Required**
- Complete Critical Sites: by November 1, 2018
- Complete Project: by April 1, 2019

Operational testing will occur for each site once operational.

RD1000 SCADA Project
 Projected Budget and Cost Sharing

Item	Description	RD 1000 Elements			NMWC Elements	Total Project	Comments
		FY 17/18	FY 18/19	Total			
1	Planning/Design/Bidding						
	ATEEM	\$ 125,000		\$ 125,000		\$ 125,000	Contract amount + Board Authorized Contingency
	Mead & Hunt	\$ 10,000		\$ 10,000		\$ 10,000	Placeholder
	LWA - RD 1000	\$ 10,000		\$ 10,000		\$ 10,000	\$4,500 through Jan '18 + Placeholder through bidding before June 2018
	LWA - NMWC				\$ 12,000	\$ 12,000	Contract amount \$14,400; \$9,900 spent to date, including environmental support.
	CH2M Hill	\$ 25,000		\$ 25,000		\$ 25,000	Contract amount: Split \$15k for Design / \$10k for CM
2	Enironmental						
	USBR NEPA				\$ 10,000	\$ 10,000	Set aside from Grant for USBR. Current costs exceed by \$2,000; should be able to shift to Cottonwood Check
	RD 1000 CEQA	\$ 10,000		\$ 10,000		\$ 10,000	Placeholder for Carter Day review
	CH2M Hill			\$ -	\$ 60,000	\$ 60,000	Current expenditures. No additional anticipated.
2	Construction & Programming						Budgets from Master Plan as modified below
	Shop		\$ 119,000	\$ 119,000		\$ 119,000	RD1000 Office less 2 radios less 4 cameras
	Plant 1		\$ 107,000	\$ 107,000		\$ 107,000	Plant 1B less 4 radios
	Plant 2		\$ 119,000	\$ 119,000		\$ 119,000	Standard Pumping Plant less 1 radio less 2 cameras
	Plant 3		\$ 119,000	\$ 119,000		\$ 119,000	Standard Pumping Plant less 1 radio less 2 cameras
	Plant 4		\$ 119,000	\$ 119,000		\$ 119,000	Standard Pumping Plant less 1 radio less 2 cameras
	Plant 8		\$ 119,000	\$ 119,000		\$ 119,000	Standard Pumping Plant less 1 radio less 2 cameras
3	NMWC / RD 1000 Intertie						
	Hardware Installation		\$ 7,500	\$ 7,500	\$ 7,500	\$ 15,000	From Grant Budget - may be included above
	NMWC Programming				\$ 20,000	\$ 20,000	From Grant Budget
	Repeater		\$ 10,000	\$ 10,000	\$ 10,000	\$ 20,000	Retained in budget as contingency for poor communication
4	Construction Oversight						
	ATEEM		\$ 10,000	\$ 10,000		\$ 10,000	Placeholder
	Mead & Hunt		\$ 10,000	\$ 10,000		\$ 10,000	Placeholder
	LWA - RD 1000		\$ 5,000	\$ 5,000		\$ 5,000	Placeholder
	LWA - NMWC				\$ 2,400	\$ 2,400	Balance of contract amount
	CH2M Hill		\$ 10,000	\$ 10,000			Contract amount: Split \$15k for Design / \$10k for CM
5	Grant Administration				\$ 8,400	\$ 8,400	NMWC Staff. LWA Support included above
Total Project Costs		\$ 180,000	\$ 719,500	\$ 899,500	\$ 119,500	\$ 1,619,000	
USBR Grant							
	Budgeted Costs	\$ 130,000	\$ 502,500	\$ 632,500	\$ 100,280	\$ 732,780	Based on grant application
	Cost Share Limit	\$ 65,000	\$ 251,250	\$ 316,250	\$ 48,750	\$ 365,000	Based on 50% cost share, except USBR Environment and NMWC Staff
USBR Reimbursement		\$ 65,000	\$ 251,250	\$ 316,250	\$ 48,750	\$ 365,000	
Net Agency Costs		\$ 115,000	\$ 468,250	\$ 583,250	\$ 70,750	\$ 654,000	

Item No. 4 D
Update on Plant 1 Electrical Service

Summary

Staff and our consulting team have been worked with SMUD to restore electrical service to Plant 1 in February 2018. Since then we've been coordinating with SMUD to evaluate the long-term solution for electrical service. Our prior project manager at SMUD has been reassigned to another project. We are working to get the new project manager up to speed and arrange a meeting to re-energize this effort. Following is a summary of the long-term options to be investigated.

Long-Term Transform Configuration

Staff and our consulting team are working with SMUD to evaluate four options, described below. The differences between each option are 1) the level of backup service options; and 2) the Rule 2 charges. These differences are summarized in the attached table.

Option 1: Restore the existing configuration of four, single-phase 2kV transformers.

Option 2: Install a three-phase 2kV transformer as the primary and utilize the single-phase transformers as backup. A three-phase transformer is reportedly more readily available than the single-phase transformers. Note that there is only room for two of the single-phase transformers alongside the three-phase transformer. The third transformer would need to be stored off-site.

Option 3: Install two three-phase 2kV transformers, one as the primary and one as the secondary.

Option 4: Move to a standard medium voltage service (4kV) from SMUD, eliminating the Rule 2 charge. Minor modifications would be required for Plant 1B, assuming the motors are rated for dual voltage and can handle the higher standard medium voltage service. Plant 1A would require a separate power plant to step down the standard medium voltage to 2kV.

In addition, Plant 1A has not been required since the 1997 storm, prior to the relocation/upgrade of Plant 1B. With the changes in the basin and upcoming changes due to the flood control project, the need for Plant 1A will be re-evaluated. This could reduce the size and cost of new transformers and any associated Rule 2 charges.

Staff will be working with the Operations Committee on reviewing the four options as we gain additional cost information that will help guide discussions with SMUD. It is anticipated the Operations Committee will make a recommendation to the Board when all the options have been fully vetted including costs.

Summary of Long-Term Transformer Configuration Options

	Option 1	Option 2	Option 3	Option 4
General Objective	Restore Current Conditions with Single-Phase Transformers	Hybrid Single- and Three-Phase Transformers	All Three-Phase Transformers	Move to standard 4kV service to avoid Rule 2 charges
Transformer Configuration	Three, Single-Phase Transformers One, Single-Phase Transformer on-site	One, Three-Phase transformer Two, Single-Phase Transformers One Spare Single-Phase transformer stored off-site	One, Three-Phase transformer One Spare Three-Phase on-site	Conceptually Two, Three-Phase 4kV transformers. SMUD Determining Requirements to Eliminate Rule 2
Levels of Backup Service Before Generator				
Secondary	Spare transformer on-site to restore full service	Two single-phase on-site in Open-Delta, 58% service	Three-phase transformer on-site to restore full service.	
Tertiary	Two, Single-Phase Transformers in Open-Delta	Spare Single-Phase brought on-site to restore Open-Delta Service	None.	
Monthly Rule 2 Charges				
Two original Single-Phase Transformers	\$1,300	\$1,300	N/A	N/A
Third Single-Phase Transformer	\$1,100	\$1,100	N/A	N/A
Fourth Single Phase Transformer	Refurbished: \$1,200 Purchased: \$2,600	N/A	N/A	N/A
Three Phase Transformers	N/A	TBD: Est. \$2,600	TBD Est: \$5,200	N/A
Total Rule 2 Charges	\$3,600 to \$5,000	\$5,000	\$5,200	\$0

Item No. 4 D
CEQA Lead Agency for NMWC's NDC Lift Project

Summary

Natomas Mutual Water Company (NMWC) has received grant funding to from the US Bureau of Reclamation (USBR) and the CA Department of Water Resources (DWR) to construct a new pump station near Pumping Plant 4 to increase tailwater recovery during the irrigation. NMWC has requested RD 1000 to be the CEQA lead agency. Staff have agreed support NMWC by having the District be the CEQA lead agency and have been coordinating with NMWC and their consults through the planning and design of the project. Staff is providing this update to inform the Board of upcoming actions that will be required as CEQA lead agency.

Background

NMWC has received a combined \$1,689,000 from the USBR and DWR to construct the new pump station, named the NDC Lift. The NDC Lift will have a capacity of 120 cfs and will be located in the relocated Vestal Drain approximately 200 feet west of the North Drainage Canal (see attached Site Plan). NMWC's objective is to utilize the NDC Lift to maintain the drain level and significantly reduce, if not eliminate, the need for Pumping Plant 4 to discharge drain water out of the basin during the irrigation season, thereby reducing the demand on their Sacramento River water supply.

Project Status

Project design has been completed and NMWC will begin procuring major equipment and materials later this month. A joint NEPA/CEQA document has been prepared and is under review by the USBR. Consultation with SHPO on historical and cultural resources has been completed and receive the necessary approvals. Formal consultations with US Fish & Wildlife Service and CA Department of Fish & Wildlife are nearing completion with the required Biological Opinion and permits to be issued in June.

The US Army Corps of Engineer's is progressing toward construction of the relocated Vestal Drain this summer/fall. It is NMWC's intent to construct the project this summer prior to the relocated Vestal Drain being placed into service in order to avoid having to dewater the project site.

RD 1000 Requirements as CEQA Lead Agency

NMWC's environmental consultant has prepared a joint Environmental Assessment/Initial Study to satisfy the requirements for NEPA and CEQA. The document has been through a couple rounds of review by USBR staff. RD 1000 will need to perform a legal review of the document and provide a recommendation to staff for Board action.

Staff anticipates that the Board will need to consider the recommendation and take appropriate action at the June 2018 Board Meeting. If appropriate, the District would file a Notice of Determination with the State Clearinghouse.

Project Schedule:

The current schedule for completing the NDC Lift project is:

- Begin procurement: May 2018
- NEPA/CEQA Approvals: by June 30,2018
- Obtain Environmental Permits: June 30, 2018
- Intake Construction: July – August 2018
- Install Pump Sump and Discharge Pipes: August 2018
- Ready Site for Vestal Drain Operation: September 2018
- Install Pumps and Controls: September – October 2018
- Install Trash Rake: October 2018
- Operational Testing: November – March 2018
- Commission April 2018

Budget Impact

All costs incurred by RD 1000, including legal reviews and any filings will be reimbursed by NWMC.

Item No. 4 D
FEMA Hazard Mitigation Grant Program Opportunity

Summary

Staff and our consulting team identified an opportunity for grant funding for opportunity have agreed support NMWC by having the District be the CEQA lead agency and have been coordinating with NMWC and their consults through the planning and design of the project. Staff is providing this update to inform the Board of upcoming actions that will be required as CEQA lead agency.

Background

Each year FEMA obligates funding to mitigate future losses from natural disasters through its Hazard Mitigation Grant Program (HMGP). HMGP funding is typically equal to 10% of the claims received from a prior year's disaster, or group of disasters. These funds are distributed through a competitive grant program administered by each state. The California Office of Emergency Services (CalOES) administers the program in California.

In 2017, federal government declared a disaster covering the multiple wildfires in California, referenced as DR-4353. In February 2018, CalOES release a notice soliciting interest from local agencies seeking funding under HMGP. The HMGP allows for up to 75% cost share to be covered by federal funds. Local agencies were required to submit a Notice of Interest (NOI) form for each project by May 15, 2018.

NOI's were submitted for three projects listed on the District's Capital Improvement Program:

1. Flood Fight Material Stockpile Site. This project would acquire property and develop the site for all weather access and provide security fencing for stockpiling flood fight materials. The estimate project cost is \$900,000
2. Plant 8 Natural Gas Conversion. This project would convert two of larger pumps at Plant 8 used during large events to natural gas. The estimated project cost is \$1.6 million.
3. Backup Generator Project. This project would provide a back-up generator that could be deployed to Pumping Plant 2, 3, 4 or 8 during a service outage. The project would also retrofit the pumping plants with the necessary hookups to simplify connect to portable generator. The estimate project cost is \$1.2 million.

NOI Status

The Flood Fight Stockpile Site was identified to be an ineligible project under HMGP.

The Plant 8 Natural Gas Conversion Project was identified as an eligible project seeking federal funds of \$1.2 million of the total \$1.6 million project cost.

The Backup Generator Project was also identified as an eligible project seeking federal funds of \$500,000 of the total \$1.2 million project cost. Note that less than 75% cost share was requested due to a funding limitation that was believed to be in place for these types of projects. Staff and our consultant are working with CalOES to revise the federal request to \$900,000 after confirming that the funding limitation does not exist.

Budget Impact

The cost to prepare and submit both HMGP applications is estimated to be \$40,000 which includes the furthering project design to justify project scope and costs; preliminary environmental assessment to determine NEPA and CEQA requirements; and preparing and delivering the application packages.

The cost to prepare the sub-applications will be included in the request for federal funding. If awarded a grant, the cost of developing the sub-application for that project would be reimbursed through the HMGP.

Summary

Staff is recommending pursuing HMGP funding for the Plant 8 Natural Gas Conversion Project, and the Backup Generator Project (assuming the federal cost share is increased to 75%).

Staff is requesting Board approval to obligate up to \$40,000 towards the preparation and submittal of HMGP sub-applications for both projects.

**STAFF
SUMMARIES & RECOMMENDATIONS
MAY 11, 2018
AGENDA ITEM 4E**

SUBJECT: Sacramento Local Agency Formation Commission – Selection Procedure for Special District Representation to the Consolidated Redevelopment Oversight Board for Sacramento County (Information)



SACRAMENTO LOCAL AGENCY FORMATION COMMISSION
1112 I Street, Suite 100 • Sacramento, CA 95814 • (916) 874-6458 • Fax (916) 874-2939
www.saclafco.org

DATE: April 20, 2018

TO: Board of Directors of Independent Special Districts

**RE: SELECTION PROCEDURE FOR SPECIAL DISTRICT REPRESENTATION
TO THE CONSOLIDATED REDEVELOPMENT OVERSIGHT BOARD FOR
SACRAMENTO COUNTY**

I am writing to open the selection process for the Independent Special Districts' representative and alternate for the Consolidated Redevelopment Oversight Board in Sacramento County.
Please respond by 3:30 PM, May 25, 2018.

On July 1, 2018, the 400+ redevelopment agency (RDA) oversight boards across the state will be consolidated into just one oversight board per county. In Sacramento County, there are various RDA oversight boards, which will be consolidated into one board per state Health & Safety Code § 34179(j). At the direction of the Commission, I am conducting the Redevelopment Agency Oversight Board (RDAOB) selection process pursuant to GC 56332. The selection process is open to all members of the Independent Special District Selection Committee, in the same manner as the process for selecting special district representation on the Commission.

Your Board is invited to vote for a Primary representative. There is also one Alternative representative nominated. The ballot is attached, including the respective candidates statements of qualifications. ***Please respond by 3:30 PM, May 25, 2018.***

To be valid, the ballot must be acted upon by a majority vote of the governing board of your Independent Special District in an official meeting of that board and certified by the Secretary or Clerk of the Board. Any ballot received by the Executive Officer after the specified time and date shall not be valid. The candidate who receives the most votes will be determined the winner outright. In the event of a tie, there will be a run-off election held in the same format as the initial election. The Executive Officer will announce the results of the election within seven days of the close of balloting.

If you have questions regarding the election procedure, please do not hesitate to contact me at (916) 874- 6458.

Sincerely,

SACRAMENTO LOCAL AGENCY FORMATION COMMISSION


Donald J. Lockhart, AICP
Executive Officer

Attachment: Ballot w/ Candidates Statement of Qualifications





Ballot

Independent Special District Representative Consolidated
Redevelopment Agency Oversight Board (RDAOB)
Please select one candidate from each category

RDAOB Representative - Please Vote for ONE Candidate Below

Paula Hansen

Southgate Recreation & Park District

Terri R. Leimbach

Cordova Recreation & Park District

Amanda Thomas

Sacramento Metropolitan Fire District

RDAOB Alternate Representative - Please Vote for ONE Candidate Below

Jeff Frye

Sacramento Metropolitan Fire District

Ballot must be received by LAFCo no later than
3:30 pm on Friday May 25, 2018

Special Districts must return the ballots to LAFCo by the date specified above. Any ballot received after the specified date shall not be valid. The candidate who receives the most votes will determine the winner outright. The LAFCo Executive Officer will announce the results of the election within seven days of the specified date. If you have any questions, please call Sacramento LAFCo at (916)874-6458

Name of Special District

Date of Meeting

Signature of Secretary or Clerk of the Board

E-Mail Address

Please feel free to:

Scan and E-mail the ballot back to Diane Thorpe, at diane.thorpe@saclafco.org

Fax to (916)854-9097

Or mail it to:

LAFCo
1112 "I" Street, Suite 100
Sacramento CA 95814

Paula Hansen
Administration Manager

Southgate Recreation & Park District

6000 Orange Avenue
Sacramento, CA 95823

Tel: 916-428-1171 ext. 12

Fax: 916-428-7334

Email: PHansen@SouthgateRecAndPark.net

Paula Hansen is the Administration Manager for Southgate Recreation & Park District, an independent special district in Sacramento, CA. She has 23 years' experience in local government administration and management with expertise in the areas of finance, accounting, budgets, and human resources. Southgate Recreation & Park District serves over 124,000 residents in the south Sacramento community. It is one of 33, out of 2,610 independent special districts in California, to be recognized as a District of Distinction by the Special District Leadership Foundation since 2012.

Ms. Hansen's accomplishments in finance and accounting include

- Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting for 10 years (1 of 2 park districts and 41 special districts, out of 2,160 special districts in California)
- GFOA Distinguished Budget Presentation Award for 12 years (1 of 2 park districts and 41 special districts, out of 2,160 special districts in California)
- Management and direction of financial, budget and accounting operations
- Preparation of financial reports and balanced budgets for 24 funds
- Development of Capital Improvement Plans (CIP)
- Oversight of debt issuances for capital development and refinance
- Directing formation and administration of Mello-Roos Community Facilities Districts and Landscaping and Lighting assessment districts
- Development of financial policies and procedures

Accomplishments and Affiliations

California Special Districts Association (CSDA) Audit Committee (2013-present)

CSDA Fiscal Committee (2013-present)

CSDA Expert Feedback Teams: Human Resources & Personnel, Governance, and Revenue

Government Finance Officers Association (GFOA)

California Park and Recreation Society (CPRS)

Girl Scouts volunteer

Venturing Crew (Boy Scouts) volunteer

Work History

Southgate Recreation & Park District, Sacramento CA 1994-present

Grant Thornton LLP, Stockton, CA 1993-1994

State of California Board of Equalization, Sacramento, CA 1992-1993

Education and Credentials

Bachelor of Science-Business Administration, California State University, Sacramento 1992

Special District Administrator Certification, Special District Leadership Foundation 2018

Terri Leimbach
9108 Plumgrove Way
Sacramento, CA 95826
916-363-8563

STATEMENT OF QUALIFICATIONS

EXPERIENCE

- 2005 – 2016 Fulton-El Camino Recreation & Park District, Superintendent of Administration responsible for all financial reporting to the Board of Directors, all accounting functions, human resources, and office management (Retired)
- 2010 – 2016 CAPRI, California Association of Parks and Recreation Indemnity, Elected Member of the Board of Directors responsible for financial oversight of risk pool and policies relating to covered losses of the member park districts (Retired)
- 2014 – Present Cordova Recreation & Park District, Elected Member of the Board of Directors responsible for financial oversight and District policies, serving on the finance and personnel committee and policy committee for three years and Chair of the Board in 2017

COMMUNITY ACTIVITIES

- 2014 – Present Rosemont Community Association, member
- 2016 – Present AARP, volunteer tax preparer certified by the IRS to prepare tax returns for seniors and low income community members
- 2018 Appointed to the Cordova Community Planning Advisory Council, Board member
- 2004 – 2013 Unitarian Universalist Community Church, Treasurer

EDUCATION AND CERTIFICATIONS

- Master's Degree (MSM), Eastern Nazarene College
- Bachelor of Arts (German), Emmanuel College
- Special District Leadership and Management Certification, Special District Institute



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

April 30, 2018

Board of Directors of Independent Special Districts:

I am writing to request your support for my candidacy to serve as the Independent Special District Representative on the Consolidated Redevelopment Agency Oversight Board (RDAOB) for Sacramento County, as described in the selection procedure distributed by LAFCo on April 20, 2018.

As the current special district representative on the existing RDAOBs for Sacramento County and the City of Rancho Cordova and, prior to its dissolution, the RDAOB for the City of Citrus Heights, I am uniquely qualified to serve on the consolidated RDAOB. I understand that my role on the consolidated RDAOB would be to represent all independent special districts within the County, with fiduciary responsibilities to both the holders of legally enforceable debt of the former redevelopment agencies and to the taxing entities that will benefit from the winding down of the agencies. My actions on the existing RDAOBs have always been consistent with those responsibilities.

Residual property tax revenue made available through the wind down of former redevelopment agencies is an important source of funding for the essential services provided by many independent special districts. It is important that those services be well-represented on the consolidated RDAOB for Sacramento County, and it would be my honor to continue to represent those interests.

Should you have any questions about my candidacy, I can be reached at 916-859-4520 or thomas.amanda@metrofire.ca.gov.

Thank you for your time and for your service to the community.

Sincerely,

Amanda Thomas
Chief Financial Officer

Amanda Thomas

Chief Financial Officer
Sacramento Metropolitan Fire District

Experience

Chief Financial Officer

Sacramento Metropolitan Fire District, Sacramento, CA

April 2015 – present

Direct financial operations and planning activities for the District, including overseeing the development and management of the District's \$200 million operating budget.

Report financial results and present financial projections and other analyses to District Board of Directors, executive and management staff, labor organizations, and external stakeholders.

Lead a professional staff performing duties including accounting, budgeting, economic development, financial reporting, grants management, payroll, and program administration.

Represent the District on Oversight Boards for former Redevelopment Agency Successor Agencies for the County of Sacramento and the City of Rancho Cordova.

Deputy Director, Airport Finance and Administration

Sacramento County Department of Airports, Sacramento, CA

September 2008 – April 2015

Directed the financial, business, marketing, and administrative functions for a system of four airports, including Sacramento International Airport, with a total annual operating budget of \$200 million.

Led the transition to a cloud-based budgeting and financial reporting software, resulting in improved financial reporting and increased engagement of department managers.

Working with an outside consultant, developed a financial model to produce financial forecasts based on a range of future air traffic scenarios and presented this information to department stakeholders.

Served on the strategic planning steering committee, identifying a new vision, mission and key success measures, and culminating in a detailed business plan and robust internal communication plan to inform and engage employees.

Led the financing plan for the airport's \$1 billion "Big Build" terminal development program, including three separate bond issuances and successful funding applications to the federal government for both grants and passenger facility charges.

Business Services Manager

Sacramento County Department of Airports, Sacramento, CA

March 2006 – September 2008

Managed the financial planning and contracting activities of the County Airport System, including annual budget, airline rates and charges, capital finance, long term financial planning, financial analysis, and professional services contracts.

Developed and implemented a new airline rate structure and cost accounting methodology that strictly adhered to federal policy and successfully avoided formal challenge despite strong airline opposition.

Associate Director

Leigh Fisher Associates, Burlingame, CA

January 2004 – March 2006

Managed financial and management consulting engagements for some of the busiest U.S. airports, including Atlanta and Los Angeles.

Led the management and organization line of business and served as deputy business unit leader for business and finance, responsible for staff planning, utilization, training, and recruitment.

Senior Consultant, Associate, Analyst Associate

Leigh Fisher Associates, San Mateo, CA

July 1999 – January 2004

Managed consulting projects totaling over \$700,000 in annual fee volume, including compensation studies, operational reviews, and financial feasibility studies.

Developed and utilized detailed financial models to support feasibility studies in connection with the issuance of airport revenue bonds, the calculation of airline rates and charges, and general financial and strategic business planning purposes.

Education

B.A., Economics

Stanford University, Stanford, CA

1999

Phi Beta Kappa

JEFF FRYE

mail: 10545 Armstrong Avenue, Suite 200, Mather, CA 95655 | cell: 916.662.3596 | e-mail: jrye.jff@metrolfire.ca.gov

SUMMARY

- An accomplished performer with 10+ years of progressive responsibility in real estate and business development.
- Solid reputation for building strong relationships with customers, stakeholders and coworkers.
- Experience in a wide variety of administrative functions:
 - Business Development
 - Agreement Administration
 - Project Management
 - Negotiations
 - Market Research/Analytics
 - Budgeting & Allocation
 - Economic Development
 - Planning
 - Community Relations

PROFESSIONAL EXPERIENCES

Sacramento Metropolitan Fire District – Mather, CA Economic Development Manager

2016 to Present

- Plans, organizes and directs the economic development activities of the District including: land use planning, real estate acquisition and disposition, leases, intergovernmental affairs, tax sharing agreements and property tax forecasting.
- Participates in and has major responsibilities for the development and implementation of the District's strategic and long-range planning efforts, goals and objectives, budgeting, and programs consistent with the District mission statement and level of service.
- Researches property tax and other current or potential revenue streams and matches sources to District goals; determines and implements strategies for generating funding to support District goals.

Sacramento County Department of Airports – Sacramento, CA

Senior Airport Economic Development Specialist - Finance & Administration (formerly Commercial Strategy)

2012 to 2016

- Coordinates and performs a wide variety of tasks related to real estate development at Sacramento County-operated airports including marketing, land use planning, negotiations, entitlements, permitting and construction.

Key Accomplishments:

- Serves as the project manager and client's central point of contact for the development of a hotel at Sacramento International.
- Serves as the project manager and client's central point of contact for the development of EVA Air's Flight Training Academy at Mather Airport.
- Coordinated transfer of ownership of Mather Airport from United States Air Force to County of Sacramento.

Interim Airport Manager – Mather Airport

December 2011 to March 2012

- Manages, supervises, and coordinates the activities and operations of Mather Airport and coordinates assigned activities with other sections, departments, outside agencies and the general public.

Senior Airport Economic Development Specialist – Properties & Business Development

2010 to 2012

- Performs property and tenant management activities including the negotiation of airport leases and agreements, development of rates and charges schedules, development of lease documents and monitoring the implementation of lease terms.
- Conducts research, statistical analyses, and economic feasibility studies relating to existing and new airport services, including airline passenger, air freight, on-airport facility and business development and airport ground transportation services.

Key Accomplishments:

- Acted as liaison between airport management, the design team and the airlines to design and build airline leased space for the \$1 billion Terminal Modernization Program dubbed Big Build at Sacramento International Airport.
- Served as Aeromexico's central point of contact as a new entrant into the Sacramento market.
- Negotiated and established scheduled ground transportation service to Napa and South Lake Tahoe.

Airport Economic Development Specialist – Properties & Business Development

2008 to 2010

- Carried out projects, studies, or other work involving property management and lease administration.

Key Accomplishments:

- Managed all airline, rental car, ground transportation and parking agreements at Sacramento International.

Sacramento County Assessor's Office – Sacramento, CA

Associate Real Property Appraiser – Commercial South

2007 to 2008

- Performs a wide variety of responsible and complicated assessment and appraisal duties to determine the fair value of, and assess taxes on, improved and unimproved properties. Real properties include, but are not limited to agricultural, marine, residential, commercial, industrial, multi-use, unique and specialized properties and open space lands.

Key Accomplishments:

- Served as a liaison between software developers and end users in the development and implementation of a new work flow system at the Assessor's Office.

Real Property Appraiser I/II – Residential North

2004 to 2007

- Performs a wide variety of responsible and complicated assessment and appraisal duties to determine the fair value of, and assess taxes on, improved and unimproved properties.

Twelve Bridges Golf Club – Lincoln, CA

Food & Beverage Manager

1998 to 2000

- Responsible for coordinating all phases of restaurant, group meeting/banquet functions and beverage service held at the golf course.

Key Accomplishments:

- Co-directed food service portion of 1998-2000 LPGA Longs Drug Challenge
- Co-designed and managed Micros computer system
- Created and conducted all customer service training for staff

PROFESSIONAL ASSOCIATIONS & LICENSES

- California Real Estate Broker License # 01809281
- CCIM Institute -- Candidate
- Certified Property Tax Appraiser License # 9519 (Expired)

EDUCATION

- B.A., Psychology; California State University Sacramento, 2001

**STAFF
SUMMARIES & RECOMMENDATIONS
MAY 11, 2018
AGENDA ITEM 5**

SUBJECT: General Manager's Report (Information/Discussion)

- A. Regional Flood Control Issues
- B. Flood Season Update
- C. Update Corps Design Progress Natomas Levee Project
- D. FEMA 2017 Disaster Assistance funding
- E. Update on erosion site 7907 Garden Highway
- F. District FY 2018-2019 Budget process
- G. Encroachment Permits Endorsed—3045 and 3791 Garden Highway
- H. Panhandle Development levee easement/dedication
- I. Floodway camping/homeless coordination with SAFCA

**STAFF
SUMMARIES & RECOMMENDATIONS
MAY 11, 2018
AGENDA ITEM 6**

SUBJECT: Public Outreach Update – K. Pardieck

**STAFF
SUMMARIES & RECOMMENDATIONS
MAY 11, 2018
AGENDA ITEM 7**

SUBJECT: District Counsel's Report

This will be a verbal report by District Counsel Jim Day.

**STAFF
SUMMARIES & RECOMMENDATIONS
May 11, 2018
AGENDA ITEM 8**

SUBJECT: Superintendent's Report

To: Trustees of Reclamation District No. 1000

From: Superintendent Don Caldwell

Date: May 6, 2018

Re: Report of activities within the District during the month of April 2018

The chart below represents the various activities the field crew spent their time working on during the month of April 2018.

RD 1000 Field Crew	*Days Worked	Activity
	2	Plant Maintenance
	0	Grounds
	3	Levee Maintenance
	25	Pump Maintenance
	4	Ditch Maintenance
	0	Fence Repair
	2	Garbage
	22	Weed Control
	34	Mowing
	0	Upper GGS
	19	Equipment Repairs

**Days worked do not include: sick, vacation, holiday or Superintendent's time*

Bannon High 8.82' Low 7.25'

River High 26.19' Low 7.07'

Rain totals 2.01" since July 1 is 15.27"

Pumping Plant # 1-B

Pump #4 ran 6.1 hours and discharged 59.78 A/F

Pump # 5 ran 23.8 hours and discharged 233.24 A/F

Pumping Plant # 3

Pump # 1 ran 252.9 hours and discharged 935.73 A/F

Pump #2 ran 23.6 hours and discharged 108.56 A/F

Pump #4 ran 78.7 hours and discharged 322.67 A/F

Pumping Plant # 8

Pump #3 ran 33.2 hours and discharged 126.16 A/F

Pump #5 ran 16.2 hours and discharged 61.56 A/F

Safety topics for the month of April: Mower Safety and Heat Stress

**STAFF
SUMMARIES & RECOMMENDATIONS
MAY 11, 2018
AGENDA ITEM 9**

SUBJECT: Correspondence/News/Information