



**RECLAMATION DISTRICT NO. 1000  
BOARD OF TRUSTEES  
REGULAR BOARD MEETING**

1633 GARDEN HIGHWAY  
SACRAMENTO, CA 95833

**FRIDAY, APRIL 9, 2021  
8:00 A.M.**

**WEB & TELEPHONE MEETING ONLY**

**MODIFIED BROWN ACT REQUIREMENTS IN LIGHT OF COVID-19**

In Compliance with CA Executive Orders N-25-20 and N-29-20 members of the Board of Trustees and members of the public will participate in this meeting by teleconference. The call-in information for the Board of Trustees and the public is as follows:

**Join the meeting from your computer, tablet or smartphone.**

<https://www.gotomeet.me/rd1000>

**You can also dial in using your phone.**

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(571\) 317-3116](tel:+15713173116)

**Access Code:** 539-716-757

If you don't already have the gotomeeting application downloaded, please allow yourself additional time prior to the meeting to install the free application on your computer, tablet or smartphone. The application is not required to participate via phone.

Any member of the public on the telephone may speak during Public Comment or may email public comments to [kking@rd1000.org](mailto:kking@rd1000.org) and comments will be read from each member of the public. During this period of modified Brown Act Requirements, the District will use best efforts to swiftly resolve requests for reasonable modifications or accommodations with individuals with disabilities, consistent with the Americans with Disabilities Act, and resolving any doubt whatsoever in favor of accessibility. Requests for reasonable modifications under the ADA may be submitted to the email address noted above, or by phone directly to the District.

All items requiring a vote of the Board of Trustees will be performed as a roll call vote to ensure votes are heard and recorded correctly. In addition, the meeting will be recorded and participation in the meeting via gotomeeting and/or phone will serve as the participants acknowledgment and consent of recordation.

**1. PRELIMINARY**

- 1.1. Call Meeting to Order
- 1.2. Roll Call
- 1.3. Approval of Agenda
- 1.4. Pledge of Allegiance
- 1.5. Conflict of Interest (*Any Agenda items that might be a conflict of interest to any Trustee should be identified at this time by the Trustee involved*)

**2. PRESENTATIONS**

- 2.1. CALIFORNIA SPECIAL DISTRICTS ASSOCIATION: Presentation by CSDA’s Dane Wadle.

**3. PUBLIC COMMENT (NON-AGENDA ITEMS)**

*Any person desiring to speak on a matter which is not scheduled on this agenda may do so under the Public Comments section. Speaker times are limited to three (3) minutes per person on any matter within RD 1000’s jurisdiction, not on the Agenda.*

*Public comments on agenda or non-agenda items during the Board of Trustees meeting are for the purpose of informing the Board to assist Trustees in making decisions. Please address your comments to the President of the Board. The Board President will request responses from staff, if appropriate. Please be aware the California Government Code prohibits the Board from taking any immediate action on an item which does not appear on the agenda unless the item meets stringent statutory requirements (see California Government Code Section 54954.2 (a)).*

*Public comments during Board meetings are not for question and answers. Should you have questions, please do not ask them as part of your public comments to the Board. Answers will not be provided during Board meetings. Please present your questions to any member of RD 1000 staff via e-mail, telephone, letter, or in-person at a time other than during a Board meeting.*

**4. INFORMATIONAL ITEMS**

- 4.1. GENERAL MANAGER’S REPORT: Update on activities since the March 2021 Board Meeting.
- 4.2. OPERATIONS MANAGER’S REPORT: Update on activities since the March 2021 Board Meeting.
- 4.3. DISTRICT COUNSEL’S REPORT: Update on activities since the March 2021 Board Meeting.

**5. CONSENT CALENDAR**

*The Board considers all Consent Calendar items to be routine and will adopt them in one motion. There will be no discussion on these items before the Board votes on the motion, unless Trustees, staff or the public request specific items be discussed and/or removed from the Consent Calendar.*

- 5.1. APPROVAL OF MINUTES: Approval of Minutes from March 12, 2021 Regular Board Meeting.
- 5.2. TREASURER’S REPORT: Approve Treasurer’s Report for March 2021.
- 5.3. EXPENDITURE REPORT: Review and Accept Report for March 2021.
- 5.4. BUDGET TO ACTUAL REPORT: Review and Accept Report for March 2021.

**6. SCHEDULED ITEMS**

- 6.1. APPOINTMENT OF TRUSTEE: Hold a Board of Trustees Appointment Proceeding for the Vacant Trustee Position and Adopt Resolution No. 2021-04-01 Appointing a New Trustee to Fulfill the Term of the Vacant Position.
- 6.2. LETTER OF SUPPORT: Review and Consider Authorizing the General Manager to Submit a Letter of Support for AB 361 (Rivas) Brown Act: Remote Meetings During Emergencies.

**7. BOARD OF TRUSTEE’S COMMENTS/REPORTS**

7.1. BOARD ACTIVITY UPDATES:

7.1.1. RD 1000 Committee Meetings Since Last Board Meeting

- Urbanization Committee (Lee-Reeder, Avdis & Jones) March 23, 2021
- Executive Committee (Gilbert & Lee Reeder) March 17 & 31, 2021
- Personnel Committee (Jones, Bains, & Barandas) April 6, 2021

7.1.2. RD 1000 Committees No Meetings Since Last Board Meeting

- Finance Committee (Gilbert & Bains)
- Legal Committee (Avdis, Barandas & Lee Reeder)
- Operations Committee (Bains & Barandas)

**8. CLOSED SESSION**

- 8.1. PERSONNEL EVALUATION: Pursuant to Government Code § 54957, hold annual personnel evaluation of the General Manager. The Board will appraise and comment upon the performance of the General Manager.

**9. RECONVENE TO OPEN SESSION**

- 9.1. REPORT ON CLOSED SESSION: Discuss and take action on any changes in duties, compensation, or benefits for the General Manager.

**10. ADJOURN**



**RECLAMATION DISTRICT 1000**

**DATE: APRIL 9, 2021**

**AGENDA ITEM NO. 2.1**

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**TITLE: California Special Districts Association**

**SUBJECT: Presentation by CSDA**

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**EXECUTIVE SUMMARY:**

California Special Districts Association's (CSDA) Dane Wadle, to present an update on CSDA's latest calls for action.

**ATTACHMENTS:**

1. COVID-19 Impacts – Fiscal Assistance for California's Independent Special Districts

**STAFF RESPONSIBLE FOR REPORT:**

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Kevin L. King, General Manager

Date: 04/01/2021



\*\*\*EMBARGOED\*\*\*

\*\*\*TO BE FINALIZED WITH SUPPORTERS LIST MARCH 31 AND SUBMITTED APRIL 1\*\*\*

April 1, 2021

The Honorable Gavin Newsom  
Governor, State of California  
State Capitol, 1st floor  
Sacramento, CA 95814

The Honorable Toni Atkins  
Senate President pro Tempore  
State Capitol, Room 205  
Sacramento, CA 95814

The Honorable Anthony Rendon  
Speaker of the Assembly  
State Capitol, Room 219  
Sacramento, CA 95814

**Re: COVID-19 Impacts – Fiscal Assistance for California’s Independent Special Districts**

Dear Governor Newsom, Pro Tem Atkins, and Speaker Redon:

We, the undersigned organizations, strongly urge your Administration and the Legislature to extend special district local governments access to Coronavirus fiscal relief to help these vital units of local governments stabilize operations and impacts due to pandemic response.

California’s special districts have received no direct access to COVID-19 relief funding programs unlike other government entities: the state, schools, cities and counties.

Special districts provide vital services that many cities and counties cannot, such as fire protection, health and wellness programs, and core infrastructure, including access to reliable water, wastewater, and electricity. These special purpose local governments are struggling under the burden of an estimated \$1.92 billion collective unmet fiscal need since the March 2020 Emergency Proclamation and a projected \$2.43 billion anticipated unmet fiscal need by December of 2021.

**1) California has both the authority and the resources to assist the state’s special districts.**

- **Through the American Rescue Plan Act (ARPA), Congress has provided a flexible solution by explicitly empowering states with authority to transfer Coronavirus State Fiscal Recovery monies to special districts.** We respectfully urge you to use this authority to its fullest extent and distribute a portion of our State Fiscal Recovery funding to California’s special districts for the benefit of the millions of Californians they serve statewide.

**California’s revenues are enough to share.** The January 2021-2022 Budget Proposal reflected an unexpected revenue windfall of \$15 billion—with major additional revenues indicated in February and March, of which billions are reported to be discretionary. Further, between the Coronavirus Relief Fund (CRF) and the American Rescue Plan Act, Congress has approved a projected \$57.955 billion in relief funds to aid California and its local governments. Between these two funds, the State will have received a total \$36.14 Billion in discretionary dollars to address COVID-19 impacts, with cities and counties receiving the other \$21.8 billion in direct allocations from the federal government.

- **Dedicating a portion of these unanticipated one-time funds to address COVID-19 response impacts on special districts and the communities they serve is an appropriate use, consistent with the near \$1.8 billion California previously distributed to cities and counties from its CRF funds.** To date, Federal and State relief have appropriately focused on stabilizing individuals and families and on allocations to cities and counties directly involved in the pandemic response. These funds and programs have been and will continue to be essential, and we applaud your vigilance and recognition that more can be done. The time has come to also focus on special districts.
- **There is precedent that supports this request and your ability to grant it.** Last year, the States of Colorado and Oregon included special districts in distributions of Coronavirus Relief Fund monies to local governments. We encourage California to follow their examples of distributing essential funding to special districts.

**2) Many special district funding streams have been dramatically compromised due to pandemic response operations and, for some districts, expenses have skyrocketed to pay for mandated health and safety protocols for their frontline workers and the public they serve.** The pandemic’s fiscal toll on special districts and their communities is greater than previously expected, with many districts in the early months responsibly dipping into reserves to mitigate impacts. Reported revenue losses, unmet by federal or state relief programs, are most substantial among districts providing fire protection; healthcare and emergency services; community services and parks; ports, harbors, and transit; and utilities.

- **When special districts are excluded from relief, essential frontline workers and community residents are excluded from relief.** As of February 5, 2021, 42 percent of special districts reported reducing essential services, and 33 percent reported reducing workforce due to COVID-19 response impacts.
- **Universally experienced special district impacts include deferred/delayed/cancelled infrastructure projects, increased workers compensation/FMLA/unemployment/overtime costs, and unbudgeted expenditures necessary to safely maintain operations, as well as public and employee health and safety.** As public agencies, special districts were not eligible for COVID-19 relief programs, such as PPP, tax credits, and grants, provided to businesses and non-profits to address these impacts.
- **Other special district impacts vary depending on service type and primary revenue source.** Examples include a staggering amount of past due water, wastewater, and electric bills (utilities); unprecedented losses in operational revenues due to restricted activities, rentals, and charges; loss of lease and other business enterprise revenues; overwhelming increased operational expenses and notable revenue losses due to pivoted services.

**3) Special districts would utilize funding allocated by the state to benefit their residents, stabilize services, and boost the local economy.** They would do this through reimbursing expenditures related to pandemic response; assisting their residents with utility arrearages; restoring services following a year’s worth of losses; rehiring or boosting frontline workers with premium pay where appropriate; and investing in critical water, sewer, and broadband infrastructure – including many capital projects which have been delayed, deferred, or canceled due to the pandemic’s fiscal impacts.

**In conclusion, we the undersigned** implore you utilize the tools Congress has provided to transfer relief funds to special districts expeditiously, and to ensure these critical, essential service providers continue to provide uninterrupted services to our recovering communities.

Collectively,

CC: The Honorable Nancy Skinner, Chair, Senate Committee on Budget and Fiscal Review  
The Honorable Jim Nielsen, Vice-Chair, Senate Committee on Budget and Fiscal Review  
The Honorable Phil Ting, Chair, Assembly Committee on Budget  
The Honorable Ving Fong, Vice-Chair, Assembly Committee on Budget  
The Honorable Mike McGuire, Chair, Senate Governance and Finance Committee  
The Honorable Cecilia Aguiar-Curry, Chair, Assembly Local Government Committee  
Committee Members, Senate Committee on Budget and Fiscal Review  
Committee Members, Chair of the Assembly Committee on Budget  
Keely Bosler, Director, Department of Finance



## RECLAMATION DISTRICT 1000

DATE: APRIL 9, 2021

AGENDA ITEM NO. 4.1

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TITLE: General Manager's Report – April 2021

SUBJECT: Update on activities since the March 2021 Board of Trustees Meeting

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### EXECUTIVE SUMMARY:

This Staff Report is intended to report the noteworthy activities and events of the District. Noteworthy activity from March 2021 included continued coordination on Natomas Levee Improvement Project with the United States Army Corps of Engineers, SAFCA and others, issuance of Request for Qualifications for Indirect Cost Allocation Plan, Fiscal Year 2021/2022 Budget Development, and Execution of FMAP Grant for FY2021. In summary, the District had a productive and successful month. Our key activities and achievements are presented below:

### BACKGROUND:

#### 1. Administration Services

##### a. Human Resources

- i. Flood Operation Specialists, Umberto Gutierrez and Michael Rhoads, were promoted to Lead Flood Operations Specialist on April 1, 2021.

##### b. Fiscal Year 2021-2022 Budget

- i. Budget Timeline: The intent of the schedule provided below is to outline the steps and milestones necessary to have a final budget ready for the Trustees to consider for adoption at the June 2021 scheduled Board Meeting.
  - Personnel Committee (April 6, 2021) – Met and reviewed Staff's recommendation on Cost-of-Living Adjustments (COLA) and Salary Adjustments. See Agenda Item 7.1.1.
  - Operations Committee (Week of April 12<sup>th</sup>) – Meet and review Budget assumptions for Operations & Maintenance (O&M) and Capital Improvement Program (CIP).
  - Finance Committee (Week of April 19<sup>th</sup>) – Meet and review Draft Budget and Projected Cash Flow Analysis.
  - RD 1000 Board Meeting (May 14, 2021) - Present Draft Budget to Trustees for review and comment. Staff to receive comments from the Trustees and adjust as directed.
  - RD 1000 Board Meeting (June 11, 2021) – Present Final Budget to Trustees for consideration of adoption.

**TITLE: General Manager's Report – April 2021**

c. Comprehensive Financial Plan

- i. Worked with NBS to prepare draft Comprehensive Financial Plan for review by Finance Committee. Draft report was presented to the Board in December 2020. Staff received comments and worked with NBS to revise the report. A final draft was presented to the Finance Committee on January 5, 2021.
- ii. The Board of Trustees approved the Financial Plan at the January 2021 Regular Meeting and directed staff to work on developing a scope of work for Phase 2.
- iii. The District worked with NBS to develop Phase 2 of the Financial Plan; the Board of Trustees approved the Professional Services Agreement (PSA) with NBS on March 12, 2021 for Phase 2.
- iv. GM King executed the PSA with NBS on April 2, 2021.

d. Indirect Cost Allocation Plan

- i. GM King issued a Request for Qualifications (RFQ) for an Indirect Cost Allocation Plan on March 31, 2021 (Attachment No. 1).
- ii. The District is seeking a qualified financial consultant to develop the Plan, thereby ensuring the District is utilizing comprehensive indirect cost rates, and accurately accounting for the true cost of providing services to the District's partners and the public. The District's goal is to have a well-documented and defensible cost allocation plan; identifying overhead rates that can be used in the calculation of billable hourly rates for grants, and other District billings.

**2. District Operations**

a. Routine Operations & Maintenance:

- i. District Crews continue to perform routine maintenance and operations of the District's infrastructure. See Agenda Item 4.2 for information regarding activities performed in March 2021.

**3. Capital Improvement Projects**

a. CIP Update

- i. District entered into Professional Services Agreement with KSN, Inc. on November 12, 2019. A kickoff meeting was held on December 2, 2019.
- ii. Condition Assessment and Facility Inventory finalized in December 2019.
- iii. KSN prepared Draft Final Report and presented the aforementioned report to the Board of Trustees on June 12, 2020.
- iv. On August 14, 2020, the Board of Trustees adopted the Capital Improvement Plan Update with minor revisions to the draft presented. The Final adopted CIP was provided to the Board on September 11, 2020.

**4. Natomas Levee Improvement Projects**

a. Reach A

- i. The Corps is completing the final construction plans for bid. The District is working with the Corps on final design and specifications for Plants 1A and 1B modifications including limiting plant outages during construction to insure the District's safe operations during flood season.
- ii. SAFCA has acquired most of the necessary right of way including 5 homes upstream of I-80 and 7 homes downstream. Structure demolition is anticipated this summer. The remaining trees on land still being acquired will be removed in December 2021.
- iii. Contract award is still scheduled for September 2021 with cutoff wall and adjacent levee construction starting in spring 2022. The Corps anticipates three years to complete Reach A including Pump Plant 1A and 1B modifications.

b. Reach B

- i. Construction (weather permitting) continues on Reach B including relocation of the Riverside Canal and replacement of other Natomas Water Company facilities and levee construction south of Powerline Road.
- ii. Work at Pump Plant 3 including replacement of the outfall pipes and removal of the deep gravity pipe will commence April 15. Garden Highway will be closed due to this construction; the Corps has notification signs posted.
- iii. The project to close the I-5 window crossing the Sacramento River is out for bid; bid opening is April 13. Construction should commence by June 1 and be complete by December 2021.

c. Reach C

- i. The Reach C project is complete, and the District is providing the operation and maintenance.

d. Reach D

- i. The contract for reconstruction of Pumping Plant 4 has been awarded to Syblon Reid and the Notice to Proceed issued. Construction will begin in April 2021.
- ii. The Corps is working on the package to turn the previously completed levee improvements in Reach D over to the non-federal sponsors (and RD 1000) for operations and maintenance.

**TITLE: General Manager's Report – April 2021**

e. Reach E

- i. The Corps is working on 95% plans which are due in July. The current schedule is to award the contract in July 2022 (construction 2023 and 2024); though the team is looking to expedite the schedule to be completed in 2023.
- ii. SAFCA and State DWR continue working with the Corps to identify the necessary rights of way needed for construction. The ROW take letter will be sent to the State and SAFCA by the end of April. The proposed borrow site has changed to the NBC Frazier-Bianchi site.

f. Reach F

- i. Comments were submitted by the District/State/SAFCA in March on the 35% plans. The Corps will be conducting a Value Engineering Study the week of April 5. The 65% plans are due in June 2021. RD 1000 is coordinating with SAFCA, DWR and the Corps on a final design water surface profile as well as channel improvements south of Sankey Road to address potential overtopping during the 200-year flood.
- ii. Current plans propose levee widening and potentially limited cutoff walls. Current schedule is unchanged with Contract Award in 2022 and construction in 2023 and 2024.

g. Reach G

- i. Comments were submitted by the District/State/SAFCA in March on the 35% plans. The Corps will be conducting a Value Engineering Study the week of April 5. The 65% plans are due in June 2021. RD 1000 is coordinating with SAFCA, DWR and the Corps on a final design water surface profile as well as channel improvements south of Sankey Road to address potential overtopping during the 200-year flood.
- ii. Current plans propose levee widening and potentially limited cutoff walls. Current schedule is unchanged with Contract Award in 2022 and construction in 2023 and 2024.

h. Reach H

- i. Levee work has been completed for the season and the project has been winterized. Patrol / maintenance road grading, fence relocations, and restoration of East Levee Road will recommence in spring 2021.
- ii. The District is working with SAFCA on modifications to Plant 8 to mitigate reduced capacity impacts due to the raised discharge pipes and minor impacts from the damaged pipes at pumps 6 and 7. The work will require

**TITLE: General Manager's Report – April 2021**

replacement of one or more pumps/motors and will be implemented upon the completion of the Reach H Corps project.

i. Reach I

- i. Construction of the cutoff wall has been completed and project finalization and turnover to SAFCA and the District is in progress.
- ii. Design for the Reach I Contract 2 to construct a patrol / maintenance road and perform levee slope flattening has been awarded to HDR Engineers. The Corps is coordinating with SAFCA and the State on necessary ROW acquisition. If the ROW can be acquired, the project could go to construction by late 2021. If ROW acquisition is delayed, the construction will also be delayed.

j. Other Projects

- i. Plant 5 Replacement: Design for Plant 5 replacement has been awarded to HDR Engineers.
- ii. Highway 99: Design for the closure of the Highway 99 at the Natomas Cross Canal will be awarded to HDR Engineers in April 2021.

**5. Miscellaneous**

a. DWR Flood Maintenance Assistance Program (FMAP)

- i. District was notified by DWR of approval of FMAP funds for 2021/2022. District will receive \$792K in award in FY 2021/2022.
- ii. General Manager King signed the FMAP 2021/2022 Funding Agreement and submitted to DWR on October 7.
- iii. Funding Agreement for FY 2021/2022 was executed on March 23, 2021 (Attachment No. 2).

b. Sacramento Area Flood Control Agency (SAFCA)

- i. Board Meeting – March 18, 2021 (Attachment No. 3)

c. System Wide Improvement Framework (SWIF)

- i. The District submitted a revised SWIF to the Central Valley Flood Protection Board and the United States Army Corps of Engineers on August 31, 2020, awaiting approval.

d. Natomas Basin Hydraulic Model

- i. Board of Trustees approved contract with CESI on October 9, 2020.
- ii. District held kick-off meeting on February 3, 2021.
- iii. GM King is coordinating with City and County on funding agreement. City agreement expected in April 2021.

**TITLE: General Manager's Report – April 2021**

**ATTACHMENTS:**

1. RFQ – Indirect Cost Allocation Plan – March 31, 2021
2. FMAP Funding Agreement – March 23, 2021
3. SAFCA Board Meeting – March 18, 2021

**STAFF RESPONSIBLE FOR REPORT:**



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Kevin L. King, General Manager

Date: 04/02/2021



**RECLAMATION  
DISTRICT  
NO. 1000**

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**REQUEST  
FOR  
QUALIFICATIONS**

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**Indirect Cost  
Allocation Plan**

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**MARCH 31, 2021**



**Reclamation District No. 1000**

**1633 Garden Highway  
Sacramento, CA 95833**

**(916) 922-1449**

**[www.rd1000.org](http://www.rd1000.org)**

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# Reclamation District No. 1000

## Request for Qualifications – Indirect Cost Allocation Plan

### TRUSTEES

**THOMAS M. GILBERT – BOARD PRESIDENT**

**ELENA LEE-REEDER – BOARD VICE PRESIDENT**

**NICK AVDIS – TRUSTEE**

**JAG BAINS – TRUSTEE**

**TOM BARANDAS – TRUSTEE**

**DEBRA JONES – TRUSTEE**

**VACANT – TRUSTEE**

### OFFICERS

**KEVIN L. KING – GENERAL MANAGER**

**JOLEEN GUTIERREZ – BOARD SECRETARY/TREASURER**

**DOWNEY BRAND, LLP - ATTORNEYS**

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# Introduction

## General

Reclamation District No. 1000 (RD1000; District) was organized on April 8, 1911, by special act of the California Legislature, and is governed by the Reclamation District Act (California Water Code sections 50,000 et. seq.). The District's affairs are governed by a seven-member Board of Trustees. At the time of formation, the District embarked on the largest privately funded reclamation project in the United States. What was accomplished by the District in the twentieth century was truly remarkable. Today, the District's perimeter levee system consists of 42.6 miles of project levees encircling the District's 55,000 acres. The District also operates and maintains an interior drainage system consisting of 30 miles of main drainage canals, approximately 150 miles of drainage ditches and eight pumping stations. The drainage system collects agricultural tailwater, stormwater and drainage and delivers them to the pumping plants for disposal in the adjacent rivers and creeks.

RD 1000 perimeter levees are undergoing the largest rehabilitation since their original construction over a hundred years ago. The \$1.7 billion Natomas Levee Improvement Project (NLIP) which began in 2007 and will continue through 2025, will provide the Natomas Basin with two hundred-year flood protection when complete.

As the District moves into its second century, its public safety mission remains its first commitment. The District's sole purpose and function is to monitor, operate, and maintain the levees and flood control infrastructure protecting the more than one hundred thousand people in the Natomas Basin, ensuring that the system is ready for the next one hundred years.

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## Mission Statement

Reclamation District No. 1000's mission is flood protection for the Natomas Basin providing for the public's health and safety by operating and maintaining the levees, and the District's canals and pump stations in a safe, efficient and responsible manner.

## Responsibility Statement

On behalf of and in communication with the residents of the Natomas Basin, the District meets its flood protection Mission by operating and maintaining:

- The perimeter levee system to prevent exterior floodwaters from entering the Natomas Basin.
- The District's interior canal system to collect the stormwater runoff and agricultural drainage from within the Natomas Basin.
- The District's pump stations to safely discharge interior stormwater and agricultural drainage out of the Natomas Basin.

## Vision Statement

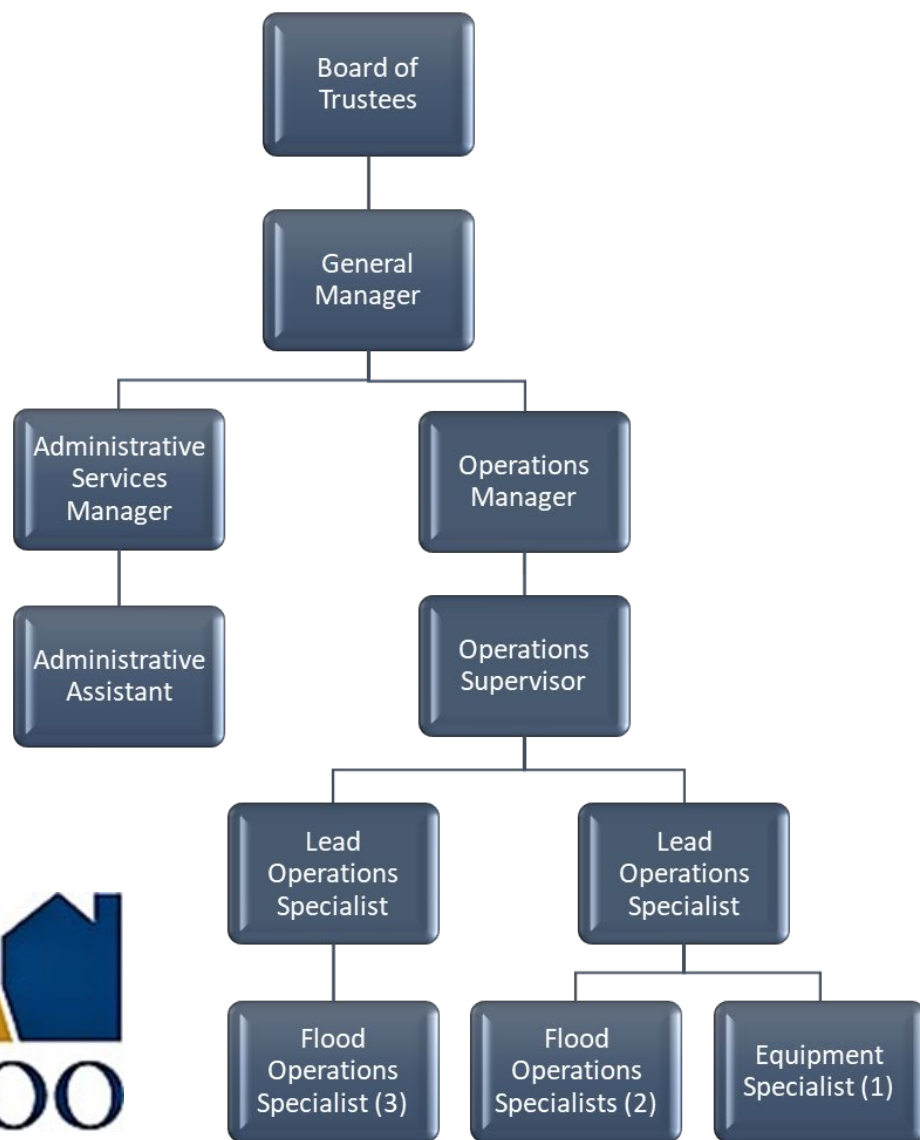
In meeting its flood protection Mission, the District shall also:

- Carry out its responsibilities in a safe, professional, and accountable manner that adheres to the principles of good governance and transparency being sensitive to community interests and the environment.
- Continuously identify and implement operational, maintenance, structural and non-structural improvements that reduce flood risks in the Natomas Basin.
- Cooperate with private entities and public agencies (including the Corps of Engineers and the State Central Valley Flood Protection Board) with whom the District shares responsibilities, common goals, and objectives for flood protection in the Natomas Basin.
- Educate the public about the risks of flooding in the Natomas Basin and the District's efforts to minimize those risks.

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Organizational Chart

# RECLAMATION DISTRICT NO. 1000 ORGANIZATIONAL CHART



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# Request for Qualifications – Indirect Cost Allocation Plan

## Executive Summary

Reclamation District No. 1000 (RD 1000; District) is requesting qualification proposals for preparation of an Indirect Cost Allocation Plan, from interested professional financial consultants with a minimum of 10 years' experience working with public agencies similar to Reclamation Districts, Water Districts and Irrigation Districts in the State of California. The District proposes to select one qualified consultant to develop the Plan for the District. The District reserves the right to reject any proposals and full discretion as to the award or refusal to award any contract.

### Description of Services

In general, the District is seeking a qualified financial consultant to develop an Indirect Cost Allocation Plan, thereby ensuring the District is utilizing comprehensive indirect cost rates, and accurately accounting for the true cost of providing services to the District's partners and the public. The indirect Cost Allocation Plan will utilize the audited financial results for the year ended June 30, 2020. The District's goal is to have a well-documented and defensible cost allocation plan; identifying overhead rates that can be used in the calculation of billable hourly rates for grants, and other District billings.

Project tasks include, but are not necessarily limited to, the following. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.

1. Work with District staff, Consulting Accountant, District Auditor, and others as needed (collectively referred to as the District), to review the purpose, use, and goal of the Indirect Cost Allocation Plan (the Plan), ensuring that the Plan will be both accurate and appropriate for the District's intended use.
2. Obtain all necessary records, data, and statistics from District and conduct analyses as required to address the scope of work.
3. Work with the District to review existing cost categories and allocation criteria, verifying their appropriateness for current and future programs. Prepare an Indirect Cost Allocation Plan Model using Microsoft Excel to ensure that it can be updated on a year-to-year basis by the District. Budget for as many meetings with the District, as necessary to gather the appropriate amount of information to prepare the Plan.



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4. Draft the Indirect Cost Allocation Plan providing several alternative approaches/methodologies. Present the Draft Plan to the General Manager and Management Team and plan for at least two (2) meetings. Update the Plan, as necessary, after each meeting.
  5. Draft Final Reports: Present the Draft Plan to the Board Finance Committee and plan for at least two (2) Finance Committee Meetings.
    - a. Incorporate changes pursuant to comments received from the District's Finance Committee; and
    - b. Present revised reports and recommendations to the District Board of Trustee's at a regularly scheduled Board meeting.
  6. Final Reports: Provide a Final Plan that contains an Executive Summary, the consultant's methodology, the finding of the studies and analyses, as well as recommendations. Plan for at least two (2) Board of Trustee Meetings.
    - a. Incorporate changes pursuant to comments received at the Board meeting presentation;
    - b. Provide an electronic copy of the report, with spreadsheets in Excel format; and
    - c. Present the final reports and recommendations to the Board of Trustees and members of the public at a regular Board meeting.

### **Qualification Proposal Deadline**

All qualification proposals must be received by the District's office at 1633 Garden Highway, Sacramento, CA 95833, or via electronic submittal to [kking@rd1000.org](mailto:kking@rd1000.org) by **4:00 P.M. on May 14, 2021**. Submittals received after said time will not be considered.

### **Questions**

Contact General Manager Kevin King at (916) 922-1449 or [kking@rd1000.org](mailto:kking@rd1000.org) with any questions regarding this Request for Qualifications.

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## Section A – MINIMUM QUALIFICATIONS

### **Minimum Qualifications – Indirect Cost Allocation Plan**

1. A description of the organization’s professional qualifications.
2. A statement indicating the number of employees, by level, which will perform the Plan and resumes for each employee who will be assigned to the District’s project, including but not limited to educational/professional credentials and previous indirect cost allocation planning experience.
3. A listing of current and prior indirect cost allocation plan clients, including the types of services performed and client contact information so they may serve as references.
4. Indicate availability to proceed with work on or about June 15, 2021 and include a tentative schedule for completing the Plan.
5. A written work plan outlining how the consultant proposes to perform the plan and any information pertaining to any area of an indirect cost allocation plan which is customarily reviewed during such a plan which has not been mentioned in the “Scope of Work” section of this solicitation.

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## Section B – GENERAL TERMS AND CONDITIONS & SUBMITTAL REQUIREMENTS

### Requirement to Meet All Provisions

Each consultant submitting qualifications (Consultant) shall meet all the terms, and conditions of the Request for Qualifications (RFQ). By virtue of its submittal, the Consultant acknowledges agreement with and acceptance of all provisions of the RFQ package.

### Qualification Proposals

Each qualification proposal must be made on the form(s) provided and accompanied by any other required submittals or supplemental materials. Qualification proposals shall be enclosed in an envelope that shall be sealed and addressed to Reclamation District No. 1000, 1633 Garden Highway, Sacramento CA, 95833. Each qualification proposal shall include one electronic copy of the material in *Adobe Acrobat* format on Universal Serial Bus (USB) Flash Drive. In order to guard against premature opening, the qualification proposal should be clearly labeled with the title, name of Consultant, and date and time of opening. Alternatively, the proposal may be submitted electronically in *Adobe Acrobat* format to [kking@rd1000.org](mailto:kking@rd1000.org) using *Adobe Acrobat* share function. No FAX submittals will be accepted.

To guard against premature opening, each qualification proposal shall be submitted to the District in a sealed envelope plainly marked with the following:

- RFQ title (“Request for Qualifications – Indirect Cost Allocation Plan”)
- Consultant name
- Time and date of the opening (“May 14, 2021 @ 4:00 pm”)

To guard against premature opening of electronic submittals, the proposal shall be submitted using *Adobe Acrobat* share function, which tracks file access, to [kking@rd1000.org](mailto:kking@rd1000.org).

### Insurance Certificate

Each qualification proposal must include a certificate of insurance showing:

- The insurance carrier and its A.M. Best rating.
- Scope of coverage and limits.
- Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the Consultants insurance coverage during submittal evaluation; as discussed below, endorsements are not required until contract award. The District’s insurance requirements are detailed in Section F.

### Submittal of References

Each proposer shall submit a statement of qualifications and references on the form provided in Section E of this RFQ.

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### **Statement of Contract Disqualifications**

Each proposer shall submit a statement regarding any past government disqualifications on the form provided in Section E of this RFQ.

### **Qualification Proposal Withdrawal and Opening**

A Consultant may withdraw its qualification proposal, without prejudice prior to the time specified for the opening, by submitting a written request to the District General Manager for its withdrawal, in which event the submittal will be returned to the Consultant unopened. No submittal received after the time specified or at any place other than that stated in the RFQ will be considered. The opening of proposals in response to this RFQ is not subject to attendance by the general public. This restriction is necessitated by the fact that the contract award is subject to negotiations, and it would be unfair for competing Consultants to know the prices quoted by one another.

### **Communications**

All timely requests for information submitted in writing will receive a written response from the District. Telephone communications with District staff are not encouraged but will be permitted. However, any such oral communication shall not be binding on the District.

### **Qualification Proposal Retention and Award**

The District reserves the right to retain all qualification proposals for a period of 60 days for examination and comparison. The District also reserves the right to waive non-substantial irregularities in any qualification proposal, to reject any or all qualification proposals, to reject or delete one part of a qualification proposal and accept the other, except to the extent that proposals are qualified by specific limitations.

### **Competency and Responsibility of Firm**

The District reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Consultants. Consultants will provide, in a timely manner, all information that the District deems necessary to make such a decision.

### **Contract Requirement**

The Consultant to whom award is made (if any) shall execute a written contract with the District within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its qualification proposal. The contract shall be made in the form adopted by the District and incorporated in this RFQ.

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### **Insurance Requirements**

The Consultant shall provide proof of insurance in the form, coverages and amounts specified in Section F within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

### **Failure to Accept Contract**

The following will occur if the Consultant to whom the award is made (if any) fails to enter into the contract: the award will be annulled; and an award may be made to the next highest ranked Consultant with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

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## Section C – QUALIFICATION PROPOSAL CONTENT AND SELECTION PROCESS

### Qualification Proposal Content

#### 1. Submittal Forms

- a. Acknowledgement
- b. Certificate of Insurance
- c. References
- d. Statement of Past Disqualifications

#### 2. Qualifications

- a. A detailed scope of services that reflects the Consultant’s understanding of the District’s requirements.
- b. Written responses to all the subject areas set forth in the “Minimum Qualifications” section, demonstrating the Consultant’s experience and expertise.
- c. Personnel Qualifications: The Proposal shall identify the individual who will be primarily responsible for providing the services required for the Indirect Cost Allocation Plan. Please include the qualifications, training, and certifications of lead individual, and all other staff who will perform the services outlined herein.
- d. List of Clients: A list of major public agency clients for each the Consultant has provided similar services for during the last five (5) years, with contact information (i.e., name of the clients, addresses, phone numbers, and contact person). The District reserves the right to contact any of the references.
- e. Additional Consultant Information: The Proposal shall include the following: (a) Its scope of practice (national, regional, statewide, or local), and founding date; (b) Number of Consultant’s employees; (c) Location of primary office; (d) Number of Consultants clients.

#### 3. Fee Schedule:

- a. The cost proposal must include a not-to-exceed cost estimate adequate to cover the scope of the project. The cost proposal should be itemized by task and include a list of charge out rates related to the names of key personnel to be used by the Consultant during this project. Include time, materials, travel, and other expenses, which may be associated with the duties and obligations under this RFQ. All costs must be identified. A requested payment schedule should accompany the work schedule.

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#### **4. Qualification Proposal Length and Copies**

- a. Qualification proposals should be the minimum length to provide the required information. Proposals shall not exceed 60 pages in length, including required forms.
- b. If submitting hard copies, five (5) copies of the qualification proposal must be submitted, along with one (1) PDF formatted electronic copy on a USB Flash Drive.

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## Qualification Proposal Evaluation and Consultant Selection

Qualification proposals will be evaluated by a review committee and contract award process as follows:

### 1. Written Proposal Review/Finalist Candidate Selection

Evaluation of the qualification proposals will be based on the following:

- a. The consultant's experience, stability, and capability to complete all aspects of the work.
- b. Experience and qualifications of personnel assigned to this project and their availability.
- c. References from clients with similar projects.
- d. The availability of the consultant during the project period.
- e. The consultant's experience with the requirements of indirect cost allocation plans and capability of analyzing the legal defensibility of recommendations.
- f. Price proposal (including expenses) that assumes up to two meetings with the Financial Committee and two meetings with the Board of Trustees.

Qualification proposals will be reviewed by a selection committee and ranked in accordance with the above criteria. Where one qualification proposal is rated consistently higher than others, the consultant may be selected as the top ranked consultant for purposes of contract negotiation.

Alternatively, a group of finalist candidates (generally the top 3 to 5 five proposers) may be selected for follow-up interviews and presentations, or requests for additional clarifying information, before the final top ranked consultants for contract negotiation are determined.

### 2. Qualification Proposal Review and Award Schedule

The following is an outline of the anticipated schedule for qualification proposal review and contract award:

Issue RFQ: March 31, 2021

Last Day for Questions: April 30, 2021

Receive qualification proposals: May 14, 2021

Selection Committee: May 17 – May 28, 2021

- The Selection Committee will conduct a Level I review that will consist of evaluating the proposals for the purpose of establishing the most qualified consultants. The Selection Committee may decide on a recommendation for awarding the contract upon completion of the Level I review.
- If needed, the Selection Committee will conduct a Level II review. The Level II review will be conducted to select the finalist from a small pool of candidates. This level may include a request for a presentation from the finalists, proposal fact finding and negotiation of contract terms and conditions.

Complete evaluation: May 31, 2021

Award contract: June 11, 2021



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## Section D – FORM OF AGREEMENT

### Agreement

THIS AGREEMENT is made and entered into in the City of Sacramento on [Month, Day, Year] by and between RECLAMATION DISTRICT NO. 1000, a public entity of the State of California, hereinafter referred to as District, and [CONSULTANT'S NAME IN CAPITAL LETTERS], hereinafter referred to as Consultant.

### WITNESSETH

WHEREAS, on March 31, 2021, the District requested qualification proposals for Indirect Cost Allocation Plan.

WHEREAS, pursuant to said request, Consultant submitted a proposal that was accepted by District for said services.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

- 1. Term.** The term of this Agreement shall be from the date this Agreement is made and entered, as first written above until Project Completion date \_\_\_\_\_.
- 2. Termination.** If, during the term of the contract, the District determines that the Consultant is not faithfully abiding by any term or condition contained herein, the District may notify the Consultant in writing of such defect or failure to perform. This notice must give the Consultant a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Consultant has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the District may terminate the contract immediately by written notice to the Consultant to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Consultant's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination thereof.

In said event, the Consultant shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the District's Notice of Termination, minus any offset from such payment representing the District's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Consultant as may be set forth in

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the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Consultant shall be based solely on the District's assessment of the value of the work-in-progress in completing the overall work scope.

The District reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the District's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Consultant be entitled to receive in excess of the compensation quoted in its proposal.

The District also reserves the right to terminate the contract for convenience, providing a 30 (thirty) calendar day notice, at any time upon a determination by the General Manager that termination of the contract is in the best interest of the District. In this case the Consultant will be paid compensation due and payable to the date of termination.

- 3. Ability to Perform.** The Consultant warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all applicable federal, state, county, city, and special district laws, ordinances, and regulations.
- 4. Sub-contract Provisions.** No portion of the work pertinent to this contract shall be subcontracted without written authorization by the District, except that which is expressly identified in the Consultant's qualification proposal. Any substitution of sub-consultants must be approved in writing by the District. For any sub-contract for services in excess of \$25,000, the subcontract shall contain all provisions of this agreement.
- 5. Contract Assignment.** The Consultant shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the District.
- 6. Inspection.** The Consultant shall furnish District with every reasonable opportunity for District to ascertain that the services of the Consultant are being performed in accordance with the requirements and intentions of this contract. All work done and all materials furnished, if any, shall be subject to the District's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill its contract requirements.
- 7. Record Retention and Audit.** For the purpose of determining compliance with various laws and regulations as well as performance of the contract, the Consultant and sub-consultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to the performance of the contract, including but not limited to the cost of administering the contract.

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Materials shall be made available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. Authorized representatives of the District shall have the option of inspecting and/or auditing all records.

- 8. Conflict of Interest.** The Consultant shall disclose any financial, business, or other relationship with the District that may have an impact upon the outcome of this contract, or any ensuing District project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing District project which will follow. The Consultant staff shall provide a Conflict-of-Interest Statement where determined necessary by the District.

The Consultant covenants that it presently has no interest, and shall not acquire any interest—direct, indirect, or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Consultant further covenants that, in the performance of this work, no sub-consultant or person having such an interest shall be employed. The Consultant certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the District.

- 9. Rebates, Kickbacks or Other Unlawful Consideration.** The Consultant warrants that this contract was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any District employee. For breach or violation of the warranty, the District shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

- 10. Covenant Against Contingent Fees.** The Consultant warrants by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, the District has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

- 11. Compliance with Laws and Wage Rates.** The Consultant shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of Sacramento ordinances, regulations and adopted codes during its performance of the work.

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**12. Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Consultant is required to pay.

**13. Immigration Act of 1986.** The Consultant warrants on behalf of itself and all sub-consultants engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

**14. Consultant Non-Discrimination.** In the award of subcontracts or in performance of this work, the Consultant agrees that it will not engage in, nor permit such sub-consultants as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

**15. Indemnification for Professional Liability.** To the fullest extent permitted by law, the Consultant shall indemnify, protect, defend, and hold harmless the District and any and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and cost which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

**16. Non-Exclusive Contract.** The District reserves the right to contract for the services listed in this RFQ from other consultants during the contract term.

**17. Release of Reports and Information.** Any reports, information, data, or other material given to, prepared by or assembled by the Consultant as part of the work or services under these specifications shall be the property of District and shall not be made available to any individual or organization by the Consultant without the prior written approval of the District.

The Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the District and receipt of the District’s written permission.

**18. Consultant Invoices.** The Consultant shall deliver a monthly invoice to the District, itemized by task. Invoice must include a breakdown of hours billed and miscellaneous charges and any sub-consultant invoices, similarly broken down, as supporting detail.

**19. Payment.** For providing services as specified in this Agreement, Consultant shall be reimbursed for hours worked at the hourly rates attached to this agreement. Hourly rates include direct salary costs, employee benefits, overhead and fee. In addition, the Consultant shall be reimbursed for direct costs other than salary and vehicle cost that have been identified and are attached to this

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agreement. The Consultant's personnel shall be reimbursed for per diem expenses at a rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules.

**20. Payment Terms.** The District's payment terms are 30 days from the receipt and approval by the District of an original invoice and acceptance by the District of the services provided by the Consultant (Net 30).

**21. Resolution of Disputes.** Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the District's General Manager and the District's Administrative Services Manager, who may consider written or verbal information submitted by the Consultant. Not later than thirty (30) days after completion of all deliverables necessary to complete the project, the Consultant may request review by the District Board of Trustees of unresolved claims or disputes.

Any dispute concerning a question of fact arising under an audit of this contract that is not disposed of by agreement, shall be reviewed by the District's Administrative Services Manager. Not later than thirty (30) days after issuance of the final audit report, the Consultant may request a review by the District's Administrative Services Manager of unresolved audit issues. The request for review must be submitted in writing.

Neither the pendency of a dispute, nor its consideration by the District will excuse the Consultant from full and timely performance in accordance with the terms of this contract.

**22. Agreement Parties.**

**District:** Kevin L. King  
General Manager  
Reclamation District No. 1000  
1633 Garden Highway  
Sacramento, CA 95833

**Consultant:**

All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as shown above.

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- 23. Incorporation by Reference.** District Request for Qualifications – Indirect Cost Allocation Plan and Consultant's qualification proposal, are hereby incorporated in and made a part of this Agreement.
- 24. Amendments.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the District General Manager.
- 25. Working Out of Scope.** If, at any time during the project, the Consultant is directed to do work by persons other than the District General Manager and the firm believes that the work is outside of the scope of the original contract, the Consultant shall inform the General Manager immediately. If the General Manager and Consultant both agree that the work is outside of the project scope and is necessary to the successful completion of the task, then a fee will be established for such work based on Consultant's hourly billing rates or a lump sum price agreed upon between the District and the Consultant. Any extra work performed by Consultant without prior written approval from the District General Manager shall be at Consultant's own expense.
- 26. Complete Agreement.** This written agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto. For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by District, Consultant agrees with District to do everything required by this Agreement.
- 27. Authority to Execute Agreement.** Both District and Consultant do covenant that each individual executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

RECLAMATION DISTRICT NO. 1000:

CONSULTANT:

Name of Consultant By:

\_\_\_\_\_

Kevin L. King, General Manager

\_\_\_\_\_

Name of Principal, Its: Principal

APPROVED AS TO FORM:

\_\_\_\_\_

Rebecca Smith, District Counsel

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## Section E – SUBMITTAL FORMS ACKNOWLEDGEMENT

The undersigned declares that she or he:

- Has carefully examined the Request for Qualifications – Indirect Cost Allocation Plan; and
- Is thoroughly familiar with its content; and
- Is authorized to represent the proposing Consultant; and
- Agrees to perform the work as set forth in this qualification proposal.

Consultant Name and Address:		
Contact Name:		
Email:	Fax:	Phone:

Signature of Authorized Representative:	Date:
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### Insurance Certificate

\_\_\_\_\_ Insurance Company's A.M. Best Rating

Certificate of insurance attached



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### Statement of Past Contract Disqualifications

The Consultant shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes

No

If yes, explain the circumstances.

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Executed on \_\_\_\_\_ at \_\_\_\_\_ under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

\_\_\_\_\_

Signature of Authorized Consultant Representative

### References

Number of years engaged in providing the services included within the scope of the specifications under the present business name:

Describe fully the last three (3) contracts performed by Consultant that demonstrate the ability to provide the services included with the scope of the RFQ. Attach additional pages if required. The District reserves the right to contact each of the references listed for additional information regarding your qualifications.

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**Reference No. 1**

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Date of Services	
Contract Amount	
Description of Services	
Project Outcome	

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**Reference No. 2**

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Date of Services	
Contract Amount	
Description of Services	
Project Outcome	

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**Reference No. 3**

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Date of Services	
Contract Amount	
Description of Services	
Project Outcome	

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## Section F – INSURANCE REQUIREMENTS: Consultant Services

The Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultants, its agents, representatives, employees, or sub-consultants.

**Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 20 10 Prior to 1993 or CG 20 10 07 04 with CG 20 37 10 01 or the exact equivalent as determined by the District).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance as appropriate to the consultant's profession.

**Minimum Limits of Insurance.** Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

**Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its officers, officials, employees, agents, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied, or used by the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, official, employees, agents, or volunteers.

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2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, agents, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
  3. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District. The Consultant agrees to notify the District if the policy is suspended, voided, or reduced in coverage or limits. A minimum of thirty (30) days prior written notice by certified mail, return receipt requested, will be provided.
  5. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

**Verification of Coverage.** Consultant shall furnish the District with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements effecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

4600013970

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Water Resources

CONTRACTOR NAME

Reclamation District 1000

2. The term of this Agreement is:

START DATE

January 1, 2021

THROUGH END DATE

December 31, 2021

3. The maximum amount of this Agreement is:

\$792,000.00

Seven hundred ninety-two thousand and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
	Funding Agreement between The State of California Department of Water Resources and Reclamation District 1000 for the Operations & Maintenance Activities, A Part of the Flood Maintenance Program under Budget Act of 2018 (Stats. 2018, ch. 29, Item 3860-001-0001)	
	Signatures appear on page 9 of 28 in the attached Funding Agreement	
+		
-		

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 4600013970	PURCHASING AUTHORITY NUMBER (If Applicable)
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
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PRINTED NAME OF PERSON SIGNING	Approved as to legal form and sufficiency:	TITLE
--------------------------------	--	-------

CONTRACTING AGENCY AUTHORIZED SIGNATURE	<i>Karen D. Jolson</i> for Asst. Chief Counsel, DWR	DATE SIGNED
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable)
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**STATE OF CALIFORNIA  
NATURAL RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES**

**Agreement Number: 2021-FMAP-RD1000-01**

**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES  
AND  
RECLAMATION DISTRICT 1000**

**FOR THE OPERATIONS & MAINTENANCE ACTIVITIES**

**A PART OF THE FLOOD MAINTENANCE ASSISTANCE PROGRAM  
UNDER  
BUDGET ACT OF 2018 (Stats. 2018, ch. 29, Item 3860-001-0001)**

2021-FMAP-RD1000-01

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**FUNDING AGREEMENT BETWEEN  
THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES)  
AND  
RECLAMATION DISTRICT 1000**

**2021-FMAP-RD1000-01**

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the Reclamation District No. 1000, a local flood maintaining agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient," which parties do hereby agree as follows:

1. **PURPOSE.** State shall provide funding from the Budget Act of 2020 to Funding Recipient to assist in financing operations and maintenance activities as set forth in Exhibit A (Project).
2. **TERM OF FUNDING AGREEMENT.** The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by State, through final plus three (3) years unless otherwise terminated or amended as provided in this Agreement. The work window covered by this Agreement begins January 1, 2021 and ends December 31, 2021. Invoices for this work shall be submitted no later than April 30, 2022.
3. **FUNDING AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$792,000.00.
4. **BASIC CONDITIONS.** State shall have no obligation to disburse money under this Funding Agreement until Funding Recipient has satisfied the following conditions:
  - A. Funding Recipient provides sufficient record for operations and maintenance activities and actual expenditures, as stated in their submittal package.
  - B. Funding Recipient submits a new Operations, Maintenance, Repair, Rehabilitation, and Replacement (OMRR&R) Assurance Agreement executed with the Central Valley Flood Protection Board for the Funding Recipient's entire jurisdiction.
  - C. For the term of this Funding Agreement, Funding Recipient submits timely Quarterly Progress Reports as required by Paragraph 10, "Submission of Reports."
  - D. Funding Recipient submits all deliverables as specified in Paragraph 10 of this Funding Agreement and in Exhibit A.
  - E. Prior to the commencement of implementation activities, for work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Funding Agreement until the following actions are performed:
    - i. Funding Recipient submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State,
    - ii. Documents that satisfy the CEQA process are received by the State,
    - iii. State has completed its CEQA compliance review as a Responsible Agency, and
    - iv. Funding Recipient receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. Funding Recipient must also demonstrate that it has complied with all applicable requirements of the National

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Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to implementation.

5. **DISBURSEMENT OF FUNDS.** State will disburse to Funding Recipient the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or State laws, rules, or regulations. Any and all money disbursed to Funding Recipient under this Funding Agreement shall be deposited in a separate account and shall be used solely to pay Eligible Costs.
6. **ELIGIBLE COSTS.** Funding Recipient shall apply State funds received only to eligible Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, permit fees, preparation of environmental documentation, environmental mitigations, monitoring, and maintenance activities. Only work performed after the execution of this Agreement shall be eligible for reimbursement.

Unless otherwise noted, costs that are not eligible for reimbursement with State funds cannot be counted as Funding Match. Costs that are not eligible for reimbursement include but are not limited to the following items:

- A. Costs, other than those noted above, incurred prior to the execution of this Agreement.
  - B. Purchase and maintenance of general use vehicles.
  - C. Replacement of existing funding sources for ongoing programs.
  - D. Travel and per diem costs.
  - E. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
  - F. Purchase of land or interests in land other than those authorized in Exhibit A.
  - G. Purchase or construction of new facilities.
  - H. Utility costs.
  - I. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Funding Recipient; non-project-specific accounting and personnel services performed within the Funding Recipient's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. This prohibition applies to the Funding Recipient and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
7. **METHOD OF PAYMENT.** Funds shall be disbursed to Funding Recipient after the disbursement requirements in Paragraph 4 "Basic Conditions" are met and in accordance with Exhibit B. Any funds provided in advance of actual expenditures shall be spent on Eligible Project Costs within six (6) months of disbursement from the State. Failure to provide adequate documentation on the use of any advanced funds shall constitute a material breach of this Agreement subject to the default provisions in Paragraph 9, "Default Provisions." Any funds not advanced in accordance with Exhibit B, the State will disburse to Funding Recipient, following receipt from Funding Recipient via electronic format invoice(s) for costs incurred and Quarterly Progress Reports as required by Paragraph 10, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Funding Agreement number.

Advance funds may be dispersed to Funding Recipient for eligible O&M activities as described in Exhibit B.

State will notify Funding Recipient, in a timely manner, whenever, upon review of an Invoice, State determines that any portion or portions of the costs claimed are not Eligible Costs or is not supported by

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documentation or receipts acceptable to State. Funding Recipient may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Funding Recipient fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by Funding Recipient shall include the following information:

- A. Costs incurred for work performed during the funding period identified in the particular invoice.
- B. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as set forth in Exhibit B.
  - v. Funding Recipient or their representative shall submit invoices and quarterly reports in electronic format to the following project manager: Syada Iffat Ara  
at Syada.Ara@water.ca.gov.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Funding Recipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Funding Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

8. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that the Project is not being implemented in accordance with the provisions of this Funding Agreement, or that Funding Recipient has failed in any other respect to comply with the provisions of this Funding Agreement, and if Funding Recipient does not remedy any such failure to State's satisfaction, State may withhold from Funding Recipient all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Funding Recipient and State notifies Funding Recipient of its decision not to release funds that have been withheld pursuant to Paragraph 9, the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Funding Recipient, as directed by State. State may consider Funding Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 9, "Default Provisions." If State notifies Funding Recipient of its decision to withhold the entire funding amount from Funding Recipient pursuant to this paragraph, this Funding Agreement shall terminate upon receipt of such notice by Funding Recipient and the State shall no longer be required to provide funds under this Funding Agreement and the Funding Agreement shall no longer be binding on either party.



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9. DEFAULT PROVISIONS. Funding Recipient will be in default under this Funding Agreement if any of the following occur:
- A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient's obligations;
  - B. Making any false warranty, representation, or statement with respect to this Funding Agreement or the application filed to obtain this Funding Agreement;
  - C. Failure to abide by the terms of the OMRR&R Agreement with the Central Valley Flood Protection Board.
  - D. Failure to make any remittance required by this Funding Agreement including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
  - E. Failure to submit timely progress reports.
  - F. Failure to routinely invoice State.

Should an event of default occur, State shall provide a notice of default to the Funding Recipient and shall give Funding Recipient at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Funding Recipient. If the Funding Recipient fails to cure the default within the time prescribed by the State, State may do any of the following:

- A. Declare the funding be immediately repaid.
- B. Terminate any obligation to make future payments to Funding Recipient.
- C. Terminate the Funding Agreement.
- D. Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Funding Agreement in the manner provided by law, Funding Recipient agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

10. SUBMISSION OF REPORTS. The submittal and approval of all reports or invoices is a requirement for the successful completion of this Funding Agreement. Reports or invoices shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports or invoices shall be submitted to the State's Project Manager Via electronic mail provided. If requested, Funding Recipient shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports verifying progress is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Funding Completion Report is a requirement for the subsequent release of any funds to the Funding Recipient in any Fiscal Year.
- A. Quarterly Progress Reports: Funding Recipient shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be submitted to the State's Project Manager via electronic mail to the address provided. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, Funding Recipients activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period.
  - B. Closeout Report: Funding Recipient shall prepare and submit to State a Closeout Report. Funding Recipient shall submit a Closeout Report within ninety (90) calendar days of work completion. The report shall include, in part, a description of actual work done, any changes or amendments to the work plan, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during the Project.

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11. NOTIFICATION OF STATE. Funding Recipient shall promptly notify State, in writing, of the following items:

- A. Events or proposed changes that could affect the scope, budget, work performed, or schedule under this Funding Agreement. Funding Recipient agrees that no substantial change in the scope of the O&M activities will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- B. Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by State’s representatives. Funding Recipient shall make such notification at least 14 calendar days prior to the event.
- C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during implementation, the Funding Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Funding Recipient agrees to implement appropriate actions as directed by the State.
- D. The initiation of any litigation or the threat of litigation against the Funding Recipient regarding the Project or that may affect the Project in any way.

12. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be transmitted by any of the following means:

- A. By delivery in person.
- B. By certified U.S. mail, return receipt requested, postage prepaid.
- C. By “overnight” delivery service; provided that next-business-day delivery is requested by the sender.
- D. By electronic means.
- E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

13. PERFORMANCE EVALUATION. Upon completion of this Funding Agreement, Funding Recipient’s performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Funding Recipient.

14. FUNDING AGREEMENT REPRESENTATIVES. The Funding Agreement Representatives during the term of this Funding Agreement are as follows:

Department of Water Resources  
 Project Representative:  
 Name: Jeff H. Van Gilder  
 Title: Senior Engineering Geologist  
 Mailing Address: 3310 El Camino Ave., Room 140  
Sacramento, CA 95821  
 Phone: (916) 574-2745  
 Email: Jeff.VanGilder@water.ca.gov

Reclamation District No. 1000  
 Project Representative:  
 Name: Kevin King  
 Title: General Manager  
 Mailing Address: 1633 Garden Highway  
Sacramento, CA 95833  
 Phone: (916) 922-1449  
 Email: kking@rd1000.org

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Direct all inquiries to the Project Manager:

Department of Water Resources

Project Manager:

Name: Syada Iffat Ara

Title: Engineer, Water Resources

Mailing Address: 3310 El Camino Ave, Rm 140  
Sacramento, CA 95821

Phone: (916) 574 2003

Email: Syada.Ara@water.ca.gov

Reclamation District No. 1000

Project Manager:

Name: Ric Reinhardt

Title: Principal Engineer

Mailing Address: 455 University Ave., Suite 100  
Sacramento, CA 95825

Phone: (916) 456-4400

Email: reinhardt@mbkengineers.com

Either party may change its Project Representative or Project Manager upon written notice to the other party.

15. **STANDARD PROVISIONS AND INTEGRATION.** This Funding Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Funding Recipient Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – State Audit Document Requirements and Funding Match Guidelines for Funding Recipients



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IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

RECLAMATION DISTRICT 1000



**Jeremy Arrich, Division Chief**

**Kevin King, General Manager**

Division of Flood Management

Reclamation District No. 1000

Date 12/9/2020

Date 10/29/2020

Approved as to Legal Form and Sufficiency



**Robin Brewer, Assistant Chief Counsel**

Office of Chief Counsel

Date 11/9/2020

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## **Exhibit A**

### **WORK PLAN**

Funding Recipient must prepare a work plan describing all tasks and purchases expected to occur under this agreement. The funding recipient may revise the work plan if needed, but must obtain approval from DWR.

Task 1: Prepare USACE LOI or SWIF to establish eligibility under PL 84-99.

List the tasks/steps involved to obtain the LOI or SWIF if needed.

Task 2: Prepare the technical/engineering reports needed to secure sufficient funding to manage the SPFC facilities.

List the tasks/steps involved to prepare the technical and engineering reports if needed.

Task 3: Administrative Activities

Task 4: Describe and list the O&M activities and estimated cost to be performed.

Such activities may include the following:

- Levee and channel vegetation management
- Rodent abatement and damage repair
- Maintenance of levee slopes and patrol roads
- Minor erosion, seepage, and stability repairs
- Channel scour repair
- Addressing USACE and DWR identified levee deficiencies and unacceptable problems
- Maintenance of structures and other SPFC facilities
- Encroachment management
- Debris and obstruction removal
- Small sediment removal

Other activities as needed if not listed.

Task 5: List and describe the need for any equipment and/or materials that will be purchased under this Agreement.

**RECLAMATION DISTRICT No. 1000 WORKPLAN FOR 2020-21****AVAILABLE FUNDING: \$792,000****TASK 1: PREPARE SWIF - \$20,000**

Reclamation District No. 1000 (District) will continue to identify action items in correcting known deficiencies to be documented in its System-Wide Improvement Framework (SWIF). RD 1000 will submit a draft of the SWIF to both Central Valley Flood Protection Board (CVFPB) and the United States Army Corps of Engineers (USACE) for review. Once comments are incorporated, the District will submit the final SWIF to the CVFPB for submittal to USACE.

Deliverables:

- Final SWIF (submitted to USACE and CVFPB for review)

**TASK 2: TECHNICAL/ENGINEERING REPORT**

The District does not plan on initiating a Proposition 218 election in 2020.

**TASK 3: ADMINISTRATIVE ACTIVITIES - \$8,150**

Administrative activities will not exceed 5% of the total cost of the O&M activities.

**TASK 4: O&M ACTIVITIES- \$162,850**

**Vegetation Management:** The District will continue the high hazard tree removal process in areas that were not addressed in 2019 and 2020. The District plans to manage waterside vegetation through removal or trimming along all affected levees. A biological study and mitigation may be required.

**Encroachment Enforcement:** To come into compliance with state and federal requirements, non-compliant waterside encroachments will need to be inspected and removed or abandoned in place. Funding for this effort will be based on remaining amount from expenses related to Vegetation Management.

Deliverables:

- Bid Package(s) or Award of Contract
- Studies as applicable
- Completion Report(s)

**TASK 5: EQUIPMENT/MATERIAL PURCHASES- \$601,000**

**Equipment.** Purchase of a semi-trailer, dump tracker, and backhoe to replace existing maintenance equipment that do not meet current air quality requirements. The equipment, as listed below, will be used for vegetation control and other operating and maintenance activities on the levee.

- 1 – Low Boy Trailer for \$140,000 each (incl. sales tax)
- 1 – Caterpillar 4x4 Backhoe for \$127,500 each (incl. sales tax)
- 1 – Terramac RT14R Crawler Carrier \$333,500 each (incl. sales tax)

Deliverables:

- Equipment Invoices

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**Exhibit B**  
**BUDGET**

Provide a cost estimate for the tasks or purchases described in Exhibit A. Administrative costs should not exceed 5 percent of the total funding.

If any tasks are removed from Exhibit A, then remove and renumber tasks below.

Tasks	State Funds	Amount Advanced	Task Total
Task 1 – LOI/SWIF	\$ 20,000.00	\$ 0.00	\$ 20,000.00
Task 2 – Technical Reports	\$ 0.00	\$ 0.00	\$ 0.00
Task 3 – Administration	\$ 8,150.00	\$	\$ 8,150.00
Task 4 – O&M Activities	\$ 162,850.00	\$	\$ 162,850.00
Task 5 - Equipment	\$ 601,000.00	\$	\$ 601,000.00
Total	\$ 792,000.00	\$ 0.00	\$ 792,000.00

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**Exhibit C**  
**SCHEDULE**

Provide a schedule of O&M tasks to be performed. This schedule may be general. This will allow flexibility for tasks to be performed within the term of this agreement.

ID	Task Name	Cost	Start	Finish	Jan '21 27   3   10   17   24   31   7   14   21   28	Feb '21 4   11   18   25   2   9   16   23   30   6   13   20   27	Mar '21 7   14   21   28   4   11   18   25   1   8   15   22   29	Apr '21 5   12   19   26   3   10   17   24   31   7   14   21   28	May '21 2   9   16   23   30   6   13   20   27   4   11   18   25	Jun '21 4   11   18   25   1   8   15   22   29   5   12   19   26	Jul '21 1   8   15   22   29   5   12   19   26   3   10   17   24   31	Aug '21 5   12   19   26   3   10   17   24   31   7   14   21   28	Sep '21 2   9   16   23   30   6   13   20   27   4   11   18   25	Oct '21 3   10   17   24   31   7   14   21   28   5   12   19   26	Nov '21 1   8   15   22   29   5   12   19   26   3   10   17   24   31	Dec '21 5   12   19   26   3   10   17   24   31   7   14   21   28
1	<b>Reclamation District No. 1000 FMAP 2020</b>	<b>\$792,000.00</b>	<b>Mon 2/1/21</b>	<b>Fri 12/31/21</b>												
2	Task 1: Prepare LOI/SWIF	\$20,000.00	Mon 2/1/21	Fri 12/31/21												
3	Task 2: Technical Reports (none for 2020)	\$0.00	Mon 2/1/21	Fri 12/31/21												
4	Task 3: Administrative Activities	\$8,150.00	Mon 2/1/21	Fri 12/31/21												
5	<b>Task 4: O&amp;M Activities</b>	<b>\$162,850.00</b>	<b>Mon 2/1/21</b>	<b>Fri 12/31/21</b>												
6	Task 4a: Vegetation Management	\$162,850.00	Thu 4/1/21	Fri 12/31/21												
7	Task 4b: Encroachment Enforcement (budget based on remaining amount from Task 4a)	\$0.00	Mon 2/1/21	Fri 12/31/21												
8	Task 5: Equipment	\$601,000.00	Mon 2/1/21	Fri 12/31/21												

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**Exhibit D****STANDARD CONDITIONS****D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. **Separate Accounting of Funding Disbursements:** Funding Recipient shall account for the money disbursed pursuant to this Funding Agreement separately from all other Funding Recipient funds. Funding Recipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Funding Recipient shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Funding Recipient shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Funding Agreement shall be deposited in a separate account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** Funding Recipient shall remit to State any unexpended funds that were disbursed to Funding Recipient under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Funding Recipient of funds.

**D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** Funding Recipient shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Funding Recipient's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the State of California through an agreement with the State Department of Water Resources." The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

**D.3. AMENDMENT:** This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Funding Recipient for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

**D.4. AMERICANS WITH DISABILITIES ACT:** By signing this Funding Agreement, Funding Recipient assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**D.5. AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Funding Recipient to conduct a final audit to State's specifications, at Funding Recipient's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 9 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code section 8546.7, the Funding Recipient shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Funding Recipient or its contractor

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or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Funding Recipient or to furnish any other considerations under this Funding Agreement and Funding Recipient shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Funding Recipient with a right of priority for payment over any other Funding Recipient. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State, or offer a Funding Agreement amendment to Funding Recipient to reflect the reduced amount.
- D.7. **CEQA:** Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Funding Recipient is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 9.
- D.8. **CHILD SUPPORT COMPLIANCE ACT:** The Funding Recipient acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Funding Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
  - B. The Funding Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9. **CLAIMS DISPUTE:** Any claim that the Funding Recipient may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Funding Recipient's knowledge of the claim. State and Funding Recipient shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10. **COMPETITIVE BIDDING AND PROCUREMENTS:** Funding Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Funding Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.11. **COMPUTER SOFTWARE:** Funding Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.



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- D.12. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
  - C. **Employees of the Funding Recipient:** Employees of the Funding Recipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
  - D. **Employees and Consultants to the Funding Recipient:** Individuals working on behalf of a Funding Recipient may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Funding Recipient agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. **DISPOSITION OF EQUIPMENT:** Funding Recipient shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Funding Recipient with a list of the items on the inventory that State will take title to. All other items shall become the property of Funding Recipient. State shall arrange for delivery from Funding Recipient of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Funding Agreement, Funding Recipient, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
  - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
    - i. The dangers of drug abuse in the workplace,

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- ii. Funding Recipient's policy of maintaining a drug-free workplace,
- iii. Any available counseling, rehabilitation, and employee assistance programs, and
- iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:

- i. Will receive a copy of Funding Recipient's drug-free policy statement, and
- ii. Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.

D.16. FUNDING RECIPIENT'S RESPONSIBILITIES: Funding Recipient and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
- B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for funding.
- C. Comply with all applicable California, federal, and local laws and regulations.
- D. Implement the Project in accordance with applicable provisions of the law.
- E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Funding Recipient shall provide copies of permits and approvals to State.
- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Funding Recipient under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Funding Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Funding Recipient and any other entity concerning responsibility for performance of work.

D.17. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.18. INDEMNIFICATION: Funding Recipient shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Funding Recipient shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

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- D.19. INDEPENDENT CAPACITY: Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.20. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests.
- D.21. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Funding Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.22. LABOR CODE COMPLIANCE: The Funding Recipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Funding Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Funding Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.23. MODIFICATION OF OVERALL WORK PLAN: At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.24. NONDISCRIMINATION: During the performance of this Funding Agreement, Funding Recipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Funding Recipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Funding Recipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Funding Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.



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- D.25. OPINIONS AND DETERMINATIONS: Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.26. PERFORMANCE BOND: Where contractors are used, the Funding Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Funding Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.27. PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of \$200,000, the Funding Recipient shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.28. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Funding Recipient shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Funding Recipient's service of water, without prior permission of State. Funding Recipient shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Funding Recipient meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.29. PROJECT ACCESS: The Funding Recipient shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.30. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.31. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.32. RETENTION: Notwithstanding any funds advanced, the State shall withhold ten percent (10%) of the funds requested by the Funding Recipient for reimbursement of Eligible Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Funding Recipient will be promptly disbursed to the Funding Recipient, without interest, upon completion of the Project.
- D.33. RIGHTS IN DATA: Funding Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Funding Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Funding Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.34. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.

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- D.35. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Funding Recipient, its contractors, or subcontractors have made a false certification, or
  - B. Funding Recipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.36. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Funding Recipient shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.37. TERMINATION BY FUNDING RECIPIENT: Subject to State approval which may be reasonably withheld, Funding Recipient may terminate this Agreement and be relieved of contractual obligations. In doing so, Funding Recipient must provide a reason(s) for termination. Funding Recipient must submit all progress reports summarizing accomplishments up until termination date.
- D.38. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 9, the State may terminate this Funding Agreement and be relieved of any payments should Funding Recipient fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 9.
- D.39. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Funding Recipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.40. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.41. TIMELINESS: Time is of the essence in this Funding Agreement.
- D.42. UNION ORGANIZING: Funding Recipient, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Funding Recipient, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
  - B. Funding Recipient shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
  - C. Funding Recipient shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
  - D. If Funding Recipient makes expenditures to assist, promote, or deter union organizing, Funding Recipient will maintain records sufficient to show that no State funds were used for those expenditures and that Funding Recipient shall provide those records to the Attorney General upon request.
- D.43. VENUE: The State and the Funding Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Funding Recipient hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.44. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

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**Exhibit E**  
**RESOLUTION ACCEPTING FUNDS**

Resolution No. 2020-04-01

Resolved by the Board of Trustees

of the Reclamation District No. 1000

that pursuant and subject to all applicable State and Federal laws, including the California Budget Act of 2020, that the funds awarded to Reclamation District No. 1000 by the California Department of Water Resources for a State-Federal Flood Control System Modification Program project titled: 2021-FMAP-RD1000-01 are hereby accepted.

The General Manager of the Reclamation District No. 1000

is hereby authorized and directed to sign a Funding Agreement with the California Department of Water Resources and to sign requests for disbursements to be made under this Funding Agreement.

Passed and adopted at a regular meeting of the Board of Trustees of the Reclamation District No. 1000 on April 17, 2020.

Authorized Signature 

Printed Name Kevin L. King

Title General Manager

Clerk/Secretary 



**RECLAMATION DISTRICT NO. 1000**  
**RESOLUTION NO. 2020-04-01**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT NO. 1000  
AUTHORIZING THE GENERAL MANAGER TO SUBMIT APPLICATION FOR GRANT FUNDING  
WITH STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES –  
FLOOD MAINTENANCE ASSISTANCE PROGRAM 2020/2021**

At a regular meeting of the Board of Trustees of Reclamation District No. 1000 held at the District Office on the 17<sup>th</sup> day of April 2020, the following resolution was approved and adopted:

**WHEREAS**, the Board of Trustees (“Board”) of Reclamation District No. 1000 (“District”) is a reclamation district created by act of the legislature of the State of California, approved April 8, 1911; and,

**WHEREAS**, the District has a progressive history of providing flood protection and maintaining the District’s levee system; and,

**WHEREAS**, the District has identified certain maintenance and equipment needs that further the goals and objectives of the District; and,

**WHEREAS**, the District has identified potential funding through the California Department of Water Resources (“DWR”) Flood Maintenance Assistance Program funds under Budget Act of 2018 (Stats. 2018, Ch. 29, Item 3860-001-0001); and,

**WHEREAS**, the Board desires to authorize the District General Manager to submit an application for funding through DWR.

**NOW THEREFORE BE IT RESOLVED THAT:** the Board of Trustees of Reclamation District No. 1000 hereby authorize the General Manager to submit an application for grant funding with State of California Department of Water Resources – Flood Maintenance Assistance Program 2020/2021.



**ON A MOTION BY** Trustee Chris Burns, seconded by Trustee Nick Avdis, the foregoing resolution was passed and adopted by the Board of Trustees of Reclamation District No. 1000, this 17<sup>th</sup> day of April 2020, by the following vote, to wit:

AYES: 7 Trustees: Avdis, Bains, Burns, Christophel, Gilbert, Lee-Reeder, Smith  
NOES: 0 Trustees:  
ABSTAIN: 0 Trustees:  
RECUSE: 0 Trustees:  
ABSENT: 0 Trustees:



Jeff Smith

President, Board of Trustees  
Reclamation District No. 1000

**CERTIFICATION:**

I, Joleen Gutierrez, Secretary of Reclamation District No. 1000, hereby certify that the foregoing Resolution 2020-04-01 was duly adopted by the Board of Trustees of Reclamation District No. 1000 at the regular meeting held on the 17<sup>th</sup> of April 2020 and made a part of the minutes thereof.



Joleen Gutierrez, District Secretary



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## Exhibit F

### REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

#### 1. PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information.

##### FUNDING AGREEMENT STATUS

Describe the work performed under this Funding Agreement and outlined in Exhibit A during the time period covered by the report including but not limited to:

##### PROJECT INFORMATION

- Legal matters
- Engineering Evaluations
- Environmental matters
- Status of permits, easements, rights-of-way, rights of entry and approvals as may be required by other State, federal, and/or local agencies
- Major accomplishments during the quarter (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc.)
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter
- Describe differences between the work performed and the work outlined in the Overall Work Plan, including change orders
- Demonstrate financial ability to pay local cost share of Eligible Project Costs required to complete the Project
- Estimate the percentage completion of the overall project
- Identify key issues that need to be resolved
- Photos documenting progress

##### COST INFORMATION

- Provide a list showing all project costs incurred during the time period covered by the report by the Funding Recipient and each contractor working on the project and which of these costs are Eligible Project Costs
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Overall Work Plan
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan
- A discussion of whether there have been any changes to the Funding Recipient's finance plan for payment of the Funding Recipient's share of Eligible Project Costs

##### SCHEDULE INFORMATION

- A schedule showing actual progress verses planned progress
- A discussion on how the actual schedule is progressing in comparison to the original or last reported schedule

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- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule

## 2. PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Funding Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the funding agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Funding Recipient for meeting its cost sharing obligations under this Funding Agreement.
- A summary of final funds disbursement including:
  - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
  - Evaluation cost information, shown by material, equipment, labor costs, and any change orders
  - Any other incurred cost detail
  - A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed; and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

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**Exhibit G**  
**STATE AUDIT DOCUMENT REQUIREMENTS AND**  
**FUNDING MATCH GUIDELINES FOR FUNDING RECIPIENTS**

The following provides a list of documents typically required by State Auditors and general guidelines for Funding Recipients. List of documents pertains to both State funding and Funding Recipient's Funding Match and details the documents/records that State Auditors would need to review in the event of this Funding Agreement is audited.

**State Audit Document Requirements**

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
  - a) Receipts and deposits
  - b) Disbursements
  - c) State reimbursement requests
  - d) Expenditure tracking of State funds
  - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last three years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Funding Agreement, any amendment(s) and budget modification documents.
2. A listing of all State-funded grants, loans, or subventions received.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and any other agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Funding Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Funding Agreement budget line items.
3. Reimbursement requests submitted to the State for the Funding Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

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Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Funding Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Funding Agreement related correspondence.



# Board of Directors Action Summary of March 18, 2021 - 3:00 PM

## WEBEX MEETING

**Directors/Alternates Present:** Avdis, Conant, Desmond, Frost, Harris, Holloway, Jennings, Johns, Jones, Kennedy, Nottoli, Serna

**Directors Absent:** Ashby

### ROLL CALL

### PUBLIC COMMENTS

### EXECUTIVE DIRECTOR'S REPORT

- 1 Information - Executive Director's Report for March 18, 2021 (Johnson) – no action

### CONSENT MATTERS

Motion by Director Jennings and seconded by Director Desmond, to approve Resolution Nos: 2021-020; 2021-021; 2021-022; 2021-023; 2021-024; 2021-025; 2021-026, 2021-027, 2021-028, 2021-029, and 2021-030 of Consent Matters.

YES: Avdis, Conant, Desmond, Frost, Harris, Holloway, Jennings, Johns, Jones, Kennedy, Nottoli, and Serna.

NOES: (None)

ABSTAIN: (None)

RECUSE: (None)  
ABSENT: Ashby

- 2 Approving the Action Summary for February 18, 2021 (Russell)
- 3 Resolution No. 2021-020 - Authorizing the Executive Director to Execute a Memorandum of Understanding with the County of Sacramento to Implement a Grazing Program on Properties Owned by the County of Sacramento within the Lower Dry Creek Floodplain and to Award a Land Lease Agreement on Approximately 532-Acres within the Lower Dry Creek Floodplain (Sorgen)
- 4 Resolution No. 2021-021 - Authorizing the Executive Director to Execute Amendment No. 3 to Contract No. 1455 with ICF Jones & Stokes, Inc., for Flood Risk Management Planning Consulting Services on an As-Needed Basis to Support Execution of SAFCA's Mission (Bardini)
- 5 Resolutions - Authorizing the Executive Director to Award Master Services Agreements for Environmental Consulting Services on an As-Needed Basis to Support Execution of SAFCA's Programs and Projects (Saucier)
  - A. Resolution No. 2021-022 - Contract No. 1540 with GEI Consultants, Inc.
  - B. Resolution No. 2021-023 - Contract No. 1541 with Environmental Science Associates
  - C. Resolution No. 2021-024 - Contract No. 1542 with AECOM Technical Services, Inc.
  - D. Resolution No. 2021-025 - Contract No. 1543 with ICF Jones & Stokes, Inc.
  - E. Resolution No. 2021-026 - Contract No. 1544 with HDR Engineering, Inc.
  - F. Resolution No. 2021-027 - Contract No. 1545 with ECORP Consulting Inc.
  - G. Resolution No. 2021-028 - Contract No. 1546 with Kleinfelder, Inc.
  - H. Resolution No. 2021-029 - Contract No. 1547 with Formation Environmental, LLC
  - I. Resolution No. 2021-030 - Contract No. 1548 with Dudek

## **SEPARATE MATTERS**

- 6 Public Hearing - Resolution of Necessity No. 2021-031 - Authorizing an Eminent Domain Action to Acquire Certain Real Property Interests for the Reach H Component of Phase 4b of the Natomas Levee Improvement Project - Portion of Sacramento County Assessor's Parcel Number 237-0031-052 - Property Owner: Towne Commercial, LLC (DeGroot) Pursuant to Section 1245.240 of the Cal Code of Civil Procedure this Item requires a 2/3 or 9 Member Approval Vote to pass

Chairman Harris Opened the Public Hearing. A Presentation was made by Matt Degroot. Chairman Harris asked if the Property Owner was present and wished to comment, or whether a written comment had been submitted. No such comments were made. Chairman Harris asked if any member of the public would like to comment. No comments were received. Chairman Harris Closed the Public Hearing. Motion by Director Conant and seconded by Director Kennedy, to approve Resolution No: 2021-031.

AYES: Avdis, Conant, Desmond, Frost, Harris, Holloway, Jennings, Johns, Jones, Kennedy, Nottoli, and Serna.

NOES: (None)

ABSTAIN: (None)

RECUSE: (None)

ABSENT: Ashby

## **ADJOURN**

Respectfully submitted,  
Lyndee Russell



## RECLAMATION DISTRICT 1000

DATE: APRIL 9, 2021

AGENDA ITEM NO. 4.2

---

TITLE: Operations Manager's Report – April 2021

SUBJECT: Update on Activities Since the March 2021 Board of Trustees Meeting

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### EXECUTIVE SUMMARY:

This Staff Report is intended to inform the Board and serve as the official record of the activities the District's field staff engaged in for the month of March 2021. As well as provide information regarding District facility use and local weather impacts on District facilities and river levels. Noteworthy activities include tree trimming along Garden Highway from Power Line Road to Riego Road. Tree trimming and removal along the Cross Canal from Verona Drive to Howsley Road. Performed maintenance and repairs related to mowing equipment in preparation for April vegetation management.

The Operations Manager's report was created to provide monthly updates to the Board of Trustees on field related activities within the District boundaries, as well as provide a historical record. This allows for the District and the public an opportunity to refer back to data trends over time regarding the weather impact on District facilities, crew activities, and local river and canal conditions as well as general District activities from month to month.

### RECOMMENDATION:

There are no staff recommendations, the information provided is strictly informational.

### ATTACHMENTS:

1. Operations Manager's Report Data Sheet

### STAFF RESPONSIBLE FOR REPORT:

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Gabriel J. Holleman, Operations Manager

Date: 04/01/2021

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Kevin L. King, General Manager

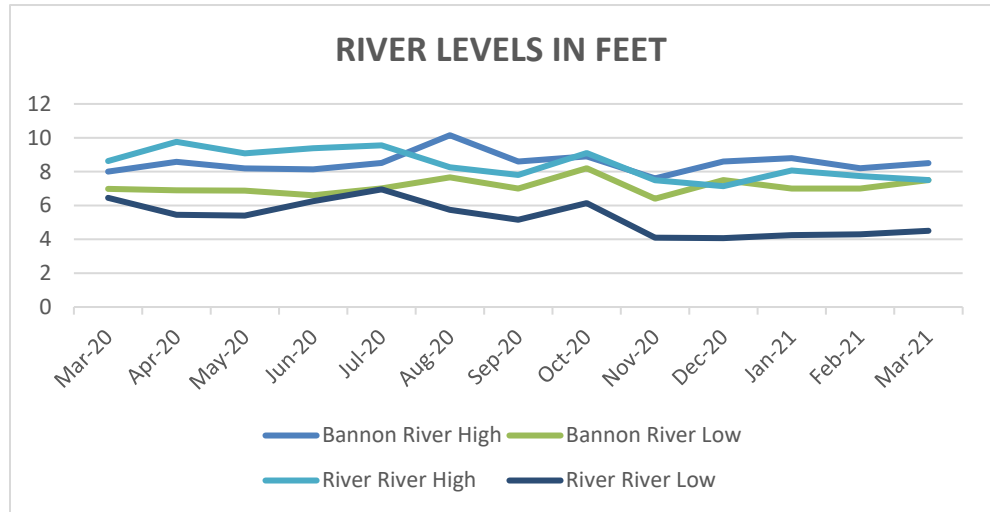
Date: 04/01/2021



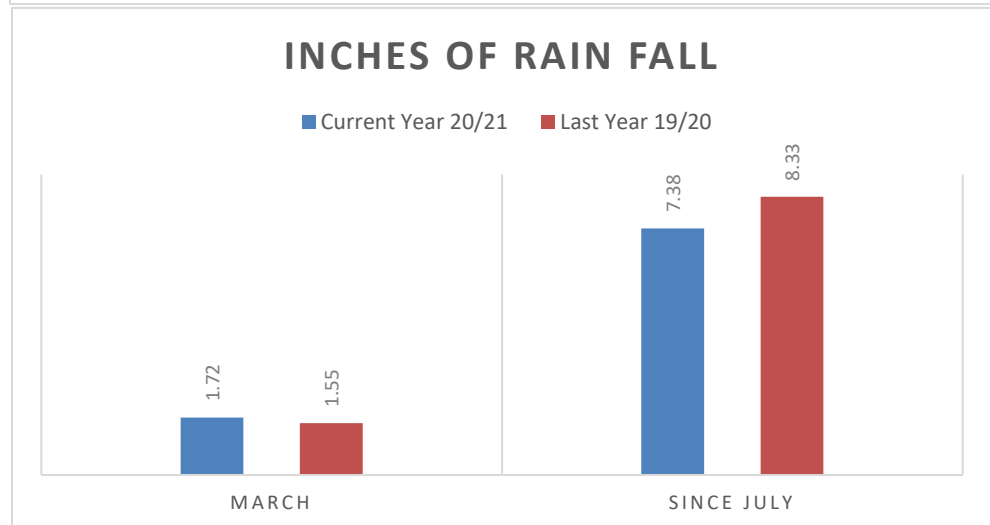


# Operations Manager's Report March 2021

**River Levels:**  
**Bannon** H: 8.5'  
 L: 7.5'  
**River** H: 7.5'  
 L: 4.5'



**Rain Fall Totals:**  
 March 2021  
 Rain Totals = 1.72"  
  
 Rain Totals Since  
 July 1, 2020 = 7.38"



**Safety Topics for the Month of March**

- Basic Electrical Safety – The Dark Side Of Electricity.
- Working Safely With Chainsaws
- Working Safety With Chop Saws & Miter Saws
- OSHA's Lockout/Tagout Standards-Why They Affect Everyone

**District Complaints**

The District received multiple complaints related to trash and debris along district facilities, therefore staff was deployed to remove debris within District boundaries. The past winter storm resulted in numerous reports of fallen trees. The District is currently in communication with affected homeowners, who will be impacted by the NLIP Reach B Improvement road closure. The affected is between 4027 Garden Highway to 4061 Garden Highway, which is scheduled to begin April 15, 2021, and continue until November 1, 2021.

The chart below represents various activities the field crew spent their time working on during the month of March 2021.

RD 1000 Field Crew	*Field Hours Worked	Activity
	323	Tree Trimming/Removal
	237	Grounds
	24	Pump Plant Maintenance
	157	Pump Rounds
	30	Fence Repair
	199	Garbage
	224	Equipment Repair

\*Hours worked do not include the Operations Manager's time.

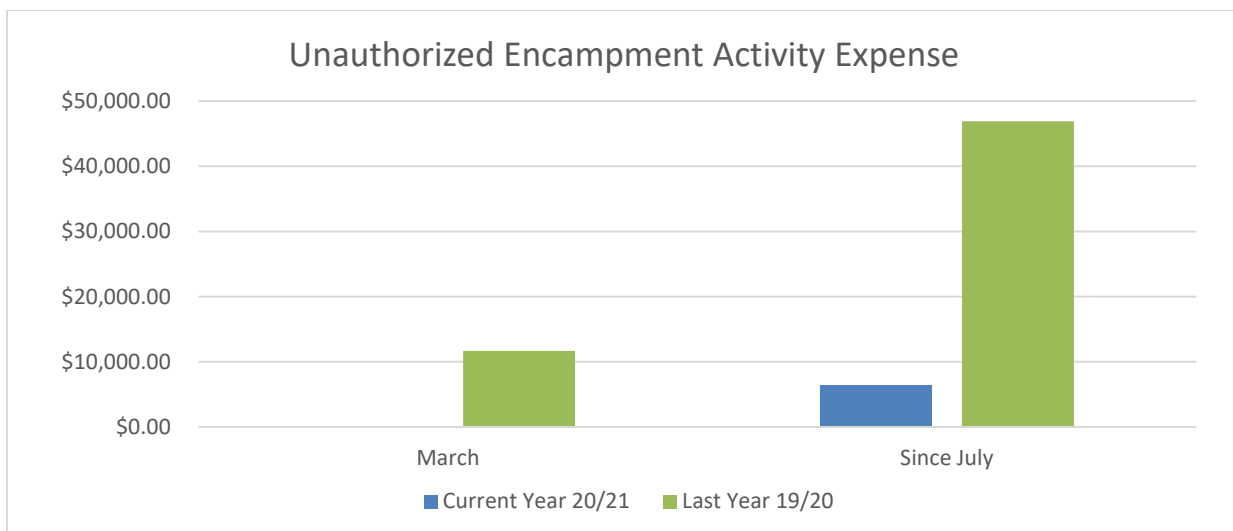
### Pumping

Please see the pumping data below as it relates to the month of February within the Basin. The total amount pumped in the month of March is 445 A/F.

Pumping Plant	Pump	Hours and A/F
Plant 1-B	Pump # 2	33 hours and 323.4 A/F
Plant 8	Pump # 3	32 hours and 121.6 A/F

**Unauthorized Encampment Activity** The District did not utilize any resources directly related to unauthorized encampment activity within the District during the month of March.

**Unauthorized Encampment Activity – Year to Date** This fiscal year to date the District spent a total of 94 crew hours on unauthorized encampments for a total cost to the District of \$6,414.17 This total includes labor,\* equipment costs, materials and dump fees.





**RECLAMATION DISTRICT 1000**

**DATE: APRIL 9, 2021**

**AGENDA ITEM NO. 4.3**

---

**TITLE: District Counsel's Report – April 2021**

**SUBJECT: Update on Activities Since the March 2021 Board of Trustees Meeting**

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**EXECUTIVE SUMMARY:**

Reclamation District 1000's (RD 1000; District) General Counsel, Rebecca Smith and/or Scott Shapiro to provide verbal report of work performed during the month of March 2021.

**ATTACHMENTS:**

None

**STAFF RESPONSIBLE FOR REPORT:**

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Kevin L. King, General Manager

Date: 04/01/2021



## RECLAMATION DISTRICT 1000

DATE: APRIL 9, 2021

AGENDA ITEM NO. 5.1

---

**TITLE:** Approval of Minutes

**SUBJECT:** Approval of Minutes from March 12, 2021 Regular Board Meeting

---

**EXECUTIVE SUMMARY:**

This staff report is intended to serve as the official record of the Board of Trustees' monthly meetings. This document details meeting participants, proof of items discussed, summaries of board meeting discussion, and actions taken by the Board. Staff recommends Board approval of meeting minutes (Attachment No. 1) from the March 12, 2021, Regular Board Meeting.

**BACKGROUND:**

The Ralph M. Brown Act (Gov. Code §54950 et seq.) governs meetings by public commissions, boards and councils, and public agencies in California. The Act facilitates public transparency and public participation in local government decisions. The Act also contains specific exemptions from the open meeting requirements where governmental agencies have a demonstrated need for confidentiality. To further comply with transparency, Reclamation District No. 1000 documents meetings of the Board of Trustees through Board Minutes.

**RECOMMENDATION:**

Staff recommends the Board approve the Minutes from the March 12, 2021, Regular Board Meeting.

**ATTACHMENTS:**

1. March 12, 2021, Board Meeting Minutes

**STAFF RESPONSIBLE FOR REPORT:**

  
\_\_\_\_\_  
Joleen Gutierrez, Administrative Service Manager

Date: 04/01/2021

  
\_\_\_\_\_  
Kevin L. King, General Manager

Date: 04/02/2021



**RECLAMATION DISTRICT NO. 1000  
BOARD OF TRUSTEES  
REGULAR BOARD MEETING**

**FRIDAY, MARCH 12, 2021  
MEETING MINUTES**

In light of COVID-19 and in Compliance with CA Executive Orders N-25-20 and N-29-20, members of the Board of Trustees and members of the public participated in this meeting by teleconference. This meeting was recorded without objection. Present were: Board President Thom Gilbert; Vice President Elena Lee Reeder; Trustee Nick Avdis; Trustee Jag Bains; Trustee Tom Barandas; Trustee Debra G. Jones; General Manager Kevin King; Co-General Counsel Rebecca Smith; Co-General Counsel Scott Shapiro; Administrative Services Manager Joleen Gutierrez; Operations Manager Gabriel Holleman; Administrative Assistant Christina Forehand; and District Engineering Consultant Scott Brown from Larsen Wurzel attended the meeting.

**1. PRELIMINARY**

1. Call Meeting to Order  
Board President Gilbert called the meeting to order.
2. Roll Call  
ASM Gutierrez called the roll and established a quorum.
3. Approval of Agenda  
GM King made known that Trustee Avdis joined the meeting.  
GM Kevin King requested a change to the Agenda. Item 5.4 on the Consent Calendar Budget to Actual Report will need a minor adjustment due to a transposed line-item number. The administrative team will address this issue during the Consent Calendar.

**MOTION/SECOND:** Trustee Nick Avdis/Trustee Debra G. Jones

**AYES:** Trustee Avdis, Trustee Bains, Trustee Barandas, Trustee Gilbert, Trustee Jones, Trustee Lee Reeder

**NOES:** None

**ACTION:** Motion to approve Agenda as modified is approved

4. Pledge of Allegiance  
Trustee Lee Reeder led the Pledge of Allegiance.
5. Conflict of Interest (*Any Agenda items that might be a conflict of interest to any Trustee should be identified at this time by the Trustee involved*)

There were no conflicts of interest disclosed by the Trustees.

**2. PRESENTATIONS**

There were no presentations scheduled.

### **3. PUBLIC COMMENT (NON-AGENDA ITEMS)**

There were no public comments.

### **4. INFORMATIONAL ITEMS**

#### **4.1 GENERAL MANAGER'S REPORT: Update on activities since the February 2021 Board Meeting.**

General Manager, Kevin King, included a copy of his General Manager's Report in the March 12, 2021 Board Packet. GM King provided an update on the FMAP grant. The District is in the final approval stage with DWR and should go out to advertise/go out to bid for vegetation removal and make equipment purchases. The District should receive approximately \$870,000. GM King also shared that he keeps an eye on bills at the federal level and may submit for funding opportunities if the legislative bills are approved.

GM King gave an update on the Natomas Basin Hydraulic Model. The City, County, and RD1000 are working with counsel to finalize a cost-share agreement with each agency covering \$127k each. The City and County Board and Council plan to take this item up in April 2021.

GM King reported staff had invoiced the City of Sacramento for the Greenbriar Development for \$1.375 million. GM King will make sure that all costs are accounted for correctly and reimbursed accordingly.

General Manager King added by the end of March; he will issue an RFQ for the indirect cost allocation plan, which looks at overhead and administrative costs that the District can apply to grant reimbursement projects and work done for others. Hopefully, by the end of next year, the District will have a fully loaded labor rate.

#### **4.2 OPERATIONS MANAGER'S REPORT: Update on activities since the February 2021 Board Meeting.**

GM King introduced Operations Manager, Gabe Holleman, to the Board.

A copy of the Operations Manager Report was included in the March 12, 2021 Board Packet. There were no questions or comments.

#### **4.3 DISTRICT COUNSEL'S REPORT: Update on activities since the February 2021 Board Meeting.**

Co-General Counsel Rebecca Smith updated the Board on her activities since February. She reports helping GM King with prepping for the board applicant review process. GM King reminded the Board that March 19 is the current deadline for applications, and the Board will make the appointment at the April Board meeting.

### **5. CONSENT CALENDAR**

*The Board considers all Consent Calendar items to be routine and will adopt them in one motion. There will be no discussion on these items before the Board votes on the motion, unless Trustees, staff or the public request specific items be discussed and/or removed from the Consent Calendar.*

GM King requested to have Consent Calendar Item 5.4 pulled from the consent calendar for discussion.

GM King requested a motion to approve Consent Calendar Items 5.1, 5.2, and 5.3.

**MOVED/SECONDED:** Trustee Barandas/Trustee Lee Reeder

**AYES:** Trustee Avdis, Trustee Bains, Trustee Barandas, Trustee Gilbert, Trustee Jones, Trustee Lee Reeder

**NOES:** None

**ACTION:** Motion to approve Consent Calendar Items 5.1, 5.2, 5.3 is approved.

ASM Gutierrez explained a correction is needed to Item 5.4 – Budget to Actual Report. On page 33 of the Board Packet, under Capital Expenses, 3<sup>rd</sup> line – Capital Office Facility Repair \$100K should be under Capital Facilities, which is the line below. An internal correction has already been made.

GM King requested a motion to approve Item 5.4 with the change mentioned above.

**MOVED/SECONDED:** Trustee Barandas/Trustee Lee Reeder

**AYES:** Trustee Avdis, Trustee Bains, Trustee Barandas, Trustee Gilbert, Trustee Jones, Trustee Lee Reeder

**NOES:** None

**ACTION:** Motion to approve Item 5.4 with correction is approved.

5.1 APPROVAL OF MINUTES: Approval of Minutes from February 12, 2021 Regular Board Meeting.

5.2 TREASURER'S REPORT: Approve Treasurer's Report for February 2021.

5.3 EXPENDITURE REPORT: Review and Accept Report for February 2021.

5.4 BUDGET TO ACTUAL REPORT: Review and Accept Report for February 2021.

## **6 SCHEDULED ITEMS**

6.1 PROFESSIONAL SERVICES AGREEMENT: Review and Consider Authorizing the General Manager to Execute a Professional Services Agreement with NBS for Phase 2 of Comprehensive Financial Plan.

General Manager Kevin King stated this item is in regard to approving a Professional Services Agreement with NBS to initiate Phase 2 of the District's Comprehensive Financial Plan. In this phase, potential rates will be considered. GM King plans to engage the community once we complete Phase 2.1 and determine whether a fee or assessment is the best course of action.

Trustee Avdis commented that he supports Phase 2.1 work, but Phase 2.2 will need a more robust discussion. Once the District decides on a path (assessment or fee), he would like public outreach to be a comprehensive package – a team and not a single consultant. He would like lots of opportunities for public and stakeholder input. He would like to come back and refine Phase 2.2 after Phase 2.1 has been decided.

GM King assured Trustee Avdis that he is interested in using a local outreach consultant with technical support provided by NBS. The intent is to have a local outreach firm who is familiar with the key stakeholders in our community. Within the next two months, outreach consultant advertising will begin to help us arrive at a solid budgetary number for this additional effort, which is outside the scope of NBS' proposal. GM King requested the Board approve the NBS proposal as it stands, come back to the Board to decide on a fee or assessment, and then set up a schedule once the rate has been set in place. Approving the proposal, as is, leaves an option to

modify 2.2 with the help of NBS as needed without having to undergo a new agreement process. GM King will come back to the Board for approval of 2.1 (decide fee or agreement) and ask for direction to move forward with 2.2 and release the work order to NBS.

Trustee Avdis is comfortable moving forward with this understanding.

Trustee Lee Reeder inquired about a 30% increase in NBS's Phase 2.1 estimate from May 2020. GM King explained that the difference is largely NBS analyzing the fee and assessment, developing pros and cons, and determining the best path forward. Trustee Lee Reeder requested to take part in outreach when the District reaches that point. GM King will start working on an outreach RFQ and gathering a list for RFQ solicitation. He suggests the Urbanization Committee is the appropriate committee for review and welcomes the Board's input for potential public outreach firms.

Trustee Jones agrees with Trustee Avdis' concern and Trustee Lee Reeder's comments. She asked if we need to modify some language clarifying Task 7 (Outreach Coordination). GM King added we would issue a District agreement and modify Task 7. Our contract language will override NBS'.

Trustee Jones made a motion to approve this item with the caveat's modification to modify Task 7 in the contract language.

Trustee Lee Reeder asked for clarification on whether the Board is only approving 2.1.

GM King announced staff would entertain a motion to approve the professional services agreement with NBS for Phase 2 as proposed. He stipulated that staff would modify the language to ensure the outreach coordination is precise with NBS in the final agreement. The Board would be authorizing GM King to execute the Professional Service Agreement with that modification.

GM King further stated that if approved, staff will return to the Board at a stopping point after Phase 2.1 before initiating and releasing work on Phase 2.2 with NBS. The Board will be asked to decide a path forward after Phase 2.1, after which staff will release work for Phase 2.2 and give direction to NBS. GM King will not proceed with releasing the work on Phase 2.2 until the Board votes and decides on Phase 2.1.

Trustee Jones withdrew her original motion and supported the staff recommendation above made by GM King.

There were no public comments.

**MOTION/SECOND:** Trustee Jones/Trustee Avdis

**AYES:** Trustee Avdis, Trustee Bains, Trustee Barandas, Trustee Gilbert, Trustee Jones, Trustee Lee Reeder

**NOES:** None

**ACTION:** Staff will modify the language to ensure the outreach coordination is precise with NBS in our final agreement. The Board is authorizing GM King to execute the Professional Service Agreement with that modification. Once approved, staff will return to the Board at a stopping point after 2.1 before initiating and releasing work on 2.2 with NBS. GM King would not proceed with releasing the work on 2.2 until the Board votes and decides on 2.1 and directs him to move forward.



## **7 BOARD OF TRUSTEE'S COMMENTS/REPORTS**

### **7.1 BOARD ACTIVITY UPDATES:**

- 7.1.1 RD 1000 Committee Meetings Since Last Board Meeting
  - 7.1.1.1 Executive Committee (Gilbert & Lee Reeder) March 3, 2021
- 7.1.2 RD 1000 Committees No Meetings Since Last Board Meeting
  - 7.1.2.1 Finance Committee (Gilbert & Bains)
  - 7.1.2.2 Legal Committee (Avdis, Barandas & Lee Reeder)
  - 7.1.2.3 Operations Committee (Bains & Barandas)
  - 7.1.2.4 Personnel Committee (Jones, Bains & Barandas)
  - 7.1.2.5 Urbanization Committee (Lee-Reeder, Avdis & Jones)

## **8 CLOSED SESSION**

8.1 PERSONNEL EVALUATION: Pursuant to Government Code § 54957, hold annual personnel evaluation of the General Manager. The Board will appraise and comment upon the performance of the General Manager. If any substantial changes in duties, compensation, or benefits are to be considered or proposed, they will be considered in an open session.

## **9 RECONVENE TO OPEN SESSION**

9.1 Report from Closed Session.

Co-General Counsel Scott Shapiro reported out the Board discussed the item in a closed session and gave procedural direction to general counsel; counsel will schedule another closed session for the next board meeting.

## **10 ADJOURN**

**MOTION/SECOND:** Trustee Jones/Trustee Avdis

**AYES:** Trustee Avdis, Trustee Bains, Trustee Barandas, Trustee Gilbert, Trustee Jones, Trustee Lee Reeder

**NOES:** None

**ACTION:** The meeting is adjourned.



## RECLAMATION DISTRICT 1000

DATE: APRIL 9, 2021

AGENDA ITEM NO. 5.2

---

TITLE: Treasurer's Report

SUBJECT: Approve Treasurer's Report for March 2021

---

### EXECUTIVE SUMMARY:

This Staff Report is intended to inform the Board of the current total funds in the District's checking and money market accounts, Sacramento County Treasurer Fund, State Treasurer Local Agency Investment Fund (LAIF), and the City of Sacramento Pooled Investment Fund.

The Staff Report attachment provides the monthly beginning and ending balances of its Operations and Maintenance cash flow. The report considers the current month's receipts, fund to fund transfers, accounts payable, and payroll. Noteworthy fund and cash flow items during March 2021 are featured in the attached Treasurer's Report.

The District maintains funds in the California State Controller Local Agency Investment Fund (LAIF), the Sacramento County Treasurer, and Bank of the West. The District's primary source of income is property assessments. Assessments are collected through respective Sacramento and Sutter County tax bills.

Annually, the Board of Trustees approves a Resolution designating officers and signatories to the Operations and Maintenance Fund held by the Sacramento County Treasurer. The District's Financial Reserve Policy guides current, future, and unexpected funding requirements. The District's Investment Policy guides investments made by the District of any surplus or reserve funds it may have.

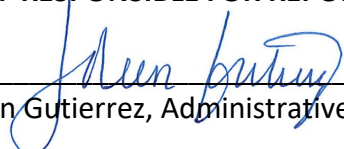
### RECOMMENDATION:

Staff recommends the Board approve the March 2021 Treasurer's Report.

### ATTACHMENTS:

1. Treasurer's Report March 2021

### STAFF RESPONSIBLE FOR REPORT:

  
\_\_\_\_\_  
Joleen Gutierrez, Administrative Services Manager

Date: 04/01/2021

  
\_\_\_\_\_  
Kevin L. King, General Manager

Date: 04/02/2021

Reclamation District 1000  
Treasurer's Report  
March 2021

Treasurer's Report for March 2021

March 2021	Ending Balance @ 3/31/21
<b>Total Funds at 3/31/21</b>	<b>8,489,137.13</b>
Bank of the West - Checking*	243,241.50
Bank of the West - Money Market	300,649.88
Bank of the West FMAP	32,375.72
Sacramento County Treasurer	4,665,083.03
State Treasurer - Local Agency Investment Fund	1,089,933.13
City of Sacramento - Pool A	2,157,853.87

Included in O&M cash flow below  
Included in O&M cash flow below

March 2021 - Operations and Maintenance Cash Flow	Money Market	Operating Checking *	Combined O&M
<b>Beginning Balance at 3/1/21</b>	150,684.88	285,886.43	436,571.31
Transfers from money market to operating account	(200,000.00)	200,000.00	-
Transfers from LAIF to money market account	250,000.00		250,000.00
Transfers from money market account to LAIF	(900,000.00)		(900,000.00)
Transfers from County Treasury to money market account	1,000,000.00		1,000,000.00
Money market bank fees	(35.00)		(35.00)
Current months receipts		3,310.35	3,310.35
Accounts Payable*		(163,675.18)	(163,675.18)
Payroll		(82,280.10)	(82,280.10)
<b>Ending Balance at 3/31/21</b>	<b>300,649.88</b>	<b>243,241.50</b>	<b>543,891.38</b>

\*See Attached Check Register

Current months receipts are made up of the following:

Refund of bank fee from Bank of the West	40.00
Scrap metal sales	1,768.85
Security patrol proceeds	1,050.00
Reimbursement from North Precinct Development	261.00
Refund from Occupational Health Centers	190.50
	<u>3,310.35</u>

The district also received \$159,149.68 into the County Treasury during February 2021 for tax collections and interest. Because of the timing of receipt of the County Treasury statements, these amounts were not previously reported.



## RECLAMATION DISTRICT 1000

DATE: APRIL 9, 2021

AGENDA ITEM NO. 5.3

---

**TITLE:** Expenditure Report

**SUBJECT:** Review and Accept Report for March 2021

---

### EXECUTIVE SUMMARY:

This Staff Report serves to advise the Board of monthly expenditures and explain any expenses outside of the usual course of business. Staff recommends the Board review and accept the Expenditure Report for March 2021.

#### Expenses

The Administrative Services Manager reviews and the General Manager approves expenditures. This activity is disclosed monthly as an attachment to this staff report. The Expenditure Report (Attachment 1) reveals only one item of note, \$22,925, to Tesco Controls for the final payment of the SCADA system installation.

### RECOMMENDATION:

Staff recommends the Board review and accept the Expenditure Report for March 2021.

### FINANCIAL IMPACT:

None.

### ATTACHMENTS:

1. March 2021 Expenditure Report
2. Financial Expense Comparison Summary

### STAFF RESPONSIBLE FOR REPORT:

  
\_\_\_\_\_  
Joleen Gutierrez, Administrative Services Manager

Date: 04/01/2021

  
\_\_\_\_\_  
Kevin L. King, General Manager

Date: 04/02/2021

## March 2021 Expenditure Report

Type	Date	Num	Name	Memo	Amount	Balance
<b>Cash and Investments</b>						<b>285,886.43</b>
<b>1010.00 - Bank of the West Checking Acct</b>						<b>285,886.43</b>
Bill Pmt -						
Check	03/01/2021	1001795599	Cal Pers	457 Gutierrez February 2021	-914.09	284,972.34
Bill Pmt -						
Check	03/01/2021	1001795597	Cal Pers	457	-350.00	284,622.34
Bill Pmt -						
Check	03/01/2021	1001795604	Cal Pers	457	-350.00	284,272.34
General						
Journal	03/01/2021		Bank of the West	Misc. fees	-40.00	284,232.34
General						
Journal	03/01/2021		Bank of the West	Bank fee refund	40.00	284,272.34
Bill Pmt -						
Check	03/03/2021	03032021	Alhambra & Sierra Springs	33167566169212	-74.17	284,198.17
Bill Pmt -						
Check	03/03/2021	6252438001	City of Sacramento	Acct 7029676079	-4.65	284,193.52
Bill Pmt -						
Check	03/03/2021	06223799906	PG&E	Acct 8886406823-9	-226.78	283,966.74
Bill Pmt -						
Check	03/03/2021	50419	Airgas NCN	2140381	-351.13	283,615.61
Bill Pmt -						
Check	03/03/2021	50420	Employee Relations, Inc.	Inv 89908	-10.00	283,605.61
Bill Pmt -						
Check	03/03/2021	50421	Interstate Oil Company	41-0068266	-329.98	283,275.63
Bill Pmt -						
Check	03/03/2021	50422	Larsen Wurzel & Associates	Inv 1707000-0121	-1,374.00	281,901.63
Bill Pmt -						
Check	03/03/2021	50423	MBK Engineers	Inv 21-01-4170	-2,239.75	279,661.88
Bill Pmt -						
Check	03/03/2021	50424	Natomas Chamber of Commerce	Inv 4158	-225.00	279,436.88
Bill Pmt -						
Check	03/03/2021	50425	Occupational Health Centers of CA	Inv 70386464	-48.00	279,388.88
Bill Pmt -						
Check	03/03/2021	50426	Replicon	Inv 84816	-46.65	279,342.23
Bill Pmt -						
Check	03/03/2021	50427	Smile Business Products	103404	-286.81	279,055.42
Bill Pmt -						
Check	03/03/2021	50428	Streamline	Inv A14C0AB6-0004	-200.00	278,855.42
Check	03/03/2021	EFT	ADP		-24.75	278,830.67
General						
Journal	03/03/2021		Sims Metal Management	Proceeds from Sims Metal Management	503.00	279,333.67
General						
Journal	03/03/2021		Sims Metal Management	Proceeds from Sims Metal Management	593.00	279,926.67
General						
Journal	03/03/2021		Sims Metal Management	Proceeds from Sims Metal Management	316.85	280,243.52
General						
Journal	03/03/2021		Sims Metal Management	Proceeds from Sims Metal Management	356.00	280,599.52
Payment	03/03/2021		N.C.M.W.C.		450.00	281,049.52
General						
Journal	03/03/2021		Occupational Health Centers of CA	Refund from OHC of California	142.50	281,192.02
Transfer	03/04/2021			Funds Transfer	200,000.00	481,192.02
General						
Journal	03/04/2021			3/5/21 payroll activity	-26,536.00	454,656.02
General						
Journal	03/04/2021			3/5/21 payroll activity	-11,654.18	443,001.84
General						
Journal	03/04/2021			3/5/21 payroll activity (Barandas)	205.09	443,206.93
Bill Pmt -						
Check	03/05/2021	1001800088	Cal Pers	457	-350.00	442,856.93
Check	03/05/2021	EFT	ADP		-67.97	442,788.96
Bill Pmt -						
Check	03/11/2021	336602	Berkshire Hathaway Homestate Companies	REWC122900	-2,114.42	440,674.54
Bill Pmt -						
Check	03/11/2021	9991699581	Comcast	8155600381146169	-220.01	440,454.53
Bill Pmt -						
Check	03/11/2021	3112021	Sacramento County Utilities		-227.40	440,227.13
Bill Pmt -						
Check	03/11/2021	80026908214	Waste Management of Sacramento		-784.05	439,443.08

Bill Pmt - Check	03/11/2021	50429	ACWA JPIA	204	-1,699.97	437,743.11
Bill Pmt - Check	03/11/2021	50430	Appeal - Democrat	Transaction 00265004	-204.93	437,538.18
Bill Pmt - Check	03/11/2021	50431	AT&T	9391052144	-426.82	437,111.36
Bill Pmt - Check	03/11/2021	50432	Blankinship & Associates, Inc.	Inv 7349	-860.00	436,251.36
Bill Pmt - Check	03/11/2021	50433	Brookman Protection Services, Inc.	Inv 21-020	-8,400.00	427,851.36
Bill Pmt - Check	03/11/2021	50434	Chavez Accountancy Corporation	R11125	-977.50	426,873.86
Bill Pmt - Check	03/11/2021	50435	Grow West	105860	-191.08	426,682.78
Bill Pmt - Check	03/11/2021	50436	Jani-King	Cust # 758011	-260.00	426,422.78
Bill Pmt - Check	03/11/2021	50437	Miles Treaster & Associates	Quote 111140	-1,136.39	425,286.39
Bill Pmt - Check	03/11/2021	50438	Steve Yaeger Consulting	Inv 2021-2	-3,060.00	422,226.39
Bill Pmt - Check	03/11/2021	50439	Terrapin Technology Group	Inv 21-0267	-1,208.69	421,017.70
Bill Pmt - Check	03/11/2021	50440	The Sacramento Bee	Inv 0001979874-03012021	-370.36	420,647.34
Bill Pmt - Check	03/11/2021	50441	US Bank Corp	Acct Ending 4049	-3,054.14	417,593.20
Bill Pmt - Check	03/11/2021	50442	Valley Hydraulics & Machine, Inc.		-79.68	417,513.52
Bill Pmt - Check	03/11/2021	50443	Valley Tire Center, Inc.	218041	-26.00	417,487.52
Bill Pmt - Check	03/11/2021	50444	Woodland Motors	241312	-777.74	416,709.78
Bill Pmt - Check	03/11/2021	50445	Yolo County Public Works	000051	-308.30	416,401.48
Check	03/12/2021	EFT	ADP		-94.97	416,306.51
Bill Pmt - Check	03/16/2021	1001806533	Cal Pers	April 2021	-18,145.04	398,161.47
Bill Pmt - Check	03/16/2021	07538924081	PG&E	Acct 7682608878-3	-367.61	397,793.86
Bill Pmt - Check	03/16/2021	13038070160	The Home Depot		-320.34	397,473.52
Bill Pmt - Check	03/16/2021	42434445464	Cal Pers		-13,874.27	383,599.25
Bill Pmt - Check	03/16/2021	50446	Carson Landscape Industries	Inv 244273	-765.00	382,834.25
Bill Pmt - Check	03/16/2021	50447	Downey Brand LLP	Inv 558251	-2,000.00	380,834.25
Bill Pmt - Check	03/16/2021	50448	J Franko Electric	Inv 21038	-2,289.24	378,545.01
Bill Pmt - Check	03/16/2021	50449	Larsen Wurzel & Associates	Inv 1707000-0221	-687.00	377,858.01
Bill Pmt - Check	03/16/2021	50450	Sacramento Metropolitan Air Quality Mgmt	Inv 2021-05-03482	-4,465.00	373,393.01
Payment	03/16/2021		N.C.M.W.C.		600.00	373,993.01
Payment	03/16/2021		North Precinct Develpoment Group		261.00	374,254.01
General Journal	03/16/2021		Occupational Health Centers of CA	Refund from OHC of California	48.00	374,302.01
Bill Pmt - Check	03/17/2021	50452	Thomas Barandas	Replace Direct Deposit Check	-205.09	374,096.92
General Journal	03/17/2021			3/17/21 payroll activity	-13,986.25	360,110.67
General Journal	03/17/2021			3/17/21 payroll activity	-30,103.67	330,007.00
Check	03/22/2021	EFT	Bank of the West		-20.00	329,987.00
Bill Pmt - Check	03/23/2021	8262413348	City of Sacramento	Acct 2007944000	-150.07	329,836.93
Bill Pmt - Check	03/23/2021	1108241383	Verizon	Inv 9875432499	-61.62	329,775.31
Bill Pmt - Check	03/23/2021	8262431161	City of Sacramento	Acct 5450844000	-40.91	329,734.40
Bill Pmt - Check	03/23/2021	50460	Hire Right Solutions, LLC	Inv 1020695	-46.52	329,687.88

Bill Pmt - Check	03/23/2021	50459	Jani-King	Inv 03210191	-400.00	329,287.88
Bill Pmt - Check	03/23/2021	50458	Montage Enterprises		-4,561.12	324,726.76
Bill Pmt - Check	03/23/2021	50457	Ramos Environmental Services	Inv 13701	-399.00	324,327.76
Bill Pmt - Check	03/23/2021	50456	Security & Asset Management, LP	Inv 5185967	-2,364.72	321,963.04
Bill Pmt - Check	03/23/2021	50455	SGS Colusa	Inv 7780542452	-6,072.20	315,890.84
Bill Pmt - Check	03/23/2021	50454	Smile Business Products	Inv 934663	-145.68	315,745.16
Bill Pmt - Check	03/23/2021	50453	Tesco Controls, Inc.	Inv 48489	-22,925.00	292,820.16
Check	03/26/2021	EFT	ADP		-686.47	292,133.69
Bill Pmt - Check	03/30/2021	3302021	Alhambra & Sierra Springs	Inv 6169212032621	-60.07	292,073.62
Bill Pmt - Check	03/30/2021	50461	Contour Sierra Aebi, LLC	Inv 3894	-241.01	291,832.61
Bill Pmt - Check	03/30/2021	50462	County of Sacramento	Acct AR0071982	-407.00	291,425.61
Bill Pmt - Check	03/30/2021	50463	Kimball Midwest	Inv 87390003	-5,679.74	285,745.87
Bill Pmt - Check	03/30/2021	50464	MBK Engineers	Inv 21-02-4170	-1,025.75	284,720.12
Bill Pmt - Check	03/30/2021	50465	Mead & Hunt	Inv 314422	-2,255.75	282,464.37
Bill Pmt - Check	03/30/2021	50466	Municipal Maintenance Equipment	Inv 0158028	-964.34	281,500.03
Bill Pmt - Check	03/30/2021	50467	N Communications, Inc.	Inv 464	-700.00	280,800.03
Bill Pmt - Check	03/30/2021	50468	SGS Colusa	Inv 778054274	-334.92	280,465.11
Bill Pmt - Check	03/30/2021	50469	Smile Business Products		-206.48	280,258.63
Bill Pmt - Check	03/30/2021	50470	SMUD	Acct 7000000317	-36,917.14	243,341.49
Bill Pmt - Check	03/30/2021	50471	United Rentals	Inv 191722898-002	-99.99	243,241.50
Total 1010.00 · Bank of the West Checking Acct					-42,644.93	243,241.50
Total Cash and Investments					-42,644.93	243,241.50
					<b>-42,644.93</b>	<b>243,241.50</b>

#### Activity Summary

Transfers from money market account	200,000.00
Refund of bank fee	40.00
Scrap metal sales	1,768.85
Security Patrol proceeds from NCMWC	1,050.00
Proceeds from North Precinct Dev.	261.00
Refund from Occupational Health Centers	190.50
Payroll disbursements	-82,280.10
Accounts payable disbursements	-163,675.18
Net activity	<u>-42,644.93</u>



**Current/Historical Expense Comparison**

**Month over Month Comparison**

The graph below compares current fiscal year monthly expenses from March 2021 to historical monthly expense trends for the last four fiscal years. The District’s March expenses for this fiscal year are less than in previous fiscal years.

**Annual Comparison Year-To-Date**

As of March 31, 2021, the District’s expenses are trending slightly higher for the fiscal year. The increase is directly attributable to the District’s annual insurance liability premium, FMAP equipment purchases, and yearly herbicide purchases. The District’s monthly expenses are on par with prior fiscal years.

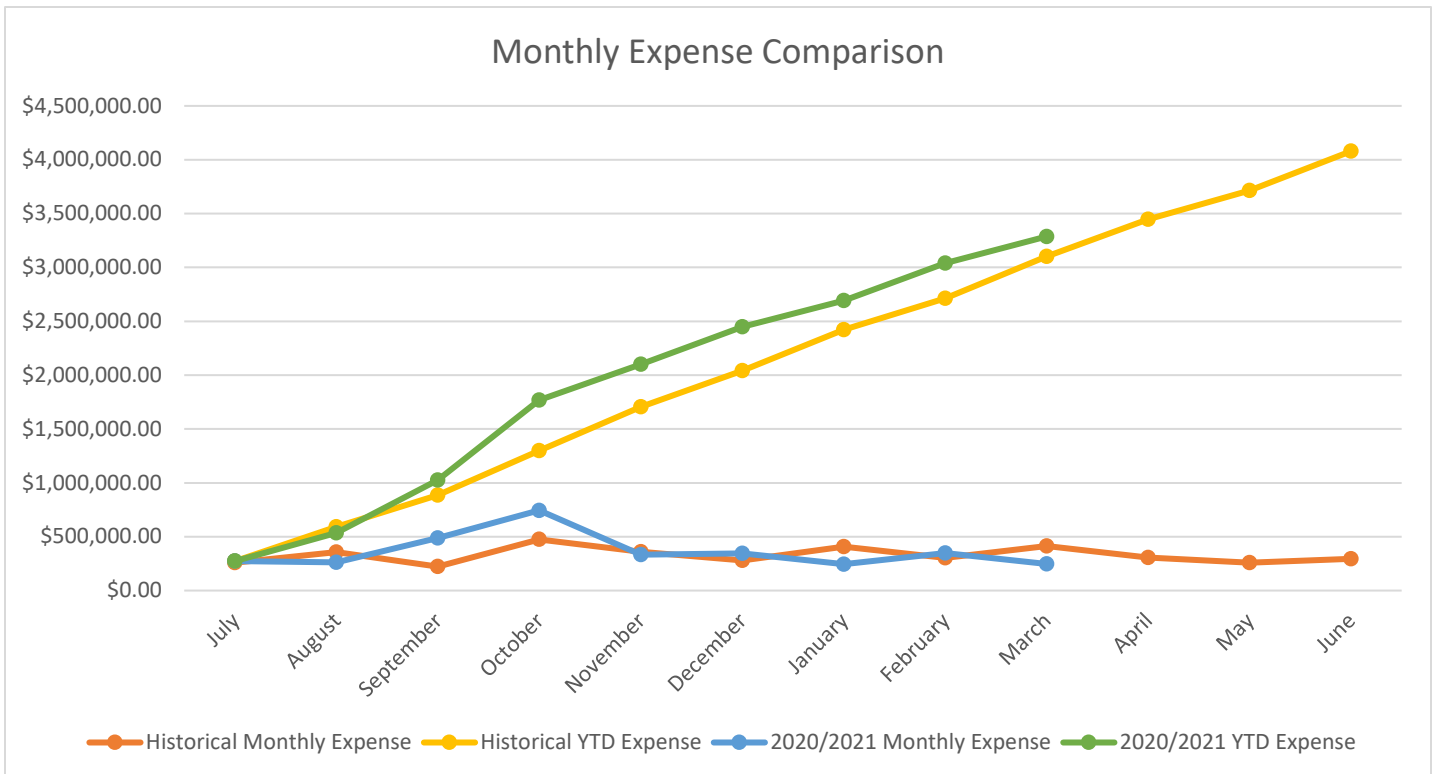
**Current Year Compared to Historical**

The graph also compares the cumulative year-to-date costs and historical year-to-date expense trends for the fiscal year 2016/2017 through the fiscal year 2019/2020.

**Current YTD Compared to Historical Year-To-Date**

Variations in the current year-to-date expenses compared to the year-to-date historical expenditures are due to single expense budgeted items that are currently reimbursed by grant funding (FMAP expenses). Income and reimbursements are not reflected on this expense comparison chart.

When comparing year-to-date expenses to historical expenses, the District is trending slightly higher due to costs described above.







## RECLAMATION DISTRICT 1000

DATE: APRIL 9, 2021

AGENDA ITEM NO. 5.4

---

**TITLE: Budget to Actual Report**

**SUBJECT: Review and Accept Report for March 2021**

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**EXECUTIVE SUMMARY:**

This Staff Report is intended to provide a monthly budgetary snapshot of how well the District meets its set budget goals for the fiscal year. The monthly Budget to Actual Report contains a three-column presentation of actual expenditures, budgeted expenditures, and the Budget percentage. Each line item compares budgeted amounts against actual to date expenses. Significant budgeted line item variances (if any) will be explained in the Executive Summary of this report.

Attachment 1 provides a year-to-date report for the month ending March 31, 2021. The report reveals the District is at or below expected budget totals for the March month-end. Other line items near or over 100% of the Budget have been discussed in previous meetings and are annual expenses.

**BACKGROUND:**

The Board of Trustees adopts a budget annually in June. District staff prepares the Budget, which shows the current year's Budget versus expenditures and a proposed budget for the next year.

Three Board committees review the draft budget before being presented to the full Board for adoption in June. The Personnel Committee reviews the wage and benefits portion of the Budget. The Operations Committee reviews the Capital expenditures Budget. After the two committees review and make recommendations to the Budget, the final draft is prepared for the Finance Committee to consider. After review by the Finance Committee, the final Budget is presented to the Board for adoption at a regular Board meeting.

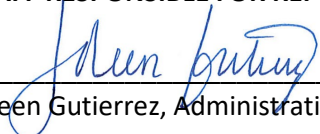
**RECOMMENDATION:**

Staff recommends the Board review and accept the Budget to Actual Report for February 2021.

**ATTACHMENTS:**

1. Budget to Actual Report March 2021

**STAFF RESPONSIBLE FOR REPORT:**

  
\_\_\_\_\_  
Joleen Gutierrez, Administrative Services Manager

Date: 04/01/2021

  
\_\_\_\_\_  
Kevin L. King, General Manager

Date: 04/02/2021

Reclamation District No. 1000  
Budget to Actual Comparison  
July 1, 2020 to March 31, 2021 (Nine Months Ending of Fiscal 2021)

	Year to Date July 1, 2020 to March 31, 2021	Budget	Percent of Budget
<b>Operation &amp; Maintenance Income</b>			
Property Assessments	1,278,577	2,250,000	56.83%
Rents	16,507	30,000	55.02%
Interest Income	34,393	95,000	36.20%
SAFCA - O/M Assessment	-	1,400,000	0.00%
Misc Income	8,032	-	Not Budgeted
FMAP Grant	636,400	601,337	105.83%
Annuitant Trust Reimbursement	-	70,000	0.00%
Security Patrol Reimbursement	29,150	45,000	64.78%
Development Impact Fees	1,320,687	1,400,000	94.33%
Proceeds from sale of capital assets	76,464	-	Not Budgeted
<b>Total</b>	<b>3,400,210</b>	<b>5,891,337</b>	<b>57.72%</b>
<b>Restricted Fund</b>			
Metro Airpark Groundwater Pumping	22,523	25,000	90.09%
<b>Total Combined Income</b>	<b>3,422,733</b>	<b>5,916,337</b>	<b>57.85%</b>
<b>Administration, Operations and Maintenance - Expenses</b>			
<b>Administration</b>			
Government Fees/Permits	3,601	12,500	28.81%
Legal	44,674	97,000	46.06%
Liability/Auto Insurance	139,330	150,000	92.89%
Office Supplies	2,022	5,500	36.76%
Computer Costs	22,371	24,000	93.21%
Accounting/Audit	33,585	47,050	71.38%
Admin. Services	9,233	17,000	54.31%
Utilities (Phone/Water/Sewer)	11,408	23,700	48.14%
Mit. Land Expenses	4,847	6,200	78.18%
Administrative Consultants	44,118	128,000	34.47%
Assessment/Property Taxes (SAFCA - CAD)	8,027	8,000	100.34%
Admin - Misc./Other Expenses	1,194	8,250	14.47%
Memberships	33,080	40,800	81.08%
Office Maintenance & Repair	11,305	27,000	41.87%
Payroll Service	2,523	6,000	42.05%
Public Relations	7,941	45,000	17.65%
Small Office & Computer Equipment	4,655	12,000	38.79%
Election	102,090	39,000	261.77%
Conference/Travel/Professional Development	292	20,500	1.42%
<b>Sub Total</b>	<b>486,296</b>	<b>717,500</b>	<b>67.78%</b>
<b>Personnel/Labor</b>			
Wages	762,114	1,309,658	58.19%
Group Insurance	94,451	130,000	72.65%
Worker's Compensation Insurance	24,866	30,000	82.89%
OPEB - ARC	-	-	Not Budgeted
Dental/Vision/Life	17,775	25,887	68.66%
Payroll Taxes	56,594	91,000	62.19%
Pension	156,122	201,148	77.62%
Continuing Education	621	5,000	12.42%
Trustee Fees	23,625	40,000	59.06%
Annuitant Health Care	61,275	91,032	67.31%
<b>Sub Total</b>	<b>1,197,443</b>	<b>1,923,725</b>	<b>62.25%</b>

<b>Operations</b>			
Power	285,633	500,000	57.13%
Supplies/Materials	21,405	25,000	85.62%
Herbicide	111,908	120,000	93.26%
Fuel	23,157	50,000	46.31%
Field Services	17,486	63,100	27.71%
Field Operations Consultants	8,730	20,000	43.65%
Equipment Rental	100	5,000	2.00%
Refuse Collection	9,126	30,000	30.42%
Equipment Repair/Service	1,168	16,000	7.30%
Equipment Parts/Supplies	34,830	60,000	58.05%
Facility Repairs	50,963	211,000	24.15%
Shop Equipment (not vehicles)	-	5,000	0.00%
Field Equipment	2,925	14,000	20.89%
Misc/Other 2	340	500	68.00%
Utilities - Field	7,488	11,500	65.11%
Government Fees/Permits - Field	8,791	12,000	73.26%
FEMA Permits	-	1,500	0.00%
<b>Sub Total</b>	<b>584,050</b>	<b>1,144,600</b>	<b>51.03%</b>
<b>Equipment</b>			
Equipment	-	-	Not Budgeted
<b>Sub Total</b>	<b>-</b>	<b>-</b>	
<b>Consulting/Contracts/Memberships</b>			
Engineering/Technical Consultants	156,290	375,000	41.68%
Security Patrol	63,600	80,000	79.50%
Temporary Admin	14,250	15,000	95.00%
<b>Sub Total</b>	<b>234,140</b>	<b>470,000</b>	<b>49.82%</b>
<b>FMAP Expenditures</b>			
LOI/SWIF (Consultants)	34,615	-	Not Budgeted
Equipment	415,727	381,337	109.02%
Operations & Maintenance (Field)	159,199	220,000	72.36%
Administrative	-	-	Not Budgeted
<b>Sub Total</b>	<b>609,541</b>	<b>601,337</b>	<b>101.36%</b>
<b>Total A, O &amp; M Expenses</b>	<b>3,111,470</b>	<b>4,857,162</b>	<b>64.06%</b>
<b>Capital Expenses</b>			
Capital Office Upgrades	2,714	20,000	13.57%
Capital RE Acquisition	-	50,000	0.00%
Capital Office Facility Repair	-	30,000	0.00%
Capital Facilities (including SCADA)	34,058	2,700,000	1.26%
<b>Sub Total</b>	<b>36,772</b>	<b>2,800,000</b>	<b>1.31%</b>
<b>Total All Expenditures</b>	<b>3,148,242</b>	<b>7,657,162</b>	<b>41.11%</b>



## RECLAMATION DISTRICT 1000

DATE: APRIL 9, 2021

AGENDA ITEM NO. 6.1

---

**TITLE:** Appointment of Trustee

**SUBJECT:** Hold a Board of Trustees Appointment Proceeding for the Vacant Trustee Position and Adopt Resolution No. 2021-04-01 Appointing a New Trustee to Fulfill the Term of the Vacant Position.

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### EXECUTIVE SUMMARY:

On February 12, 2021 Trustee Jeff Smith, submitted his letter of resignation from the Reclamation District No. 1000 (RD 1000; District) Board of Trustees. At the February 12, 2021 Board of Trustees meeting, the Board decided on a course of action that included the appointment of a replacement Trustee. The appointed Trustee will fulfill the duties of the office until the 2022 General Election, at which point, the seat would be up for public vote.

As discussed at the February 12, 2021 Board of Trustees meeting, the appointment process is consistent with California Government Code Section 1780:

*Section (b) The district shall notify the county elections official of the vacancy no later than 15 days after either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later.*

*Section (d) (1) The remaining members of the district board shall make the appointment pursuant to this subdivision within 60 days after either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later. The district shall post a notice of the vacancy in three or more conspicuous places in the district at least 15 days before the district board makes the appointment. The district shall notify the county elections official of the appointment no later than 15 days after the appointment.*

*Section (d) (2) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general district election, the person appointed to fill the vacancy shall hold office until the next general district election .... The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.*

Staff subsequently proceeded with the posting of the vacancy based on requirements in the Government Code and provided additional notifications described below:

- ✓ Local Web Sites:
  - RD 1000 Website & Social Media Accounts
- ✓ Posted Notifications:
  - RD 1000 – Bulletin Board
  - Natomas Mutual Water Company – Bulletin Board
  - Natomas Library – Bulletin Board
- ✓ Print Media:
  - Sacramento Bee – March 25, 2021
  - N-Magazine – March 2021 Issue

**TITLE: Appointment of Trustee**

Following the close of the letter of interest solicitation period (4:00 p.m. March 19, 2021), staff had received two (2) letters of interest and resumes. One letter and resume from Mr. Chris Burns, and another letter and resume from Mr. Thomas Smith, P.E.

**SELECTION PROCESS:**

More than one letter of interest was received. Therefore, both applicants have been asked to attend the April 9, 2021 Board Meeting. During the meeting, and in a public forum, the Board holds proceedings to appoint the Trustee. After the Trustees have held public deliberations, each candidate will have the opportunity, during public comment period, to make a statement regarding their interest in serving on the Board of Trustees. After the Board has heard all public comments on this agenda item, a motion to appoint one of the applicants can be made and officially voted on. Following the vote, the Secretary of the Board of RD 1000 shall swear in the new Board Member at the time of the appointment.

Upon selection of one of the applicants, the Board shall cause staff to notify the county election official.

**RECOMMENDATION:**

Staff has no recommendation.

**FINANCIAL IMPACT:**

None.

**ATTACHMENTS:**

1. RD 1000 Resolution No. 2021-04-01
2. Trustee Applicant – Chris Burns
3. Trustee Applicant – Thomas Smith, P.E.

**STAFF RESPONSIBLE FOR REPORT:**



Kevin L. King, General Manager

Date: 04/02/2021



# RECLAMATION DISTRICT NO. 1000

## RESOLUTION NO. 2021-04-01

**A RESOLUTION BY  
THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT NO. 1000  
APPOINTING \_\_\_\_\_  
AS MEMBER OF THE RECLAMATION DISTRICT NO. 1000 BOARD OF TRUSTEES**

At a regular meeting of the Board of Trustees of Reclamation District No. 1000 held at the District Office on the 9<sup>th</sup> day of April 2021, the following resolution was approved and adopted:

**WHEREAS**, Reclamation District No. 1000 (“District”) is a California Reclamation District, formed and operating pursuant to the California Water District Law (California Water Code sections 50000 and following) and governed by a seven-member Board of Trustees; and

**WHEREAS**, the California Government Code Section 1780 establishes the mechanism to fill vacancies on the Reclamation District No. 1000 Board of Trustees; and

**WHEREAS**, the District had a vacancy on the Board as of February 12, 2021; and

**WHEREAS**, The Board of Trustees of Reclamation District No. 1000 after review and consideration has selected and appointed a new Trustee to fill the Board vacancy

**NOW, THEREFORE, BE IT RESOLVED, ADJUDGED and ORDAINED THAT**, the Board of Trustees of Reclamation District No. 1000 after review and consideration has selected and placed its support in the appointment of \_\_\_\_\_ for the position of Trustee of Reclamation District No. 1000 to fill a vacancy on the Board until the next District General Election in November 2022.

**ON A MOTION BY** Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_, the foregoing resolution was passed and adopted by the Board of Trustees of Reclamation District No. 1000, this 9<sup>th</sup> day of April 2021, by the following vote, to wit:

AYES: Trustees:  
NOES: Trustees:  
ABSTAIN: Trustees:  
RECUSE: Trustees:  
ABSENT: Trustees:

---

Thomas Gilbert  
President, Board of Trustees  
Reclamation District No. 1000

CERTIFICATION:

I, Joleen Gutierrez, Secretary of Reclamation District No. 1000, hereby certify that the foregoing Resolution 2021-04-01 was duly adopted by the Board of Trustees of Reclamation District No. 1000 at the regular meeting held on the 9<sup>th</sup> of April 2021 and made a part of the minutes thereof.

---

Joleen Gutierrez, District Secretary

**CHRISTOPHER M. BURNS**

March 19, 2021

Mr. Kevin King  
General Manager  
Reclamation District 1000  
1633 Garden Highway  
Sacramento, CA 95833

Dear Mr. King:

I am interested in applying for the vacancy on the Reclamation District 1000 Board of Trustees.

I look forward to the possibility to serve again on the board and represent the landowners of the Natomas Basin. Please accept this as my "letter of interest" for the board vacancy.

Attached is my resume as instructed in the "Notice of Board Vacancy" on the district's website.

You may reach me at [REDACTED].

Sincerely,



Christopher M Burns

Attachment



# CHRISTOPHER M. BURNS

Executive professional with over twenty nine years experience in the legislative, political and regulatory fields advising Legislators and candidates on economic development, Gubernatorial appointments, aerospace and spaceflight industries, military and veterans affairs issues.

## EMPLOYMENT HISTORY

<b>Rules Consultant</b> , Senate Rules Committee Various Senators	02/2001 – Present
<b>Policy Consultant</b> , Senate Select Committee on Defense and Aerospace Senator Jean Fuller, Chair Senator Roy Ashburn, Chair	2015 – 2016 06/2003 – 12/2006
<b>Policy Consultant</b> , Senate Republican Caucus (Education)	2006
<b>Chief of Staff, Legislative Director, Associate Consultant, District Director, Legislative Aide, Field Representative</b> Various Senators and Assembly members	03/1992 – 11/2004

## EDUCATION

Bachelor of Arts: Political Science-Public Policy, University of California, Davis, 1992

## POLITICAL EXPERIENCE

Numerous political campaigns in paid and volunteer positions handling campaign strategy, fundraising events, candidate literature and mail, volunteers and precinct operations.

## ACTIVITIES AND AWARDS

Member, Board of Trustees, Reclamation District 1000	2017 – 2020
Member, Board of Directors, Sacramento Area Flood Control Agency	2019 – 2020
Board Member and Secretary, Davis Alpha Gamma Rho Alumni Corporation	2000 – 2004
Foundation for Economic Education Program, New York	
Milton D. Miller and Mary M. Miller Scholarship	

# RiverSmith



## ENGINEERING

A SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE

March 12, 2021

Mr. Kevin L. King  
General Manager  
Reclamation District 1000  
1633 Garden Highway  
Sacramento, CA 95833

Mr. King,

I am offering my resume for your consideration for the vacant seat on the Board of Trustees for the District. I have lived in the Natomas Basin with my wife Libby since 2016, and in the Sacramento Area since 1976.

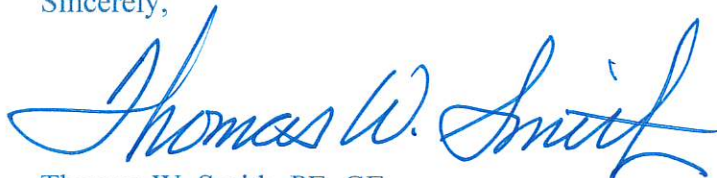
Educated at UC Berkeley and graduated in 1966 with a BS in Civil Engineering. As a licensed Civil and Geotechnical Engineer in California, my background includes 25 years with USDA- Soil Conservation Service (excluding 1967- 1968 in the US Army), 18 years with private engineering consulting firms, and over 10 years owning my own company, RiverSmith Engineering.

I have enjoyed a rewarding engineering career specializing in water resources, erosion and deposition processes, along with geotechnical engineering in the water environment.

I am semi-retired and believe I have more than adequate time to devote to Board duties and responsibilities.

My attached resume contains further details on my background. I have had my Covid vaccinations and can be available for an in-person interview if desired.

Sincerely,



Thomas W. Smith, PE, GE  
President, RiverSmith Engineering  
Water Resources/Geotechnical Engineer.

attachment

# RiverSmith



## ENGINEERING

### COMPANY OVERVIEW

RIVERSMITH ENGINEERING, INC. is a California certified Disabled Veteran Business Enterprise (DVBE) and federally certified Service Disabled Veteran Owned Small Business (SDVOSB) providing engineering consulting, design, and project management services for a wide range of projects and clients.

Thomas W. Smith, P.E., G.E., owner and President of RIVERSMITH ENGINEERING, INC., has over 48 years of experience in the engineering field of water resources and geotechnical engineering. Mr. Smith has a Bachelor of Science degree from the University of California, Berkeley and is registered as a Civil Engineer and Geotechnical Engineer in the State of California.

Thomas Smith is a disabled, US Army combat veteran, having completed a tour of duty in Viet Nam (1967/68) serving with the 4/9 Battalion, Manchu - 25<sup>th</sup> Infantry Division.



Work experience includes 25 years with the United States Department of Agriculture, Soil Conservation Service (West Virginia, Oregon, California), and 18 years as a water resources engineering consultant with emphasis on central and northern California river systems and now in the 11th year as RIVERSMITH ENGINEERING.

RIVERSMITH has a strong working relationship with individuals and firms across the western United States that specialize in water-related, environmental and restoration work -- with an emphasis on rivers, streams, levees and small dams.

### AREAS OF EXPERTISE

- Hydrology
- Hydraulics
- Geotechnical
- River Erosion and Sedimentation Processes
- Stream Restoration
- Levee Evaluations
- Small Dams Rehabilitation
- Construction Services
- Feasibility Studies – Flood Mitigation/Upgrades
- Expert Witness
- Expert Evaluations





**RiverSmith Engineering, Inc.**  
3942 POZZALLO LANE  
SACRAMENTO, CA 95834



## TYPICAL PROJECTS

- **GEOTECHNICAL FORENSIC INVESTIGATION, ARBOGA LEVEE FAILURE OF 1997**
  - Feather River, CA – Reclamation District 784, Arboga, CA
- **EVALUATION OF GRAVEL MINING IMPACT ON RIVER MORPHOLOGY**
  - San Benito River, Hollister, CA – San Benito County Water District
- **RIVER STABILITY REVIEW**
  - Merced River, Yosemite National Park, CA – National Park Service, Yosemite, CA
- **EROSION EVALUATION OF FLOOD CONTROL LEVEES**
  - 1997 to 2010, Sacramento River Flood Control System, Sacramento, CA- US Army Corps of Engineers
- **EVALUATION AND DESIGN OF STREAM RESTORATION**
  - Rector Creek, Napa, CA – Duckhorn Vineyards
- **HYDRAULICS AND BRIDGE SCOUR EVALUATION**
  - Sacramento, Santa Cruz, San Benito and Monterey Counties, CA – Subconsultant to Bridge Design Consultants
- **HYDRAULIC MODELING OF RIPARIAN RESTORATIONS WITHIN THE FLOOD CONTROL SYSTEM**
  - Sacramento River – Sacramento Valley, CA – The Nature Conservancy
- **BANK PROTECTION AND STABILITY ANALYSIS AND DESIGN**
  - Guadalupe Rivers, San Jose, CA – US Army Corps of Engineers, Sac District
- **EMERGENCY BANK PROTECTION DESIGNS**
  - 30 Critical Erosion Sites on Sacramento River Levees, Sacramento, CA – CA DWR/US Army Corps of Engineers, Sac. District
- **GEOTECHNICAL ANALYSIS OF LEVEE STRUCTURES**
  - Sacramento River, Sacramento, CA – US Army Corps of Engineers, Sac District
- **EVALUATION OF EROSION AND SEDIMENTATION PROCESSES**
  - Squaw Creek, Squaw Valley, CA – State of California, Attorney General
- **EXPERT WITNESS SERVICES**
  - Erosion and Sedimentation Processes - Diablo Grande Development, Patterson, CA
- **EVALUATION OF GRAVEL MINING IMPACT**
  - San Benito River, Hollister, CA – San Benito County Water District
- **EROSION ADVISORY PANEL – SACRAMENTO RIVER LEVEES**
  - Sacramento River, Sacramento, CA – Subcontractor to URS, Sac, CA
- **INDEPENDENT PANEL OF EXPERTS**
  - Feather River West Levee Rehabilitation – Sutter Buttes Flood Control Agency, Yuba City, CA





# RiverSmith

## ENGINEERING

**Thomas W. Smith, PE, GE**  
**Water Resources/Geotechnical Engineer**



### Background

Over 50 years of experience in the field of water resources and geotechnical engineering with emphasis on streams and rivers, specializing in stability and erosion issues. Experience includes 25 years of service with the Federal Government (USDA, Soil Conservation Service) with emphasis on flood control and restoration of erosion problems on rivers, streams and the landscape. Over 18 years as an engineering consultant with firms specializing in rivers, streams, bank stability, and levee restoration work and since 2009, the owner and president of RiverSmith Engineering, specializing in stream, river and levee stability issues.

### Education, Licenses and Professional Organizations

BS in Civil Engineering, University of California, Berkeley, 1966  
Registered Civil Engineer, California, CE 20525, 1971  
Registered Geotechnical Engineer, California, GE 00791, 1987  
Member ASCE, SAME, FMA

### Career Experience

#### USDA-Soil Conservation Service – 1966 thru 1990

This is a continuous 25-year career with the exception of military service in 1967 and 1968. Work locations included projects in CA, W VA, OR, HI, AZ, and NV. Experience included positions from Field Office Engineer to Project Engineer, Design Engineer and Technical Specialist for Soil Mechanics. Specific duties/projects included the following;

- Engineering assistance for conservation practices such as small dams, gully erosion control measures, and structural design of water control structures (CA)
- Design Engineer for a watershed treatment project that included a flood detention structure and 5 miles of open flood control channel. (CA)
- Assistant Project Engineer for the construction of earth fill flood control dams (W VA)
- Lead Designer for 100 ft high Irrigation/Flood Control Dam (OR)
- Project Manager for two emergency programs for the restoration of flood control facilities. Activities included eligibility determination, design, plans and specification development, and construction assistance. (CA)
- Technical specialist for soil mechanics assistance for SCS programs in California including direct assistance on all project activities as well as training responsibilities. (CA)
- Forensic investigation for failing breakwater (HI)
- Investigation of desiccation cracking in flood detention dams (AZ)



### Engineering Consultant 1990 to 2009

Worked for two different consulting firms during this period, Borcalli and Associates and Ayres Associates. Nearly every project in this time span was associated with a stream or river. I started my career in the consulting field doing detailed hydrology, river hydraulics and floodplain mapping for FEMA studies. From there I became more involved with 2-dimensional modeling of rivers and floodplains, sediment transport in rivers and how it affected morphology. I also became a local expert on erosion processes within the Sacramento River Flood Control System. I participated in every Corps of Engineers annual levee erosion inventory from 1997 to 2010.

When a "Levee Emergency" was declared by the Governor in 2006, we were tasked with developing designs, plans and specification for over 30 critical erosion sites within the Sacramento River System. This work involved site surveys, geotechnical analyses, hydraulic modeling, environmentally self-mitigating bank armor methods, and plans, specification and cost estimates.

Typical river restoration and levee rehabilitation clients include the following:

- US Army Corps of Engineers, Sacramento District
- CA Department of Water Resources
- Santa Ana Pueblo, NM
- Crested Butte Ski Resort, CO (Landslide investigation)
- CA Office of Attorney General
- Sacramento Area Flood Control Agency
- Kendall Jackson Wineries, CA
- Katherine Hall Wineries, TX
- The Nature Conservancy, CA
- River Partners, CA
- San Benito Water District, CA
- Reclamation District 784, CA

Memberships in ASCE, Floodplain Management Association and Society of Military Engineers allowed me the opportunity for numerous talks and presentations in the field of river restorations and levee rehabilitations. I retired from Ayres Associates in 2009 as an Operational Vice President in the Sacramento, CA office.

### RiverSmith Engineering Inc – 2009 to Present

RiverSmith Engineering is a small independent consulting firm with a list of clients that range from private individuals and non-profit entities with flood and river restoration issues to large engineering firms and units of Local, State and Federal Governments.

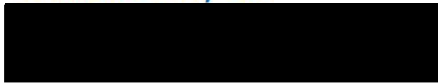
RiverSmith has served as an expert on two review panels. The one for the Sutter Buttes Flood Control Agency is to fulfill the SAR requirements in EC 1165-2-209 and I serve with two other experts for the rehabilitation of 44 miles of the West Levee of the Feather River. The other was on a panel of experts for review of finding by other consultants performing separate task orders for the Corps of Engineers on the stability and rehabilitation of the Lower American River levees in Sacramento, CA.

I also maintain an active role in mentoring younger engineers and stay actively involved in formal presentations at ASCE, SAME and FMA conferences.

References

Listed below are references that I have worked with on multiple projects and are very knowledgeable of my work ethic and quality of work. They have each agreed to provide you any additional information that you may find helpful in your selection process.

1. Daniel P. Tibbitts, PE  
Sacramento Area Flood Control Agency  
Sacramento, CA



2. Michael Bessette, PE  
Executive Director  
Sutter Butte Flood Control Agency  
Yuba City, CA



3. Ray Costa, PE, GE  
Consulting Engineer  
Sacramento, CA



4. Thomas Chapman, PE  
Senior PM  
HDR Engineering  
Sacramento, CA



5. Paul Devereux, PE  
Ret. General Manager  
RD 1000







## RECLAMATION DISTRICT 1000

DATE: APRIL 9, 2021

AGENDA ITEM NO. 6.2

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**TITLE:** Letter of Support

**SUBJECT:** Review and Consider Authorizing the General Manager to Submit a Letter of Support for AB 361 (Rivas) Brown Act: Remote Meetings During Emergencies.

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### EXECUTIVE SUMMARY:

The California Special Districts Association (CSDA) is requesting Reclamation District No. 1000 to submit a Letter of Support for Assembly Bill 361 (Rivas). The proposed bill is provided in Attachment 1 and the bill fact sheet is provided in Attachment 2. If passed by the Legislature, AB 361 would allow the following:

- While maintaining transparency and public access, local agencies would be able to meet remotely during a declared state of emergency or a declared local emergency.
- While agencies would still be required to post agendas and meeting information, agencies would not be required to post meeting notices and/or agendas in physical locations when remotely meeting during an emergency.
- While the public must continue to have access to the remote meeting and provided the ability to make public comment, agencies would not be required to make all remote meeting sites accessible to the public, nor include the remote location details in the meeting notice or agenda during a declared state of emergency or a declared local emergency.
- Additionally, agency board members would not be required to be at remote sites within the territorial bounds of the agency during a declared state of emergency or a declared local emergency.

### RECOMMENDATION:

Staff recommends the Board authorize the General Manager to submit a Letter of Support for AB 361 (Attachment 3).

### ATTACHMENTS:

1. AB 361 (Rivas)
2. AB 361 – Fact Sheet
3. AB 361 Reclamation District No. 1000 - Letter of Support

### STAFF RESPONSIBLE FOR REPORT:



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Kevin L. King, General Manager

Date: 04/02/2021



**ASSEMBLY BILL**

**No. 361**

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**Introduced by Assembly Member Robert Rivas**

February 1, 2021

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An act to amend Section 54953 of the Government Code, relating to local government.

LEGISLATIVE COUNSEL'S DIGEST

AB 361, as introduced, Robert Rivas. Open meetings: local agencies: teleconferences.

Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The

act provides an exemption to the jurisdictional requirement for health authorities, as defined.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the governor is inaccessible, to proclaim a state of emergency under specified circumstances, and authorizes a specified legislative body or an official designated to proclaim a local emergency. Existing law allows a local health officer to declare a local public health emergency, which, after 7 days, must be ratified by the county board of supervisors, or city council, as applicable, in order to remain in place.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting for the purpose of declaring or ratifying a local emergency, during a declared state or local emergency, as those terms are defined, when state or local health officials have imposed or recommended measures to promote social distancing, and during a declared local emergency provided the legislative body makes certain determinations by majority vote. The bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, as provided, to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body.

This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

Vote: majority. Appropriation: no. Fiscal committee: no.  
State-mandated local program: no.

*The people of the State of California do enact as follows:*

1 SECTION 1. Section 54953 of the Government Code is  
2 amended to read:

3 54953. (a) All meetings of the legislative body of a local  
4 agency shall be open and public, and all persons shall be permitted  
5 to attend any meeting of the legislative body of a local agency,  
6 except as otherwise provided in this chapter.

7 (b) (1) Notwithstanding any other provision of law, the  
8 legislative body of a local agency may use teleconferencing for  
9 the benefit of the public and the legislative body of a local agency  
10 in connection with any meeting or proceeding authorized by law.  
11 The teleconferenced meeting or proceeding shall comply with all  
12 *otherwise applicable* requirements of this chapter and all otherwise  
13 applicable provisions of law relating to a specific type of meeting  
14 or proceeding.

15 (2) Teleconferencing, as authorized by this section, may be used  
16 for all purposes in connection with any meeting within the subject  
17 matter jurisdiction of the legislative body. All votes taken during  
18 a teleconferenced meeting shall be by rollcall.

19 (3) If the legislative body of a local agency elects to use  
20 teleconferencing, it shall post agendas at all teleconference  
21 locations and conduct teleconference meetings in a manner that  
22 protects the statutory and constitutional rights of the parties or the  
23 public appearing before the legislative body of a local agency.  
24 Each teleconference location shall be identified in the notice and  
25 agenda of the meeting or proceeding, and each teleconference  
26 location shall be accessible to the public. During the teleconference,  
27 at least a quorum of the members of the legislative body shall  
28 participate from locations within the boundaries of the territory

1 over which the local agency exercises jurisdiction, except as  
2 provided in ~~subdivision (d)~~. *subdivisions (d) and (e)*. The agenda  
3 shall provide an opportunity for members of the public to address  
4 the legislative body directly pursuant to Section 54954.3 at each  
5 teleconference location.

6 (4) For the purposes of this section, “teleconference” means a  
7 meeting of a legislative body, the members of which are in different  
8 locations, connected by electronic means, through either audio or  
9 video, or both. Nothing in this section shall prohibit a local agency  
10 from providing the public with additional teleconference locations.

11 (c) (1) No legislative body shall take action by secret ballot,  
12 whether preliminary or final.

13 (2) The legislative body of a local agency shall publicly report  
14 any action taken and the vote or abstention on that action of each  
15 member present for the action.

16 (3) Prior to taking final action, the legislative body shall orally  
17 report a summary of a recommendation for a final action on the  
18 salaries, salary schedules, or compensation paid in the form of  
19 fringe benefits of a local agency executive, as defined in  
20 subdivision (d) of Section 3511.1, during the open meeting in  
21 which the final action is to be taken. This paragraph shall not affect  
22 the public’s right under the California Public Records Act (Chapter  
23 3.5 (commencing with Section 6250) of Division 7 of Title 1) to  
24 inspect or copy records created or received in the process of  
25 developing the recommendation.

26 (d) (1) Notwithstanding the provisions relating to a quorum in  
27 paragraph (3) of subdivision (b), if a health authority conducts a  
28 teleconference meeting, members who are outside the jurisdiction  
29 of the authority may be counted toward the establishment of a  
30 quorum when participating in the teleconference if at least 50  
31 percent of the number of members that would establish a quorum  
32 are present within the boundaries of the territory over which the  
33 authority exercises jurisdiction, and the health authority provides  
34 a teleconference number, and associated access codes, if any, that  
35 allows any person to call in to participate in the meeting and the  
36 number and access codes are identified in the notice and agenda  
37 of the meeting.

38 (2) Nothing in this subdivision shall be construed as  
39 discouraging health authority members from regularly meeting at  
40 a common physical site within the jurisdiction of the authority or

1 from using teleconference locations within or near the jurisdiction  
2 of the authority. A teleconference meeting for which a quorum is  
3 established pursuant to this subdivision shall be subject to all other  
4 requirements of this section.

5 (3) For purposes of this subdivision, a health authority means  
6 any entity created pursuant to Sections 14018.7, 14087.31,  
7 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare  
8 and Institutions Code, any joint powers authority created pursuant  
9 to Article 1 (commencing with Section 6500) of Chapter 5 of  
10 Division 7 for the purpose of contracting pursuant to Section  
11 14087.3 of the Welfare and Institutions Code, and any advisory  
12 committee to a county sponsored health plan licensed pursuant to  
13 Chapter 2.2 (commencing with Section 1340) of Division 2 of the  
14 Health and Safety Code if the advisory committee has 12 or more  
15 members.

16 (e) (1) *A local agency may use teleconferencing without*  
17 *complying with the requirements of paragraph (3) of subdivision*  
18 *(b) if the legislative body complies with the requirements of*  
19 *paragraph (2) of this subdivision in any of the following*  
20 *circumstances:*

21 (A) *The legislative body holds a meeting for the purpose of*  
22 *proclaiming or ratifying a local emergency.*

23 (B) *The legislative body holds a meeting during a proclaimed*  
24 *state of emergency or declared local emergency, and state or local*  
25 *officials have imposed or recommended measures to promote*  
26 *social distancing.*

27 (C) *The legislative body holds a meeting during a declared local*  
28 *emergency and the legislative body determines by majority vote*  
29 *that, as a result of the emergency, the attendance of one or more*  
30 *members of the legislative body in person is hindered, or meeting*  
31 *in person would present risks to the health or safety of attendees.*

32 (2) *A legislative body that holds a meeting pursuant to this*  
33 *subdivision shall do all of the following:*

34 (A) *The legislative body shall give notice of the meeting and*  
35 *post agendas as otherwise required by this chapter.*

36 (B) *The legislative body shall allow members of the public to*  
37 *access the meeting and the agenda shall provide an opportunity*  
38 *for members of the public to address the legislative body directly*  
39 *pursuant to Section 54954.3. In each instance in which notice of*  
40 *the time of the teleconferenced meeting is otherwise given or the*

1 agenda for the meeting is otherwise posted, the legislative body  
2 shall also give notice of the means by which members of the public  
3 may access the meeting and offer public comment. This  
4 subparagraph shall not be construed to require the legislative  
5 body to provide a physical location from which the public may  
6 attend or comment.

7 (C) The legislative body shall conduct teleconference meetings  
8 in a manner that protects the statutory and constitutional rights  
9 of the parties and the public appearing before the legislative body  
10 of a local agency.

11 (3) For the purposes of this subdivision, the following definitions  
12 shall apply:

13 (A) “State of emergency” means a state of emergency  
14 proclaimed pursuant to Section 8625 of the California Emergency  
15 Services Act (Article 14 (commencing with Section 8550) of  
16 Chapter 7 of Division of Title 2.

17 (B) “Local emergency” means an emergency proclaimed  
18 pursuant to Section 8630 of the California Emergency Services  
19 Act (Article 14 (commencing with Section 8550) of Chapter 7 of  
20 Division 1 of Title 2 as a result of conditions existing in all or a  
21 portion of the jurisdiction of the local agency. Local emergency  
22 refers only to local emergencies in the jurisdiction in which the  
23 legislative body is located.

24 SEC. 2. It is the intent of the Legislature in enacting this act  
25 to improve and enhance public access to local agency meetings  
26 during the COVID-19 pandemic and future applicable emergencies,  
27 by allowing broader access through teleconferencing options  
28 consistent with the Governor’s Executive Order No. N-29-20 dated  
29 March 17, 2020, permitting expanded use of teleconferencing  
30 during the COVID-19 pandemic.

31 SEC. 3. The Legislature finds and declares that Section 1 of  
32 this act, which amends Section 54953 of the Government Code,  
33 furthers, within the meaning of paragraph (7) of subdivision (b)  
34 of Section 3 of Article I of the California Constitution, the purposes  
35 of that constitutional section as it relates to the right of public  
36 access to the meetings of local public bodies or the writings of  
37 local public officials and local agencies. Pursuant to paragraph (7)  
38 of subdivision (b) of Section 3 of Article I of the California  
39 Constitution, the Legislature makes the following findings:

1 This act is necessary to ensure minimum standards for public  
2 participation and notice requirements allowing for greater public  
3 participation in teleconference meetings during applicable  
4 emergencies.

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### SUMMARY

As amended, Assembly Bill 361 will provide additional flexibility for local city councils, boards, commissions, and other agencies to meet remotely via video and teleconference during a local emergency that makes meeting in person unsafe, while still maintaining high levels of public access and transparency. This legislation will not allow local agencies to meet remotely during emergencies that would not prevent the local agency board from meeting in person, nor will this legislation create any new authorization for a local agency to declare a local emergency.

### BACKGROUND

In 1953, the Ralph M. Brown Act, known simply as the “Brown Act” ever since, guaranteed the public’s right to attend and participate in meetings of local legislative bodies. To meet this objective, the Brown Act drew up requirements regarding public notices of meetings, the posting of agendas, and physical access to those meetings.

In 1988, AB 3191 (Frazee) updated the Brown Act by authorizing local legislative bodies to use video teleconferencing in connection with any meeting or proceeding authorized by law, for the benefit of the public. However, AB 3191 also required that the public had to have physical access to each remote meeting location. Subsequently, in 1998, SB 138 (Kopp) expanded the allowable uses of teleconferencing even further.

When the COVID-19 pandemic started, local agency boards struggled to conduct their meetings in compliance with the Brown Act’s public accessibility requirements while still abiding by stay-at-home orders. As a result, Governor Newsom signed Orders [N-25-20](#), [N-29-20](#), and [N-35-20](#) to grant local agencies the flexibility to meet remotely during the COVID-19 pandemic.

### PROBLEM

The Governor’s executive orders allowed public agencies to meet remotely and did not require physical public access to those meeting locations. Unfortunately, those Executive Orders only apply to the current health pandemic and do not contemplate future health, fire, flood, or other unforeseen emergencies.

### SOLUTION

AB 361 will provide additional flexibility for local agencies looking to meet remotely in order to continue providing the public with essential services during a proclaimed state of emergency or local emergency. In doing so, local agency boards will not have to rely on an Executive Order from the Governor.

While maintaining high standards of public transparency and access, AB 361 will allow public agencies to meet remotely to continue providing services to the public without jeopardizing the safety of the public, local agency personnel, or board members. Local agencies will accommodate both internet video conferencing platforms and phone lines to ensure that the public can access these meetings with or without an internet connection. This means that if a specified state or local emergency is declared, a local city council would be allowed to meet via a videoconferencing platform and/or phone. The public would be able to participate through such online and telephonic platforms, too.

Most importantly, if a meeting could still be held in-person without endangering local agency board members or personnel, then the local agency will not be entitled to meet remotely.

Local agencies looking to meet remotely pursuant to these provisions will have to do so in accordance with a locally declared emergency or an emergency declared by the Governor of California. A local emergency could include a toxic leak or wildfire evacuation that inhibits the local body from meeting in person. Together, these important provisions will provide local agencies with the flexibility necessary to meet remotely while preserving public access during a specified emergency.

### SUPPORT

- California Special Districts Association (Sponsor)
- Rural County Representatives of California
- California Association of Joint Powers Authorities
- Association of California Healthcare Districts

### FOR MORE INFORMATION

Julio Mendez Vargas, *Associate Consultant*  
Email: [Julio.MendezVargas@asm.ca.gov](mailto:Julio.MendezVargas@asm.ca.gov)  
Phone: (760) 848-8224





April 9, 2021

Assembly Member Robert Rivas  
[[Julio.MendezVargas@asm.ca.gov](mailto:Julio.MendezVargas@asm.ca.gov)]  
California State Assembly  
State Capitol, Room 5158  
Sacramento, CA 95814

**RE: Assembly Bill 361 (Rivas) – Support [As Introduced]**

Dear Assembly Member Rivas:

Reclamation District No. 1000 (District; RD 1000) is pleased to support your Assembly Bill 361, related to the Ralph M. Brown Act (“the Brown Act”). RD 1000 is a flood control and protection agency providing necessary and critical flood protection for the Natomas Basin located in the California County of Sacramento.

In light of a stay-at-home order and the need to keep individuals physically distanced from one another, Governor Newsom issued a number of subsequent executive orders (N-25-20, N-29-20, N-35-20) modifying the requirements of the Brown Act. AB 361 seeks to codify several provisions from within the executive orders.

AB 361 would allow local agencies to safely meet remotely during an emergency. The changes to law included in AB 361 are what have allowed local agencies to continue to operate while also complying with important public health directives issued by officials during the COVID-19 pandemic; by enshrining these provisions in statute, this bill ensures that local agencies would continue to be able to remain safe in future emergencies that threaten public health.

AB 361 will include important safeguards that ensure public agency transparency and public access. For a public agency to utilize these provisions to meet remotely, a local agency must meet subsequent or concurrent to a proclaimed state of emergency or declared local emergency, and declare that the nature of the emergency would prevent them from safely meeting in-person. This bill would specifically prohibit local agencies from requiring members of the public to submit their comments in advance, guaranteeing that the public has the opportunity to observe and offer comment during the meeting.

For these reasons, RD 1000 is pleased to support Assembly Bill 361 (Rivas). Please feel free to contact us if you have any questions.

Sincerely,

**Reclamation District 1000**

Kevin L. King  
General Manager

CC: The Honorable Kevin McCarty, Assembly Member  
[Kevin.McCarty@asm.ca.gov]

California Special Districts Association  
[advocacy@cda.net]



## RECLAMATION DISTRICT 1000

DATE: APRIL 9, 2021

AGENDA ITEM NO. 7.1.1

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TITLE: **Committee Meeting Minutes**

SUBJECT: **Committee Meeting Minutes since the March Board Meeting**

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### EXECUTIVE SUMMARY:

#### **Executive Committee Meeting – March 17, 2021**

A meeting of the Reclamation District No. 1000 Executive Committee was held on Wednesday, March 17, 2021 at 8:00 a.m. via GoToMeeting and Conference Call. In attendance were Trustees Gilbert and Lee-Reeder. Staff in attendance were General Manager King and Operations Manager Holleman. Public Attendees were Brett Gray, John Penning and Matt Lauppe from Natomas Mutual Water Company and Trustee Nick Avdis as an observer.

GM King and Natomas GM Gray presented the committee with several items for discussion. The discussion centered on vegetation management and channel maintenance. Trustee Lee Reeder asked staff to work with the Water Company staff to put together a combined maintenance schedule to assist with coordination. Operations Manager Holleman reported that field staff from both agencies are now meeting bi-weekly to coordinate activities and he will work on the combined maintenance schedule. GM King also stated that he will be working with the RD 1000 Board during the Fiscal Year 2021/2022 Budget development to increase funding for vegetation management, either through increased District personnel or contract services.

With no further business on the Executive Committee Agenda, the meeting adjourned at 8:45 a.m.

#### **Urbanization Committee Meeting – March 23, 2021**

A meeting of the Reclamation District No. 1000 Urbanization Committee was held on Tuesday, March 23, 2021 at 10:00 a.m. via GoToMeeting and Conference Call. In attendance were Trustees Jones, Avdis and Lee-Reeder. Trustee Gilbert joined as an observer. Staff in attendance were General Manager King and Administrative Services Manager Gutierrez. There were no members of the public present, therefore no public comments were received.

GM King and ASM Gutierrez updated the Urbanization Committee on the benchmarks established for the 1<sup>st</sup> Quarter of 2021, including Social Media, Community Outreach Opportunities and Outreach Materials. Staff provided the Committee with statics and analysis of the District's social media accounts. See Attachment No. 1 for more information.

The Committee did ask staff to investigate options for posting video recordings of the Board meetings and recommends to the full Board that the videos be posted to our website. Trustee Lee Reeder also asked staff to get pricing on capturing drone footage of our facilities. GM King will provide the pricing at the next Quarterly Check-in.

**TITLE: Committee Meeting Minutes**

With no further business on the Urbanization Committee Agenda, the meeting adjourned at 10:45 a.m.

**Executive Committee Meeting – March 31, 2021**

A meeting of the Reclamation District No. 1000 Executive Committee was held on Wednesday, March 3, 2021 at 8:00 a.m. via GoToMeeting and Conference Call. In attendance were Trustees Gilbert and Lee-Reeder. Staff in attendance were General Manager King and General Counsel Shapiro. There were no members of the public present, therefore no public comments were received.

General Manager King presented the proposed agenda for the April 9, 2021 Board of Trustees meeting. Trustee Lee Reeder asked about a request from the Urbanization Committee to post video recordings to the District’s website. GM King plans to address the requests during the General Manager’s report at the April 9, 2021 meeting. If there are no objections from the full Board, the District will begin posting the video recordings immediately after the April meeting.

The Committee reviewed the agenda and approved as presented, with minor change to the wording of the Closed Session as proposed by General Counsel Shapiro.

With no further business on the Executive Committee Agenda, meeting adjourned at 8:45 a.m.

**Personnel Committee Meeting – April 6, 2021**

A meeting of the Reclamation District No. 1000 Personnel Committee was held on Tuesday, April 6, 2021 at 3:00 p.m. via GoToMeeting and Conference Call. The meeting had yet to occur at the time of publishing this agenda item. Staff will provide the meeting minutes at the April 9, 2021 Board of Trustees meeting.

**ATTACHMENTS:**

1. Urbanization Committee Update – March 23, 2021

**STAFF RESPONSIBLE FOR REPORT:**

  
\_\_\_\_\_  
Kevin L. King, General Manager

Date: 04/02/2021

The next Urbanization Committee Meeting is scheduled on 03/23/21.

Staff updates below are from the Committee Meeting Discussion/Benchmarks from 10/22/20 Urbanization Committee Meeting:

## Events

Covid-19 and social distance mandates forced the cancellation of many annual events. RD1000 did not participate in the December drive-thru holiday event.

## Social Media Update

*Facebook/Twitter/Instagram.*

Staff continues to work toward two social media postings per week, emphasizing relevant content and cross promoting the District’s website via social media links.

### Government Verification

- The District’s Facebook account has been verified as a Government agency.
- Staff has not received an update from Instagram about a government account verification.
- Twitter is not verifying government accounts.

## Social Media Ad Spend

Staff boosted the posts below on Facebook; reach results are listed below.

f Untitled Report Aug-12-2020 to Mar-18-21		Report Period: Aug 12, 2020 - Mar 18, 2021	
Ad Name	Ad Set Name	Ad Delivery	Reach
Post: "We are hiring! Now seeking qualified candidates..."	Post: "We are hiring! Now	inactive	5784
Post: "This week is CA Flood Preparedness Week! We've..."	Post: "This week is CA Flo	not_delivering	803
Post: "We're one week away from the Board of Trustees..."	Post: "We're one week aw	rejected	0
Post: "We are having a Board of Trustees Election on..."	Post: "We are having a Bo	rejected	0

## Social Media – Analytics Reports

Social Media Analytics Reports indicate the following trends:

- Increase in followers across all platforms (Facebook, Instagram, Twitter)
- Increase in posting to social media platforms.
- Increase in Facebook and Instagram engagements (reactions, comments, shares/photos, and video)
- A decrease in Twitter engagements (likes, retweets, replies)
- Increase in traffic and page content clicks, and post clicks social media sites.
- Staff continues its goal of driving more social media users to the District’s website to discover additional District related content.

\*For reference, social media reports are attached.

## Website – Analytics Reports

Website Analytics Reports indicate the following trends:

- Between mid-October 2020 and Feb 2021, RD1000 website traffic has increased by just over 1,300 new users and just under 1,800 new sessions.
- There has been a considerable increase in organic, direct, social, and referral website searches.

Website updates: Staff posted Board appointment information; a dated transparency certificate has been removed.

\*For reference, website reports are attached.

## Meet and Greets with Elected Officials

- January 6, 2021 – Assembly Member Kevin McCarthy
- January 19, 2021 – Sacramento County Supervisor Phil Serna
- January 20, 2021 – City Council Member Councilmember Jeff Harris
- February 10, 2021 – Sacramento County Supervisor Rich Desmond
- February 17, 2021 – Sacramento Mayor Pro Tem Angelique Ashby
- February 23, 2021 – City Council Member Katie Valenzuela

The following representatives were not available to meet with RD1000:

- Dr. Richard Pan, Senator
- Doris Matsui, Congresswoman
- Mat Conant, Sutter Co. Supervisor

## Neighborhood Associations

Staff reached out to several homeowner groups last fall to schedule meetings with GM King. Due to Covid-19 and social distancing, homeowner groups were not willing to meet in-person or virtually. Staff will continue to seek out opportunities to meet as distancing restrictions loosen and meetings resume.

General Manager King will meet with Natomas Econ Group to discuss the CIP.

A new round of meeting requests and have been sent to the following HOA groups:

Four Seasons Westshore	No callback. Will follow up with Westshore Assn.
No	No callback. Emailed 3/10/21
Heritage Park	Email bounced. No callback. Need new contact information
Natomas Park Association	Emailed 10/15/20 and 3/10/21
Natomas Rotary	Not currently holding meetings. Emailed 3/10/21
Natomas Unified School District (contact Public Relations Director) Superintendent	Emailed 3/18/21
North Natomas Community Assn	Emailed 3/10/21
Regency Park Neighborhood Association	Emailed 3/10/21

Roca	Emailed 3/10/21
South Community Association	Emailed new President on 3/10/21
Swallows Nest	Meeting canceled. Need to reschedule.
Valley View Acres	Meeting Canceled. Need to reschedule
Westshore Association	Reschedule
Willow Creek	Emailed 3/10/21
Witter Ranch Community Alliance	Emailed 3/10/21

## Identifying PR Opportunities

### **Cultivating Relationships**

Staff continues to grow a relationship with Natomas Buzz and have placed an ad for Board Appointment with their online publication along with cross-promotion on Buzz’s social media platforms. RD1000 has renewed its annual membership with the Natomas Chamber of Commerce.

### **Events**

In-person events continue to be canceled due to ongoing social distance requirements.

## Press

N Magazine November 2020 – “Building for Our Flood Protection”

N Magazine December 2020 – “Roadmap to the Future”

N Magazine February 2021 – “Don Caldwell Retirement Profile” (by Karen Pardick)

N Magazine March 2021 – “Get on Board!”

## Newsletters

Trustee Thom Gilbert inquired about the District sending out a newsletter in February 2021. The Committee should discuss whether staff should produce a newsletter, topics to consider, and how they should be circulated. Design, printing, and circulation (if mailed) may need consideration during FY 2021-2022 Budget reviews.

## Promotional Displays and Giveaways

### **Displays**

Retractable banner – design revised and finalized (gradient increased and text height adjusted up); staff is awaiting final proof approval to move forward with ordering banners.

Retractable displays will be used for various off-site outreach events that we hope to use at some point in the future.

### **Giveaways**

Items were available to the public to take as they dropped off election ballots. Pocket-size hand sanitizers were the most coveted take-a-way. We gave away close to 100 bottles. Other promotional items (pamphlets, coloring & activity book, cell phone wallet, magnets) were also made available to take.