

**AGENDA
BOARD MEETING OF RECLAMATION DISTRICT 900**

MAY 15, 2024

Martha Guerrero, President

Norma Alcala, Trustee
Quirina Orozco, Trustee

Verna Sulpizio Hull, Trustee
Dawnte Early, Trustee

Blake Johnson, General Manager/Secretary
Erin McGillian, Assistant General Manager
Greg Fabun, Interim Assistant General Manager
Ralph Nevis, District Attorney

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

5:30 PM CALL TO ORDER

GENERAL ADMINISTRATION – PART I

- 1A. PRESENTATIONS BY THE PUBLIC ON MATTERS NOT ON THE AGENDA WITHIN THE JURISDICTION OF THE DISTRICT. THE AGENCY IS PROHIBITED BY LAW FROM DISCUSSING ISSUES NOT ON THE AGENDA BROUGHT TO THEM AT THIS TIME.
- 1B. MONTHLY/YTD REVENUE AND EXPENSES

CONSENT AGENDA – PART II

2. CONSIDERATION TO ENDORSE THE CENTRAL VALLEY FLOOD PROTECTION BOARD ENCROACHMENT PERMIT FOR THE CITY OF WEST SACRAMENTO'S SOUTH RIVERWALK EXTENSION PROJECT.
Comment: This item seeks Board approval to endorse the City of West Sacramento's South Riverwalk Extension Project. This project is adjacent to the Sacramento River and within the jurisdiction of the Central Valley Flood Protection Board (CVFPB). As part of the CVFPB's permit process, an endorsement from the local maintaining agency (RD 900) is requested.
3. CONSIDERATION OF A CONTRACT WITH THE CALIFORNIA CONSERVATION CORPS FOR MAINTENANCE AND FLOOD FIGHTING
Comment: This item requests Board approval to execute a contract with the California Conservation Corps to assist RD 900 with maintenance and flood fighting and allow the General Manager to sign contract.
4. CONSIDERATION OF A CONTRACT WITH LARSEN WURZEL FOR MANAGEMENT AND SUBMISSIONS OF THE FISCAL YEAR 2024/25, 2025/26, AND 2026/27 TAX ROLLS FOR RECLAMATION DISTRICT 900
Comment: This item requests Board approval to execute a three-year contract with Larsen Wurzel & Associates Inc. for management and submission of tax rolls to Yolo County for the RD 900 drainage assessment.
5. CONSIDERATION OF A CONTRACT WITH LAUGENOUR & MEIKLE FOR MANAGEMENT AND SUBMISSIONS OF THE FISCAL YEAR 2024/25, 2025/26, AND 2026/27 TAX ROLLS FOR RECLAMATION DISTRICT 900 WITHIN THE PREVIOUS RD 537 JURISDICTION
Comment: This item requests Board approval to execute a three-year contract with Laugenour and Meikle for management and submission of tax rolls to Yolo County for the former RD 537 assessment area.

6. CONSIDERATION OF APPROVAL OF THE APRIL 10, 2024 SPECIAL BOARD MEETING MINUTES

REGULAR AGENDA – PART III

7. REVIEW OF DRAFT 2024/25 BUDGET

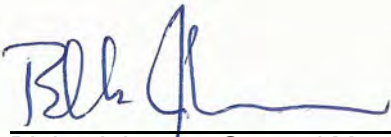
Comment: This item seeks comments from the Board for the 2024/25 Budget.

8. GENERAL MANAGER UPDATES

9. TRUSTEE COMMENTS

10. ADJOURN

I, Blake Johnson, General Manager/Secretary, declare under penalty of perjury that the foregoing agenda for the May 15, 2024 meeting of Reclamation District 900 was posted on May 10, 2024, at the rear entrance of the City of West Sacramento City Hall, 1110 West Capitol Avenue, West Sacramento, CA and at the office of Reclamation District 900, 889 Drever Street, West Sacramento, CA, and was available for public review.



Blake Johnson, General Manager/Secretary
Reclamation District 900

All public materials related to an item on this agenda submitted to the District after distribution of the agenda packet are available for public inspection on the District's website at: www.rd900.org. Any document provided at the meeting by staff will also be available to the public. Any document provided at the meeting by the public will be available the next business day following the meeting.

Reclamation District 900
July '23 - March '24 Financials

	Current FY as of February '24	March '24	Total
Revenue			
4000 Assessments	2,656,906	-	2,656,906
4010 WSAFCA	846,465	-	846,465
4020 Interest Income	142,634	-	142,634
4100 Funding Agreements	104,249	-	104,249
4111 RD 811 Power Reimbursement	15,989	-	15,989
4200 Miscellaneous	164	-	164
4300 Retiree Healthcare	4,252	-	4,252
Total Revenue	3,770,659	-	3,770,659
Expenditures			
5000 Administrative	206,347	25,885	232,232
5200 Labor & Related	491,653	93,342	584,995
5400 Operations & Maintenance	215,402	55,135	270,537
6000 Repair Replacements & Rehab	665,848	6,728	672,576
Total Expenditures	1,579,250	181,090	1,760,340
Change in Fund Balances	2,191,409	(181,090)	2,010,319

For Management Use Only

MEETING DATE: May 15, 2024

ITEM # 2



SUBJECT:

CONSIDERATION TO ENDORSE THE CENTRAL VALLEY FLOOD PROTECTION BOARD ENCROACHMENT PERMIT FOR THE CITY OF WEST SACRAMENTO'S SOUTH RIVERWALK EXTENSION PROJECT

INITIATED OR REQUESTED BY:

- Council Staff
- Other

REPORT COORDINATED OR PREPARED BY:

Blake Johnson, General Manager

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The objective of this report is to obtain the Reclamation District 900 (District) Board of Trustees (Board) approval to endorse the Central Valley Flood Projection Board (CVFPB) encroachment permit for the City of West Sacramento's South Riverwalk Extension Project.

RECOMMENDED ACTION

Staff respectfully recommend that the Board endorse the City of West Sacramento's encroachment permit for the CVFPB.

BACKGROUND

The existing Riverwalk Trail currently spans along the west bank of the Sacramento River riverfront, commencing at the I Street Bridge and concluding at the Mill Street Pier. The City of West Sacramento ("City") aims to construct a Class 1 trail from the Mill Street Pier to a location approximately 750 feet south of the Pioneer Memorial Bridge (US 50). The primary project objectives are to establish and maintain a reliable flood protection and maintenance corridor for R900, provide First Responders a reliable access corridor along the Sacramento River, and to broaden public access to the Sacramento River by constructing this extension.

The trail extension will be situated on top and to the west (landside) of the theoretical levee prism within the City's Pioneer Bluff and Bridge District. Additionally, this project will enhance the levee prism and flood fighting capabilities. New planting areas will be incorporated to mitigate runoff and facilitate stormwater infiltration.

ANALYSIS

RD 900 has jurisdiction over the operations and maintenance corridor along the Sacramento River in this location. This project does not interfere with the District's operations and maintenance. The City will be responsible for the maintenance of the asphalt trail and landscaped area through future agreements with the District. The landscaped area would be consistent with the landscaping that has occurred within the Bridge District.

Alternatives

Staff recommends the Board approve and sign the endorsement for this project.

Secondary alternative is to reject this endorsement. This alternative is not recommended. This would require the City to re-evaluate their Riverwalk Trail program.

Coordination and Review

This report was prepared in coordination with District counsel.

Budget/Cost Impact

There is no cost to the District.

ATTACHMENT

- Application CVFPB Encroachment Permit (Form 3615)
- Environmental Assessment for CVFPB (Form 3615A)
- Site Plan

APPLICATION FOR A CENTRAL VALLEY FLOOD PROTECTION BOARD ENCROACHMENT PERMIT

Application No. _____ (For Office Use Only)

1. Description of proposed work being specific to include all items that will be covered under the issued permit.

The City of West Sacramento is planning to extend the existing trail from Mill Street Pier to a point approximately 750 feet south of the Pioneer Memorial Bridge (US 50). The current Riverwalk Trail follows the Sacramento River waterfront from the I Street Bridge to its endpoint at Mill Street Pier. For further information, please refer to the attached plan and cross sections detailing the proposed South Riverwalk extension.

2. Project

Location: Yolo County, in Section Mount Diablo
Township: T8N (S), Range: R4E (W), M. D. B. & M.
Latitude: 38.571707 Longitude: -121.517240
Stream: Sacramento River, Levee: Yes Designated Floodway: N/A
APN: _____

3. Traci Michel, Dir. of Econ Development and Housing of 1110 West Capitol Ave.
Name of Applicant / Land Owner Address

West Sacramento CA 95691 (916) 617-4627
City State Zip Code Telephone Number
tracim@cityofwestsacramento.org
E-mail

4. Jay Punia of Wood Rodgers Inc.
Name of Applicant's Representative Company

Sacramento CA 95816 (916) 870-0770
City State Zip Code Telephone Number
jpunia@woodrodgers.com
E-mail

5. Endorsement of the proposed project from the Local Maintaining Agency (LMA):

We, the Trustees of Reclamation District 900 approve this plan, subject to the following conditions:
Name of LMA

Conditions listed on back of this form Conditions Attached No Conditions

Trustee Date Trustee Date
Trustee Date Trustee Date

SOUTH RIVERWALK EXTENSION PROJECT

CITY OF WEST SACRAMENTO

CALIFORNIA

DECEMBER 2023

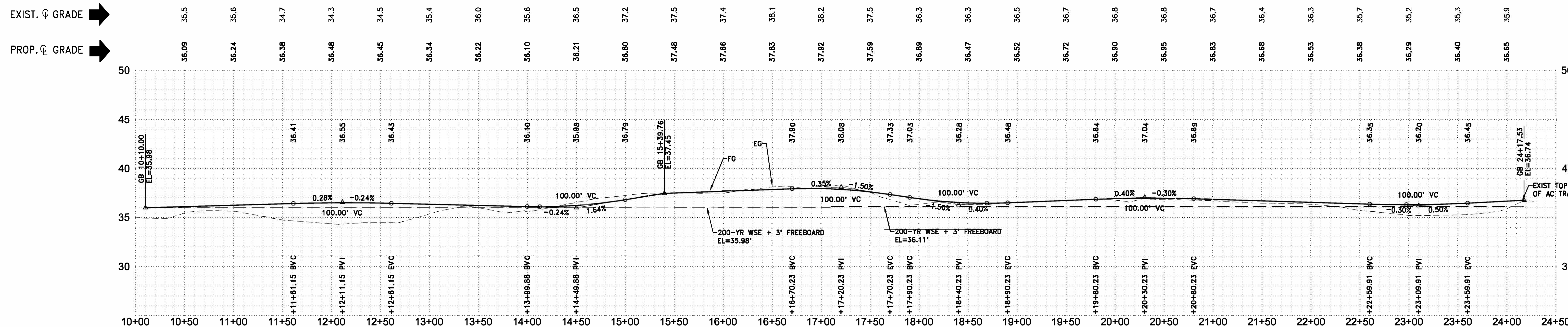
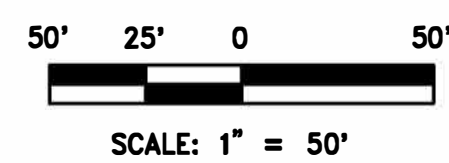
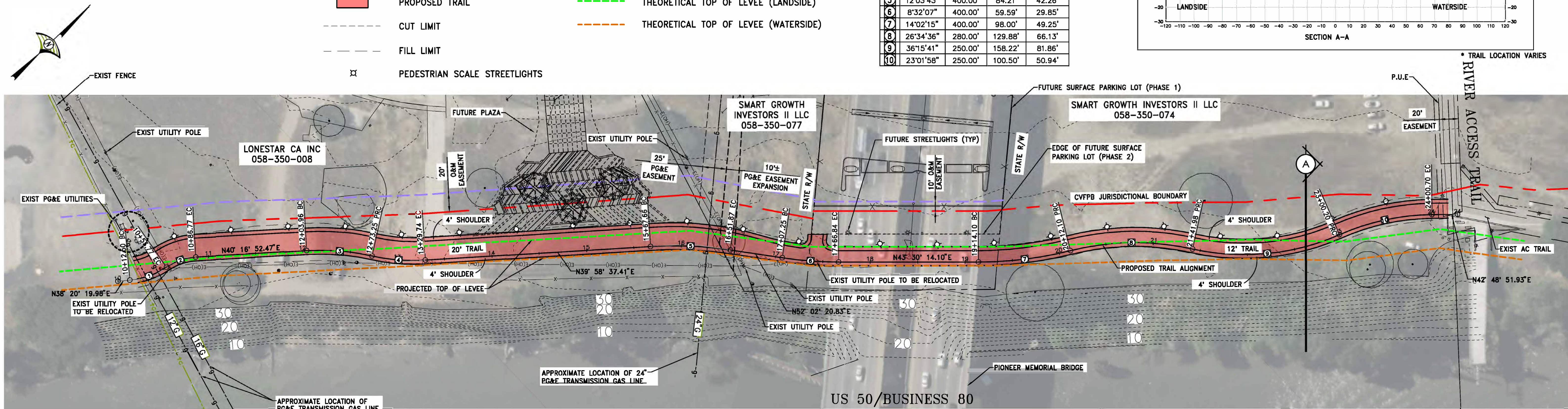
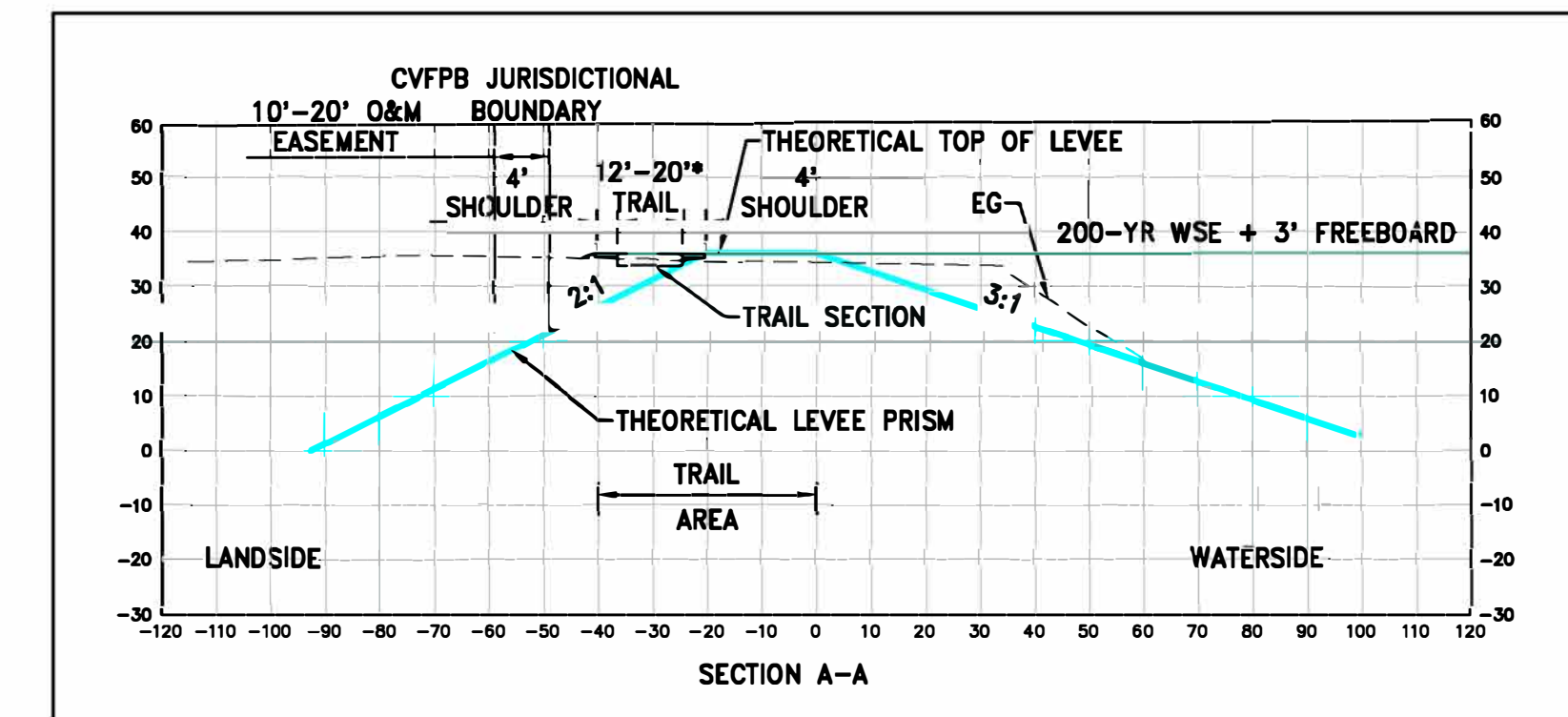
ABBREVIATIONS:

- AC ASPHALT CONCRETE
- CVFPB CENTRAL VALLEY FLOOD PROTECTION BOARD
- EXIST EXISTING
- R/W RIGHT OF WAY
- TYP TYPICAL

LEGEND:

- TREE
- EXIST BRIDGE COLUMN
- PROPOSED TRAIL
- CUT LIMIT
- FILL LIMIT
- PEDESTRIAN SCALE STREETLIGHTS
- O&M EASEMENT
- CVFPB BOUNDARY EASEMENT
- THEORETICAL TOP OF LEVEE (LANDSIDE)
- THEORETICAL TOP OF LEVEE (WATERSIDE)

CURVE DATA			
#	DELTA	RADIUS	LENGTH
1	29°33'46"	80.00'	41.28'
2	31°30'19"	60.00'	32.99'
3	15°52'45"	250.00'	69.29'
4	16°11'00"	200.00'	56.49'
5	12°03'43"	400.00'	84.21'
6	8°32'07"	400.00'	59.59'
7	14°02'15"	400.00'	98.00'
8	26°34'36"	280.00'	129.88'
9	36°15'41"	250.00'	158.22'
10	23°01'58"	250.00'	100.50'



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MEETING DATE: May 15, 2024

ITEM # 3



SUBJECT:

CONSIDERATION OF A CONTRACT WITH THE CALIFORNIA CONSERVATION CORPS FOR MAINTENANCE AND FLOOD FIGHTING

INITIATED OR REQUESTED BY:

Council Staff

Other

REPORT COORDINATED OR PREPARED BY:

Blake Johnson, General Manager

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The objective of this report is to present sufficient information to the Reclamation District 900 (RD 900/District) Board of Trustees (Board) to execute a contract with the California Conservation Corps for Maintenance and Flood Fighting.

RECOMMENDED ACTION

Staff respectfully recommends that the RD 900 Board:

1. Authorize the General Manager to execute a contract with the California Conservation Corps (CCC).

BACKGROUND

The CCC program provides job skills training, educational opportunities, and an awareness of the State's natural resources to young adults ages 18 – 25 years old. The CCC crews work on a variety of projects, from fire prevention to flood fighting.

ANALYSIS

The CCC works for a wide range of project sponsors throughout California, including state agencies, federal agencies, city and county agencies, school and special districts, and nonprofit organizations.

The California Conservation Corps is legislatively mandated to respond to natural or manmade disasters in California. Corpsmembers have assisted with a variety of emergencies, including fires, floods, oil spills, earthquakes, and agricultural emergencies.

The District and City of West Sacramento are severely understaffed in the event of a significant flood. Filling and placing sandbags are a very strenuous activity. CCC can provide staff augmentation when the occasion arises. CCC can also assist with manual maintenance activities where District equipment has no access.

The CCC has set fees for their crew members: \$32/hour. Prior to executing a task with CCC, District staff will request an estimate for work to be performed. Additional costs could be incurred such as room and board and supervisor time based on duration and/or location of task(s).

Alternatives

Staff recommends the Board approve the contract with CCC as presented in the recommended actions. Alternatively, the Board may choose not to execute. The District would then need to go out to Request for Proposals for emergency support or the Board would need to declare an emergency so that the District could bring in contractor(s) immediately and without doing formal requests.

Coordination and Review

This report was prepared in coordination with District staff and District Counsel.

Budget/Cost Impact

The cost of the services is very dependent on activities the District requests of CCC. At this time, the District would have no requests for services. The District Budget has line items for consultant services and can add an a line item for CCC for \$13,000. This would be approximately a week's worth of work for a crew of 10.

ATTACHMENT

1. CCC Sponsor Agreement



**SPONSOR AGREEMENT (CCC-96)
(for Governmental Entity - Local)**

This Sponsor Agreement (Agreement) is entered into by the California Conservation Corps (CCC), State of California and

Sponsor's Name: _____, a State of California Local Public Entity (Sponsor).

WHEREAS, the CCC is statutorily mandated to provide job skills training, educational opportunities and an increasing awareness of the State's natural resources to young adults;

WHEREAS, the CCC is authorized to work on projects in rural and urban areas that, provide a benefit to the public by, among other things, preserving, maintaining and/or enhancing the lands and water of the State of California, directly contributing to the conservation of energy and/or assisting in fire prevention and suppression;

WHEREAS, the CCC is authorized pursuant to the California Public Resources Code Section 14306 to execute contracts for furnishing the services of the CCC to any federal, state or local public entity, any local or statewide private organizations, and any person, firm, partnership, or corporation concerned with the objectives of the CCC program as specified in California Public Resources Code Sections 14000 and 14300;

WHEREAS, the Sponsor can provide opportunities for public service through meaningful and productive work projects;

WHEREAS, each party to this Agreement is duly authorized to enter into this Agreement; and

WHEREAS, the parties to this Agreement find and determine that it would be to their mutual advantage and the public benefit to join together to accomplish the purpose herein, and coordinate their power, authority and expertise for the CCC to use its corpsmembers and employees to accomplish projects specified by Sponsor and agreed to by the CCC;

CCC-96 LG (rev. 07/2022)





NOW THEREFORE, in consideration and recognition of the above, the Sponsor and CCC (collectively referred to herein as “the parties”) agree as follows:

A. Documentation of Projects

1. Sponsor will submit project proposals to the CCC.
2. The CCC shall work with Sponsor to include details of project proposals in a CCC Project Evaluation and/or other appropriate forms and documentation where applicable.
3. No project work will begin without CCC Project Evaluation documentation being signed by the parties’ representatives.
4. The documentation for any project necessarily incorporates into it this Agreement.
5. If there should be a conflict with terms and conditions contained in any other documents related to the parties’ relationship or any project related thereto, the terms and conditions set forth in this CCC 96 will take precedence.
6. Unless otherwise specified in the project documentation, the parties agree to accept documents that are electronically signed in accordance with Government Code Section 16.5.

B. Parties Obligations:

1. Sponsor agrees:
 - a. To pay for all costs, including but not limited to, labor, material and supply costs negotiated and agreed to by the parties that are directly related to and necessitated by the project and that are set forth in the project documentation;
 - b. To make available to the CCC adequate plans, specifications, materials, supplies, equipment and/or special labor requirements to complete the project as determined and agreed to by the parties as specified in the project documentation;
 - c. To provide adequate technical supervision as determined and agreed to by the parties;
 - d. To obtain approvals, clearances, and permits required by any local, state, tribal, or federal entity, law, or regulation;
 - e. To the extent any project involves the CCC performing work on private property, the Sponsor shall obtain and/or has obtained all necessary approvals, authorizations and/or permits from the owners

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- of said private property before the CCC begins project work on said property and that the CCC is authorized to perform the project work on said private property;
- f. To obtain clearances and/or meet requirements, if any, of trade unions or other labor organizations occasioned by the participation of the CCC in the project;
 - g. To provide project sites that, to the best of the Sponsor's knowledge, are free of any known hazardous materials, but if there are any known hazardous materials present, the Sponsor shall provide the location, identity, and amounts of such hazardous materials as well as the associated Safety Data Sheets;
 - h. To provide or reimburse the CCC for acceptable temporary living accommodations for CCC personnel engaged in working on a project if: (1) the project is located at a site that is more than a one-hour drive from the designated CCC base center; and, (2) provision of such living accommodation is determined necessary by the parties;
 - i. To conduct an orientation with CCC personnel at the commencement of each project to explain the technical aspects, safety requirements and other relevant information necessary for the CCC to successfully complete the project including the identification of restroom facilities or alternatives;
 - j. To work with the CCC to conduct an educational or training presentation at the CCC base center or project site to CCC Corpsmembers; and,
 - k. To consider authorizing the CCC to place a sign, plaque or emblem on the project site that presents the CCC's contribution to the project.
2. CCC agrees to:
- a. Review project proposals submitted by the Sponsor and work with Sponsor to prepare project documentation for those proposed projects that are covered by the CCC's statutory mandate, consistent with the CCC's organizational priorities and within the CCC's operational capabilities;
 - b. Provide CCC personnel, equipment and materials to perform the obligations specified in the project documentation. The CCC will





- only use personnel who have received adequate prior training and are sufficiently equipped for and alerted to the general nature of the hazards inherent in the scope of work; and,
- c. Provide its personnel with Workers' Compensation coverage and benefits that are administered by the State Compensation Insurance Fund in accordance with the California Labor Code.
3. The Sponsor and CCC mutually agree to the following:
- a. This Agreement is not intended to affect the legal liability of either of the parties by imposing any standard of care other than the standard of care imposed by law;
 - b. Mutual Indemnification:
 - i. To the extent permitted by law including Article XVI, sections 1 and 6 of the California Constitution, and the California Claims Act, the CCC agrees to hold harmless and indemnify the Sponsor against any liability, damage, or loss legally determined to have occurred as a result of performance or failure to perform under this Agreement and/or the project documentation caused by the acts and/or omissions of any person directly employed by, enrolled in or under the control or supervision of the CCC while performing the work set forth in this Agreement and/or the project documentation; and,
 - ii. The Sponsor agrees to hold harmless and indemnify the CCC against any liability, damage, or loss legally determined to have occurred as a result of performance or failure to perform under this Agreement and/or the project documentation caused by the acts and/or omissions of any person directly employed by or under the control or supervision of the Sponsor while performing the work set forth in this Agreement and/or the project documentation;
 - c. Insurance:
 - i. The State of California has elected to cover its motor vehicle and general liability exposure through claims procedures instituted in accordance with the California Government Code provisions and the other provisions of





the law relating to such liability. Pursuant to those procedures, tort liability claims should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052; <https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance-Management-Services-List-Folder/File-a-Government-Claim?search=government%20claim%20form> in accordance with the California Government Code and the other provisions of the law governing submission of such claims. In addition, unless notified otherwise or on behalf of the CCC, motor vehicle liability claims should be presented to the Office of Risk and Insurance Management (ORIM), P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052 (link above). It should be noted, however, that the willingness of ORIM to receive such motor vehicle liability claims does not constitute a waiver by the State of California or the CCC of the time limits or procedures provided by law or the filing of claims relating to such motor vehicle liability. It also should be noted that the addresses set forth in this paragraph are subject to change; any claimant is advised to verify the accuracy of and currency of the addresses for filing claims, and by setting forth addresses in this paragraph, neither the State of California nor the CCC is waiving any time limits or procedures provided by law for filing claims related to alleged motor vehicle or general liability or any other alleged liability.

- ii. The California Department of Human Resources has entered into a Master Agreement with the State Compensation Insurance Fund to administer Workers' Compensation benefits for State employees and Corpsmembers as required by the California Labor Code.





- d. The California Labor Code Section 1720.4(c) specifically exempts the CCC from paying state prevailing wages to Corpsmembers when engaged in public works projects. The CCC is not subject to the federal prevailing wage requirements set forth in the Davis-Bacon Act (Title 40 USC 276A et seq.) when providing labor on federal government contracts. Title 29 of the Code of Federal Regulations (CFR), Section 5.2(h) specifically provides that a State is not considered a contractor under statutes providing loans, grants, or other federal assistance in situations where construction is performed by its own employees and/or personnel;
- e. The California Business and Professions Code, Section 7040 exempts the State of California from contractor licensing requirements. The CCC is a state entity subject to the exemption;
- f. Improvements and Land Use:
 - i. All improvements constructed in whole, or in part by the CCC on lands owned or controlled by the Sponsor will remain the property of the Sponsor;
 - ii. Permission to camp and/or perform work on lands owned or controlled by Sponsor does not in any way convey to the CCC, its staff or any person or persons working with the CCC in the performance of said work, employee status that would extend to them the benefits afforded to permanent employees of Sponsor;
- g. Emergency Services and Possible Delays:
 - i. The CCC is required to provide emergency services when directed by the Governor of the State of California pursuant to an Executive Order, the Office of Emergency Services (Cal OES), Department of Forestry and Fire Protection (CAL FIRE) and other agencies charged with responding to emergencies throughout California arising from fire, flood, wind, and other natural and man-caused disasters.
 - ii. The CCC may be required to temporarily suspend or permanently cease work on projects due to required emergency response or emergency conditions. The parties agree that any delay in completing the work by the CCC due to response to an emergency shall be excused and costs incurred by the delay shall be the responsibility of the Sponsor.





- iii. The resources of the CCC are limited and the public service conservation work of the CCC may be altered in priority from time-to-time. The parties agree that other than delays caused by the CCC's response to an emergency, all other delays by either party shall be excused and costs caused by delays shall be the responsibility of the party incurring such costs.
- h. Audit: It is mutually agreed that, pursuant to California Government Code, § 8546.7, any project performed under this Agreement that involves the expenditure of public funds in excess of ten thousand dollars (\$10,000) shall, along with the Parties thereto, be subject to the examination and audit of the California State Auditor for a period of three years after final payment under said project. Such audit may be triggered at the request of the public entity expending said funds or as part of any California State Auditor audit of said public entity.
- i. All contracts relating to the construction or operation of a project will contain a clause prohibiting discrimination and/or harassment against any person, employee or employee applicant engaged in the project work on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, and denial of family care leave;
- j. Budget Contingencies:
 - i. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State of California and the CCC shall have no liability to pay any funds whatsoever to Sponsor or to furnish any other considerations under this Agreement or related project documentation and Sponsor shall not be obligated to perform any provisions of this Agreement or related project documentation; and,
 - ii. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State of California and the CCC shall have the option to either cancel this Agreement with





- no liability occurring to the State of California or CCC, or offer an amendment to the Agreement reflecting the reduced amount;
- k. Subject to the provisions herein, all remedies allowed by law are available to either party for enforcement of this Agreement. Any waiver of rights by either party or any matter relating to this Agreement shall not be deemed to be a waiver unless in writing and approved by both parties and shall not be a waiver to any other provision or matter relating to this Agreement;
 - l. If any part of this Agreement is found to be invalid the remainder of the Agreement shall continue in full force and effect;
 - m. Neither the CCC nor the Sponsor may assign this Agreement or any interest therein without the written consent of the other party;
 - n. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties;
 - o. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California;
 - p. This Agreement shall remain in effect unless terminated upon thirty (30) days written notice from either party; and,

CONTINUED ON NEXT PAGE





- q. Each Party and its respective agents executing this Agreement warrants and represents that it has the full power and authority to execute, deliver and perform the obligations under this Agreement and that each Party's performance hereunder has been duly authorized by all requisite actions on the part of that Party.

Sponsor Information:

Sponsor Name:	Sponsor Department:
Address:	
Contact Person:	Phone:
Email Address:	

SIGNATURES

In Witness Whereof, the parties have agreed to the conditions of this Agreement as of the date shown below.

Sponsor Representative Signature:	
Print Name:	Date:

CCC District Director/Region Deputy Signature:	
Print Name:	Date:



**LOCAL EMERGENCY DISPATCH AGREEMENT
BETWEEN
CALIFORNIA CONSERVATION CORPS
AND**

This Emergency Dispatch Agreement is established between the California Conservation Corps, Emergency Services Unit referred to as the CCC and _____ referred to as the Sponsor.

I. INTRODUCTION

The Sponsor and CCC have established this agreement for the purpose of utilizing CCC crews to respond to and provide assistance on emergency work projects. CCC civil service staff are trained in the Incident Command System (ICS), Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). CCC Crews are trained and experienced in emergency response and the CCC provides them with transportation, basic hand tools and supervision.

TYPES OF EMERGENCIES & MITIGATION WORK:

Examples of the CCC's emergency response and mitigation work capabilities include, but are not limited to:

- A. Flood and Flood Control – Fill and move sandbags, sand bagging, debris removal assistance, levee wave wash protection, and evacuation assistance measures.
- B. Oil Spill – Crews responding to oil spill emergencies are trained in 24-hour Hazardous Waste Operations and Emergency Response (HAZWOPER). This training identifies the types of responses CCC can provide, such as clean-up of beaches, streams, banks, roadways, rescue, or removal of oiled wildlife.
- C. Pest Eradication - Education and information activities (leafleting), stripping and removal of host material (fruit), construction and installation of devices for application of pest control.
- D. Search and Rescue - Searching for missing persons in dense or rugged terrain.
- E. Earthquakes - Debris removal assistance, shelter set-up and assistance, water/food distribution, crowd control.
- F. Mitigation Work - Includes water shed protection, reseeding, stream clearance, tree planting, soil, and slope stabilization.
- G. Snow Removal – Manual removal of accumulated snow from identified areas.
- H. Firefighting – Crews responding are fire-line qualified Type II Fire Crews with qualified overhead.
- I. Other - _____

II. CCC AGREES TO:

- Provide the Sponsor with **one or multiple** crew(s) for initial response within 24 hours of Sponsor's request or as soon as a crew(s) becomes available.
- Upon Sponsor's request, arrange additional crews to respond.
- Provide CCC personnel with transportation, personal safety and inclement weather gear, basic hand tools, and chain saws.
- Provide worker's compensation coverage for CCC crews and civil service staff.
- Provide civil service staff supervisor for all crew(s).
- Provide Sponsor with the following documents for approval.
 - 96 Sponsor Agreement
 - 96A Sponsor Agreement Addendum
 - CCC 58 Project Evaluation for each emergency dispatch
- Invoice the Sponsor within 30 days of completion of emergency work.
- Other: _____

III. SPONSOR AGREES TO:

- Review and approve CCC 58 Project Evaluation, 96 Sponsor Agreement, 96A Sponsor Agreement Addendum.
- Provide technical supervision for emergency work assignments.
- Provide, when needed, sleeping arrangements, sanitary facilities, and feeding arrangements when crews are beyond reasonable commute distance from their home base (more than one-hour drive).
- Provide specialized tools and equipment that are outside the CCC complement and necessary to perform the work, i.e. dump trucks, chippers, power equipment, etc.
- Provide special safety gear and equipment if outside the normal CCC issue, i.e. vests, rubber gloves, parking cones, etc.
- Provide all materials and supplies necessary, i.e. sandbags, Visqueen, lumber, etc.
- Reimburse the CCC for the following items:
 - All Corpsmember hours worked at the rate of **\$32.00** per hour.
 - Staff (supervisor) overtime hours at the following rates:
C-I at \$47.00 per hour and C-II at \$56.00 per hour.
 - The above rates may be modified without amendment based on changes in the CCC's labor reimbursement rate. CCC will provide a new rate schedule immediately upon notice of change.
- Other: _____

IV. BOTH PARTIES AGREE:

- This agreement will be subject to the terms and conditions of the CCC 96 executed by the parties, attached hereto, and incorporated herein.
- CCC Contact for this agreement is: Michaela Hayden Phone: 916-698-4685 or the **CCC Duty Officer at (916) 599-1415.**
- Sponsor Contact for this agreement is: _____ Phone: _____
- CCC and the Sponsor will maintain complete and accurate records of work time.
- A CCC representative, State auditor, or any duly authorized representative shall have access to all financial transactions and documents pertaining to this agreement.
- All parties shall make such materials available at their respective offices at all reasonable times during the term of this agreement and for no less than three (3) years after the completion of any incident responded to pursuant to this agreement.
- To indemnify and hold harmless the other, its officers, agents, and employees from any and all claims, or demands of liability caused by the indemnifying party during or after completion of any agreed upon project.
- This agreement is may be modified by mutual written agreement and will remain in effect for 3 years (36 months) from the last signature date below, unless terminated upon 30 days written notice from either party to the other.

**CALIFORNIA CONSERVATION CORPS
Emergency Services Unit**

SIGNATURE: _____

PRINT NAME: Michaela Hayden

TITLE: Emergency Services Manager

ADDRESS: 1719 24th St.
Sacramento, CA 95816

PHONE: (916) 698-4685

DATE: _____

**CALIFORNIA CONSERVATION CORPS
Deputy Director of Administrative
Services**

SIGNATURE: _____

PRINT NAME: Tabatha Chavez

TITLE: Deputy Director of Administrative
Services

ADDRESS: 1719 24th St.
Sacramento, CA 95816

PHONE: (916) 341-3137

DATE: _____

SPONSOR

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

ADDRESS: _____

PHONE: _____

DATE: _____

MEETING DATE: May 15, 2024

ITEM # 4



SUBJECT:

CONSIDERATION OF A CONTRACT WITH LARSEN WURZEL & ASSOCIATES INC FOR MANAGEMENT AND SUBMISSION OF THE FISCAL YEAR 2024/25, 2025/26, AND 2026/27 TAX ROLLS FOR RECLAMATION DISTRICT 900

INITIATED OR REQUESTED BY:

Council Staff

Other

REPORT COORDINATED OR PREPARED BY:

Blake Johnson, General Manager

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The objective of this report is to present sufficient information to the Reclamation District 900 (RD 900/District) Board of Trustees (Board) to execute a contract with Larsen Wurzel & Associates Inc. (LWA) for management and submission of tax rolls to Yolo County for the RD 900 drainage assessment.

RECOMMENDED ACTION

Staff respectfully recommends that the RD 900 Board:

1. Authorize the General Manager to execute a three-year contract with Larsen Wurzel & Associates Inc. for a total amount of \$57,000.

BACKGROUND

The District is responsible for the Operation and Maintenance of drainage and related facilities and infrastructure throughout most of the City of West Sacramento. Revenues to support these operations are collected from properties through a special benefit assessment district. The District has traditionally employed professional services firms for data collection, management and placement of assessments on the property tax rolls with Yolo County.

LWA has been performing these services for RD 900 since 2016 and has provided a proposal to continue these services for the 2024/25, 2025/26, and 2026/27 tax years. In addition to submission of the tax rolls to Yolo County, they also prepare and manage direct bills for non-secured properties, follow up with collection attempts and address property owner inquires throughout the tax year.

ANALYSIS

LWA provided a proposal for the FY 2024/25, 2025/26, and 2026/27 assessment management and tax roll submissions for the former 537 service area in the amount of \$57,000.

Staff evaluated the proposal and determined it to be responsive and fair.

Alternatives

Staff recommends the Board approve the contract with LWA as presented in the recommended actions. Alternatively, the Board may choose not to execute and direct staff to return with additional proposals. Staff does not recommend these alternatives as the deadline to submit the tax rolls to the County is August 2024, and the firm has direct experience to perform the needed services efficiently and cost-effectively.

Coordination and Review

This report was prepared in coordination with District staff and District Counsel.

Budget/Cost Impact

The cost of the services requested is included in the O&M budgets for the District.

ATTACHMENT

1. Contract for Services LWA

CONTRACT FOR SERVICES

THIS CONTRACT is made on May 16, 2024, by and between RECLAMATION DISTRICT NO. 900 ("DISTRICT"), and Larsen Wurzel & Associates Inc. ("Consultant").

WITNESSETH:

WHEREAS, the DISTRICT desires consulting services for the Drainage Operations & Maintenance assessment administration for FY 2024/24, 2025/26, and 2026/27; and

WHEREAS, the Consultant has presented a proposal for such services to the DISTRICT, dated April 24, 2024, (attached hereto as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

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

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the DISTRICT. The Consultant shall have no power or authority by this Contract to bind the DISTRICT in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the DISTRICT. The DISTRICT shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Contract by the DISTRICT, and shall be undertaken and completed by October 18, 2027.

B. Consultant's failure to complete work in accordance with Section 2A may result in delayed compensation as described in Section 3.

C. The DISTRICT General Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period equal to the original term of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid [monthly] [at the completion of services] for the actual fees, costs and expenses [for all time and materials required and expended, but in no event shall total compensation exceed fifty seven thousand dollars (\$57,000), without the DISTRICT's prior written approval]. Consultant's fees shall be as specified in the Schedule of Fees, which is attached hereto and incorporated herein as **Exhibit "A"**.

B. Said amount shall be paid upon submittal of a monthly billing showing work performed towards completion of the tasks that month. Consultant shall furnish the DISTRICT with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the DISTRICT's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

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

4. TERMINATION:

A. This Contract may be terminated by the DISTRICT by giving not less than **thirty (30)** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

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

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

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

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

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

6. EXTENSIONS OF TIME:

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

7. PROPERTY OF THE DISTRICT:

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

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the DISTRICT.

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

B. Consultant warrants to the DISTRICT that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the DISTRICT on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the DISTRICT, is no longer employed by Consultant, or is replaced with the written approval of the DISTRICT, which approval shall not be unreasonably withheld.

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

10. SUBCONTRACTING:

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

11. ASSIGNABILITY:

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

12. INTEREST IN CONTRACT:

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

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the DISTRICT, except by court

order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

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

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the DISTRICT, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the DISTRICT. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the DISTRICT as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the DISTRICT with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the DISTRICT. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the DISTRICT as a material breach of this Contract. Approval of the insurance by the DISTRICT shall not relieve or decrease any liability of Consultant.

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

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations.

The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

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

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per occurrence and **\$2,000,000** general and products/completed operations aggregates.

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

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

ii. Endorsement stating insurance provided to the DISTRICT shall be primary as respects the DISTRICT, its officers, officials, employees and any insurance or self insurance maintained by the DISTRICT, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

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

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per accident.

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

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

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

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

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

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

17. MISCELLANEOUS PROVISIONS:

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

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

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

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such

modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

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

the DISTRICT: Blake Johnson
PO Box 673
West Sacramento, CA 95691
bjohnson@rd900.org
916-371-1483

Consultant: Scott Brown, PE
2450 Venture Oaks Way
Suite 240
Sacramento, CA 95833
scott@larsenwurzel.com
530-665-8222

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

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

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

[Signatures on following page]

RECLAMATION DISTRICT NO. 900

By: _____
RD 900 Board President

ATTEST:

By: _____
RD 900 General Manager

APPROVED AS TO FORM:

By: _____
Ralph R. Nevis, RD 900 Attorney

CONSULTANT

By: _____
Title:

EXHIBIT A

Consultant Proposal/Scope of Work



LARSEN WURZEL
& Associates, Inc.

2450 Venture Oaks Way, Suite 240 • Sacramento, CA 95833

www.larsenwurzel.com

April 29, 2024

Mr. Blake Johnson
Reclamation District 900
889 Drever Street
West Sacramento, CA 95691

VIA EMAIL

Re: Reclamation District 900 FY 24/25 through FY 26/27 Drainage O&M Assessment Administration

Dear Mr. Johnson:

Larsen Wurzel & Associates, Inc. (LWA) appreciates the opportunity to submit this proposal to continue to provide consulting services to Reclamation District 900 (RD 900) for the Drainage Operations & Maintenance assessment administration for the next three fiscal years (FY 24/25, FY 25/26, and FY 26/27). LWA has been performing these services for RD 900 since 2016 and is committed to completing each of the next three fiscal year assessment roll updates in a timely manner for submission to Yolo County for collection before the yearly August 10th deadline. Following submission of each fiscal year's assessment roll, LWA will respond to any follow-up questions from the County, prepare direct bills to be mailed by September 30th of each year, and address property owner inquiries throughout each tax year.

Enclosed is LWA's proposal outlining assessment administration services for FY 24/25 through FY 26/27, with an estimated budget of \$57,000.

SCOPE OF SERVICES

The following Scope of Services describes the tasks and timing of work to be completed under this proposal. The period of performance will be June 1, 2024, through May 31, 2027.

Task 1 – Project Management

This task includes general coordination and meetings with RD 900 staff and/or consultants necessary for the preparation of the annual assessment roll. This task also includes preparation of any updates to the administration binder. This task is expected to last the duration of the period of performance stated above.

Task 2 – Assessment Roll Update

This task includes gathering, verification, and research of updated parcel data and integration of updates into the administration record. This task also includes the calculation of the allowable annual escalation rate, preparation of the necessary resolutions, and presentation of the escalation to the RD 900 Board for consideration. This task is expected to be completed during June and July of each assessment year.

Task 3 – Yolo County Assessment Roll Preparation

This task includes preparation of the updated assessment roll for application on the Yolo County property tax roll, preparation of the necessary resolutions, submission to the County, and follow up required to resolve any parcels rejected for collection by the County. The roll will be submitted to the County by the August 10th yearly deadline with follow-up corrections, as necessary, submitted by the August 26th yearly deadline.

Task 4 – Direct Bill Assessment Roll Preparation

This task includes the preparation of the direct bill assessment roll and the production and mailing of the direct bills. This task also includes coordination with RD 900 staff to update the assessment administration database with payments of the previous fiscal year assessment direct bills. This task will be completed following confirmation of any corrections to the County assessment roll in September of each year. The direct bills will be mailed in late September of each year to coincide with the mailing of Yolo County property tax bills.

Task 5 – Assessment Roll Follow Up & Property Owner Inquiries

This task includes researching and addressing any property owner inquiries resulting from the assessment roll submitted to Yolo County or directly billed to by RD 900 to property owners. If necessary, this may include processing any resulting assessment adjustments with the County or with direct bills.

BUDGET

The following table summarizes the proposed budget for administration of the Drainage Operations and Maintenance Assessment for FY 24/25, FY 25/26, and FY 26/27 associated with the above-described tasks and subtasks.

**Reclamation District 900 Assessment Roll Administration
FY 24/25, FY 25/26, & FY 26/27**

Task Description	Proposed Budget
Task 1 – Project Management	6,000
Task 2 – Assessment Roll Update	23,400
Task 3 – Yolo County Assessment Roll Preparation	9,900
Task 4 – Direct Bill Assessment Roll Preparation	11,100
Task 5 – Assessment Roll Follow Up & Property Owner Inquiries	6,600
Total	57,000

Fees are based on a direct cost (hourly rates and direct expenses) not-to-exceed basis. You will only be charged for work actually performed up to the authorized maximum budget. Invoices are sent on a monthly basis for the services provided the preceding month. A statement of accrued and invoiced services to date will be provided with each billing. The standard billing rate schedule for LWA staff has been enclosed with this proposal.

I hope this proposal meets with your approval. If so, LWA will work with you to execute an agreement, or amend the existing agreement, to perform the proposed services. If you have any questions or require any changes to this proposal, please do not hesitate to contact me at (916) 827-1707.

Sincerely,



Scott L. Brown, PE
Principal
Larsen Wurzel & Associates

Encl: LWA Standard Billing Rate Schedule

Larsen Wurzel & Associates, Inc.
Hourly Rate Schedule

Staff Position	2024*
Managing Principal	\$280
Principal	\$275
Senior Consultant	\$280 - \$340
Supervising Project Manager	\$270
Senior Project Manager II	\$263
Senior Project Manager I	\$257
Associate Project Manager II	\$251
Associate Project Manager I	\$246
Project Manager II	\$240
Project Manager I	\$234
Supervising Associate	\$249
Senior Associate II	\$237
Senior Associate I	\$226
Associate III	\$214
Associate II	\$202
Associate I	\$191
Senior Analyst	\$179
Analyst II	\$161
Analyst I	\$144
Supervising Engineer	\$250
Senior Engineer II	\$241
Senior Engineer I	\$234
Project Engineer	\$226
Associate Engineer	\$203
Assistant Engineer II	\$191
Assistant Engineer I	\$179
CAD Tech/GIS Specialist	\$156
Junior Engineer	\$146
Senior Project Coordinator	\$161
Project Coordinator	\$144
Project Assistant	\$137
Technical Editor	\$119
Clerical Staff	\$108
Intern	\$84

**Rates subject to adjustment on January 1st of each year.*

Automobile mileage is billed at the IRS federal reimbursement rate.
Professional services provided by others billed through LWA are billed at cost plus a service charge of 5%.

EXHIBIT B

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

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

CONSULTANTS

By: _____
[Title]

MEETING DATE: May 15, 2024

ITEM # 5



SUBJECT:

CONSIDERATION OF A CONTRACT WITH LAUGENOUR AND MEIKLE FOR MANAGEMENT AND SUBMISSION OF THE FISCAL YEAR 2024/25, 2025/26, AND 2026/27 TAX ROLLS FOR RECLAMATION DISTRICT 900 WITHIN THE PREVIOUS RD 537 JURISDICTION

INITIATED OR REQUESTED BY:

Council Staff

Other

REPORT COORDINATED OR PREPARED BY:

Blake Johnson, General Manager

ATTACHMENT Yes No

Information

Direction

Action

OBJECTIVE

The objective of this report is to present sufficient information to the Reclamation District 900 (RD 900/District) Board of Trustees (Board) to execute a contract with Laugenour and Meikle (LM) for management and submission of tax rolls to Yolo County for the RD 900 drainage assessment.

RECOMMENDED ACTION

Staff respectfully recommends that the RD 900 Board:

1. Authorize the General Manager to execute a three-year contract with Laugenour and Meikle in the amount of \$7,500.

BACKGROUND

The District is responsible for the Operation and Maintenance of drainage and related facilities and infrastructure throughout most of the City of West Sacramento. Revenues to support these operations are collected from properties through a special benefit assessment district. The District has traditionally employed professional services firms for data collection, management and placement of assessments on the property tax rolls with Yolo County.

In 2020, the District’s boundaries were expanded to include the area of West Sacramento previously served by RD 537. As a result, the District now has the responsibility of administering the special benefit assessment district associated with this new area. LM has been performing data collection, management and placement of assessments on the property tax rolls with Yolo County for RD 537 for the past several decades and has provided a proposal to perform these services for the District for that portion of RD 537 that now lies within the District’s boundaries.

ANALYSIS

LM provided a proposal for the FY 2024/25, 2025/26, and 2026/27 assessment management and tax roll submissions for the former 537 service area in the amount of \$7,500.

Staff evaluated the proposal and determined it to be responsive and fair.

Alternatives

Staff recommends the Board approve the contract with LM as presented in the recommended actions. Alternatively, the Board may choose not to execute the contract, and direct staff to return with additional proposals. Staff does not recommend these alternatives as the deadline to submit the tax rolls to the County is August 2024, and the firm has direct experience to perform the needed services efficiently and cost-effectively.

Coordination and Review

This report was prepared in coordination with District staff and District Counsel.

Budget/Cost Impact

The cost of the services requested is included in the O&M budget.

ATTACHMENT

1. Contract for Services Laugenour and Meikle

Client Initials	Consultant Initials
	TCT



**SHORT FORM OF AGREEMENT
BETWEEN CLIENT AND CONSULTANT**

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Project No. **3093-2**

Agreement entered into at **WOODLAND, CALIFORNIA** on this date of **APRIL 24, 2024**,

by and between: _____

Client:	RECLAMATION DISTRICT NO. 900	Consultant:	LAUGENOUR AND MEIKLE
Name:	BLAKE JOHNSON	Name:	TODD C. TOMMERAASON
Address:	P.O. BOX 673	Address:	608 COURT STREET
City, St, Zip:	WEST SACRAMENTO, CA 95691	City, St, Zip:	WOODLAND, CA 95695
Phone:	(916)371-1483	Phone:	(530)662-1755
Mobile:	(916)204-6869	Mobile:	
Fax:		Fax:	(530)662-4602
Email:	BJohnson@rd900.org	Email:	tct@lmce.net
License No:		License No:	P.E. 59277

Client and Consultant agree as follows:

A. Client retains Consultant to perform services for (hereinafter called "project"):

PREPARATION OF RECLAMATION DISTRICT NO. 900 (WEST SACRAMENTO BENEFIT ASSESSMENT AREA - FORMERLY RD 537 AS SHOWN ON ATTACHED MAP) ANNUAL ASSESSMENT ROLL FOR SUBMITTAL TO YOLO COUNTY AND PUBLIC AGENCY INVOICES. CONSULTANT SHALL COMPLETE ITS WORK ON THE PROJECT AND DELIVER PROJECT MATERIALS TO CLIENT FOR ITS REVIEW AS CLOSE TO AUGUST 1ST AS POSSIBLE. CONSULTANT SUBMITTALS TO YOLO COUNTY SHALL BE DELIVERED NO LATER THAN AUGUST 10TH.

B. Consultant agrees to perform the following scope of services:

RESEARCH YOLO COUNTY ASSESSOR'S RECORDS TO COMPLETE NECESSARY CHANGES FOR ANNUAL ASSESSMENT ROLLS & PUBLIC AGENCY INVOICES FOR NEXT THREE (3) YEARS. SUBMITTAL OF ASSESSMENT ROLL TO YOLO COUNTY AS REQUIRED. MAIL INVOICES TO PUBLIC AGENICES.

C. Client agrees to compensate Consultant for such services as follows:

ON A TIME AND MATERIALS BASIS IN ACCORDANCE WITH THE ATTACHED RATE SCHEDULE (EXHIBIT "A") NOT TO EXCEED TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) EACH YEAR FOR THE NEXT THREE (3) YEARS. ANY ADDITIONAL SERVICES BEYOND THE ABOVE SCOPE WILL BE CHARGED IN ACCORDANCE TO THE ATTACHED RATE SCHEDULE.

D. This agreement is subject to the Provisions of Agreement contained in paragraphs 1 through 34, and the provisions of the exhibits attached hereto and made a part hereof. (List exhibits below.)

- EXHIBIT "A" - RATE SCHEDULE**
- EXHIBIT "B" - DISTRICT BOUNDARY MAP**

PROVISIONS OF AGREEMENT

Client and Consultant agree that the following provisions shall be part of this agreement:

1. Client and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this agreement. Both Client and Consultant shall endeavor to maintain good working relationships among members of the project team.
2. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
3. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other. Neither Client nor Consultant shall assign claims arising from the agreement without the prior written consent of the other.
4. This agreement contains the entire and integrated agreement between Client and Consultant relating to the project and the provision of services for the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and Consultant.
5. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the agreement.
6. If any term, condition or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on both the Client and Consultant.
7. This agreement shall be governed by and construed in accordance with the laws of the State of California.
8. Client acknowledges all reports, plans, specifications, field data and notes and other documents, including all such documents on electronic media, prepared by Consultant are instruments of service, and shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of Consultant provided pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement. In the event Client is in default of any of the terms and conditions of this agreement, any license or right to utilize the instruments of service by Client, is automatically revoked.
9. Client agrees not to use or permit any other person to use plans, specifications, drawings, cost estimates, reports or other documents prepared by Consultant which plans, specifications, drawings, cost estimates, reports or other documents are not final and which are not signed and stamped or sealed by Consultant. Client acknowledges that all documents on electronic files, or drawings, reports and data on any form of electronic media generated and furnished by the Consultant, are not final plans or documents. Client shall be responsible for any such use of all non-final plans, specifications, drawings, cost estimates, reports, electronic files, or other documents not signed and stamped or sealed by Consultant. Client hereby waives any claim for liability against Consultant for such use. Client agrees, to the extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from a violation of this paragraph by Client. Client further agrees that final plans, specifications, drawings, cost estimates, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described on page 1 of 7 of this agreement and such use is subject to the terms and conditions of this agreement. Such final plans, specifications, drawings, cost estimates, reports or other documents may not be changed or used on a different project without written authorization or approval by

Consultant. If signed check prints are required to be submitted with a stamp or seal, they shall not be considered final for purposes of this paragraph.

10. In accepting and utilizing any electronic files, or drawings, reports and data on any form of electronic media generated and furnished by Consultant (“electronic files”), Client covenants and agrees that all such electronic files are instruments of service of Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

Client agrees not to use or reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this agreement. Client agrees not to make changes to or transfer these electronic files to others without the prior written consent of Consultant. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes, use, or reuse of the electronic files for any other project by anyone other than Consultant.

~~Client acknowledges that Client and Consultant have agreed on all hardware and software specifications that may be necessary for transmission of electronic files relevant to the project. These specifications, if applicable, are attached as Exhibit _____ to this agreement.~~

~~Electronic files furnished by either party shall be subject to an acceptance period of fifteen (15) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.~~

~~Electronic files, such as computer aided drafting and design files, are not construction documents, and Consultant makes no representation as to their accuracy or completeness. Client is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by Consultant and electronic files, the signed and stamped or sealed hard copy construction documents, copies of which shall be kept by the Consultant, shall govern.~~

~~In addition, Client agrees, to the extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising from any unauthorized changes made by anyone other than Consultant or from any use or reuse of the electronic files for any other project without the express written permission of the Consultant~~

~~Under no circumstances shall delivery of electronic files for use by Client be deemed a sale of a product by Consultant nor shall Consultant’s instruments of service ever be considered a product even if reduced to a written and tangible form, and Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Consultant be liable for indirect or consequential damages as a result of Client’s use or reuse of the electronic files.~~

- ~~11. Client acknowledges Consultant has the right to complete all services agreed to be rendered pursuant to this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to paragraph 22. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to paragraph 22. If Client is in default regarding the Client’s payment obligations under this agreement, and Client requests Consultant continue providing some or all services, Consultant has no obligation to provide any further services unless Client provides financial assurances satisfactory to Consultant.~~

12. Unless the scope of services to be provided by Consultant expressly includes Consultant's assistance in determinations regarding the application of prevailing wages, Client and Consultant acknowledge that it is Client's exclusive responsibility to determine whether the project, which is the subject of this agreement, is a "public work" as defined in California Labor Code Section 1720, or whether prevailing wage rates are to be paid to certain workers in connection with the project, or determine the rate of prevailing wages to be paid certain workers. Consultant will develop its schedule of labor rates in reliance on the determinations of Client. In the event of a dispute regarding whether the project is a "public work", whether prevailing wages are to be paid, or the amount of prevailing wages to be paid to individual workers, Client agrees to pay Consultant for any and all additional costs and expenses (including additional wages, penalties & interest) incurred by Consultant and further agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to the Client's determinations regarding the application of or payment of prevailing wages.
13. ~~If the scope of services contained in this agreement does not include construction phase services for this project, Client acknowledges such construction phase services will be provided by Client or by others and Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees, to the extent permitted by law, to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Consultant.~~
14. ~~If the scope of work of Consultant includes the rendition of professional services for a project which is a common interest development subject to the provisions of Civil Code section 1375, Client agrees to reimburse Consultant for all costs associated with Consultant's participation in the pre-litigation process described in Civil Code section 1375. Further, Client agrees to pay Consultant's fees for time incurred participating in the pre-litigation process. These fees and costs shall be paid as extra services in accordance with paragraph 22. Such extra services shall be paid at Consultant's normal hourly rates in effect at the time Consultant participates in the pre-litigation process. For purposes of this paragraph, a "common interest development" shall be a common interest development as defined in Civil Code section 1375.~~
- ~~Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorney fees and costs, arising from or related to Consultant's participation in the pre-litigation process pursuant to Civil Code section 1375.~~
- ~~Client agrees that if Client receives a Notice of Commencement of Legal Proceedings pursuant to Civil Code section 1375, Client will notify Consultant within 10 days of Client's receipt of the Notice of Commencement of Legal Proceedings, provided the Notice of Commencement of Legal Proceedings either identifies Consultant as a potentially responsible party or the face of the Notice contains information which identifies Consultant's potential responsibility. If Client does not timely notify Consultant, then Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorney fees and costs, arising from or related to Client's failure to timely notify Consultant.~~
15. ~~If Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing, Consultant shall be entitled to continue suspension of the performance of any and all of its obligations pursuant to this agreement where the Client is in default and was in default prior to the filing of the bankruptcy petition. If, upon filing a voluntary petition or an involuntary petition~~

Client Initials	Consultant Initials TCT
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~~in the United States Bankruptcy Court, Client seeks to have Consultant continue to provide services pursuant to this agreement, Client agrees to comply with applicable provisions of the United States Bankruptcy Code to ensure payment for any continuing or reinstated services.~~

- ~~16. Client agrees to provide to Consultant the present name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice. Client will not object to any lawful filing of any lien by Consultant.~~
17. The Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the judgment of the Consultant, increase the Consultant's contractual or legal obligations or risk, or adversely affect the availability or cost of its professional or general liability insurance. Nor shall Consultant be required to sign any documents, requested by any party, including Client, that would result in the Consultant's having to certify, guarantee, warrant or state the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any money due to the Consultant, in any way contingent upon the Consultant's signing any such certification, guarantee, warranty or statement.
18. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated in the judgment of the Consultant. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination. If Consultant elects to suspend or terminate Consultant's services pursuant to this provision, Consultant is entitled to reasonable suspension or termination costs or expenses and Client waives any and all damage claims resulting from any delay or disruption after the suspension or termination..
19. Client agrees that all billings from Consultant to Client are correct and binding on Client unless Client, within thirty (30) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.
- ~~20. Client agrees to pay a monthly late payment fee and not an interest charge, which will be the lesser of one and one-half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing.~~
- ~~21. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or increase in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased costs.~~
22. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this agreement.
- ~~23. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by Client as extra services in accordance with paragraph 22.~~
24. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, power failures, accidents or equipment malfunctions, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or instruments of service promptly, faulty performance by Client or other

contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant shall not be responsible for damages nor shall Consultant be deemed to be in default of this agreement. ~~Further, when such delays occur, Client agrees that, to the extent such delays cause Consultant to perform extra services, such services shall be paid for by Client as extra services in accordance with paragraph 22.~~

- ~~25. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.~~
- ~~26. If the scope of services requires Consultant to estimate quantities, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate. If the scope of services requires Consultant to provide its opinion of probable construction costs, such opinion is to be made on the basis of Consultant's experience and qualifications and represents Consultant's best judgment as to the probable construction costs. However, since Consultant has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.~~
- ~~27. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.~~
- 28. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
- ~~29. In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications, documents, or electronic files prepared by Consultant, which changes are not consented to in writing by Consultant, or (2) Client agrees to, authorizes or permits construction of unauthorized changes in the plans, specifications, documents, or electronic files prepared by Consultant, which changes are not consented to in writing by Consultant, or (3) Client does not follow recommendations prepared by Consultant pursuant to this agreement, which changed recommendations are not consented to in writing by Consultant: Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes, and further agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from the unauthorized changes.~~
- 30. Client agrees that in the event Consultant institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which Consultant's place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.
- 31. (a) Except as provided in subdivisions (b) ~~and (c)~~, in an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, Client and Consultant agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

~~Client and Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.~~

Client Initials	Consultant Initials TCT
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(b) Subdivision (a) shall not preclude or limit Consultant's right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

~~(c) Subdivision (a) shall not preclude or limit Consultant's right to record, perfect or enforce applicable mechanic's lien or stop notice remedies.~~

- 32. Client agrees to limit the liability of Consultant, its principals, employees and subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract, or strict liability, including attorney and expert fees, to the sum of \$45,000 or Consultant's fee, whichever is greater. Client and Consultant acknowledge that this provision and this entire agreement was expressly negotiated and agreed upon between the parties.
- 33. Notwithstanding any other provision of this Agreement, and to the extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, punitive or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other incidental, indirect or consequential damage that either party may have incurred from any cause or action.
- 34. This Agreement creates a non-exclusive and perpetual license for Consultant to copy, use, modify, or reuse any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents of works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared by Consultant under this Agreement.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above.

Client: RECLAMATION DISTRICT NO. 900 Consultant: LAUGENOUR AND MEIKLE

By: _____ By:  _____

Name: BLAKE JOHNSON Name: TODD C. TOMMERAASON

Title: _____ Title: PRINCIPAL, SENIOR CIVIL ENGINEER

Date Signed: _____ Date Signed: APRIL 24, 2024

Client should mail completed contract to the address shown for Consultant.

EXHIBIT "A"
RATE SCHEDULE

PERSONNEL CLASSIFICATION

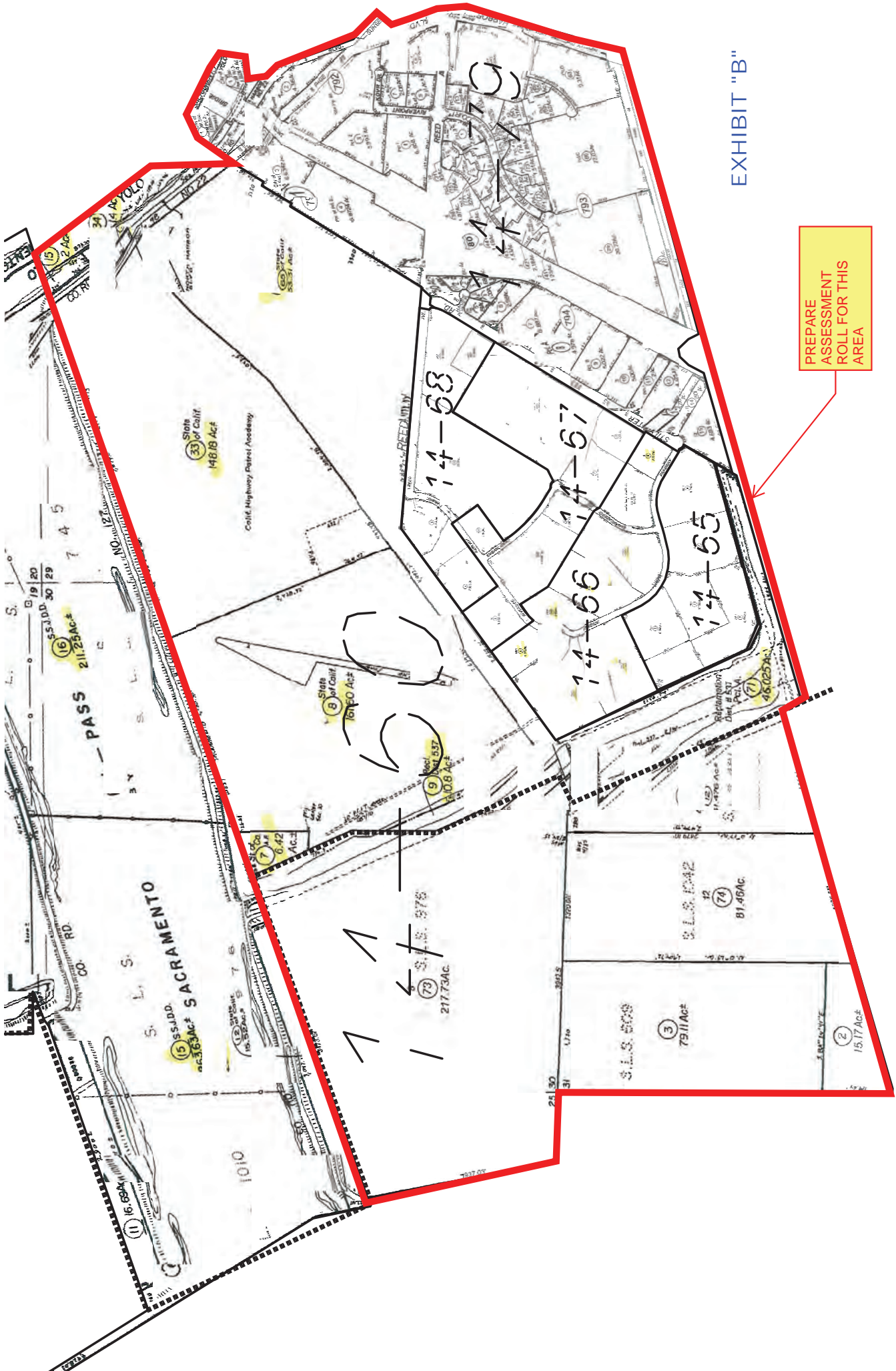
RATE PER HOUR

Principal Engineer	\$240.00
Principal Surveyor	\$240.00
Senior Engineer/Project Manager	\$225.00
Senior Engineer	\$215.00
Senior Surveyor	\$215.00
Associate Engineer	\$200.00
Surveyor	\$190.00
Assistant Surveyor	\$175.00
Assistant Engineer	\$185.00
Assistant Project Manager	\$175.00
Junior Engineer	\$165.00
Technician 3	\$165.00
Technician 2	\$150.00
Technician 1	\$105.00
Clerical	\$ 75.00
Accounting	\$115.00
Survey Party, 1-Man	\$175.00
Survey Party, 2-Man	\$245.00

REIMBURSABLES:

Aerial Drone	—	\$500.00 per Aerial Model
Field Materials	—	Charged at cost plus 15%
Reproduction Items	—	Charged at cost plus 15%
Subconsultants	—	Charged at cost plus 15%
Fees	—	Charged at cost plus 15%
Agency/Utility Maps/Plans	—	Charged at cost plus 15%

EXHIBIT "B"



PREPARE ASSESSMENT ROLL FOR THIS AREA

**RD 900 BOARD MEETING
RECLAMATION DISTRICT 900
April 10, 2024
Minutes**

The Regular Board meeting was called to order at 5:31 PM by President Guerrero. Also in attendance at the meeting were: Trustees Alcalá, Early, Sulpizio Hull, and Orozco, General Manager Johnson, Assistant General Manager Erin McGillian, District Counsel Nevis, and WSAFCA's Paul Dirksen.

GENERAL ADMINISTRATION – PART I

Entry No. 1

Heard General Administration Functions as follows:

- A. Presentations by the public on matters not on the agenda within the jurisdiction of the District. The Agency is prohibited by law from discussing issues not on the agenda brought to them at this time. NA
- B. Monthly/YTD Revenue and expenses reported as shown in Board Packet.

CONSENT AGENDA – PART II

Entry No. 2 - Consideration to endorse the Central Valley flood protection board Encroachment Permit for the proposed Phase 6 Landscaping Project by Smart Growth Investors II, LLC at the corner of Mill and Riverfront Streets

Entry No. 3 - Consideration of a Department of Water Resources Flowage Easement over RD 900 property

Entry No. 4 – Consideration Of Encroachment Permit for Maloney Odin A Joint Venture

Entry No. 5 - Consideration of approval of the February 21, 2024 meeting minutes.

MOTION: Alcalá	SECOND: Early	AYES: Alcalá, Early, Sulpizio Hull, Guerrero
NOES: None	ABSTAIN: None	ABSENT: Orozco

The consent agenda passed 4-0, by roll call vote.

REGULAR AGENDA – PART III

Entry No. 6 - Establish a Budget Committee for the Review of the 2024/25 Budget

GM Johnson stated that in previous years the District had a Budget Committee of two Board members along with the GM. Trustee Early and President Guerrero volunteered. GM Johnson will schedule a meeting to discuss the 2024/2025 FY Budget.

MOTION: Sulpizio Hull	SECOND: Alcalá	AYES: Sulpizio Hull, Alcalá, Early, Guerrero
NOES: None	ABSTAIN: None	ABSENT: Orozco

The consent agenda passed 4-0, by roll call vote.

Entry No. 7 – General Manager Updates (provided in Board Packet, below are the highlights)

GM Johnson introduced the District's new Assist General Manager, Erin McGillian. AGM McGillian brings a Business Degree along with 20+ years in the US Air Force and previous owner of a Bakery to the District. Welcome to the District, Erin!

The District had a pump failure at Touchstone Lake. The pump ran non-stop, draining a majority of Touchstone Lake. The pump has been repaired and fortunately between a few storms and groundwater, the Lake has been restored to its normal level.

Staff continue to work with Dept. of Fish and Wildlife (DFW) to finalize permit requirements. District Staff and consultants are countering mitigation requirements and have invited DFW to visit the site in person so that they

understand the project better. Tree mitigation is one of the major sticking points. DFW wants the District to mitigate non-native trees and the same ratio as native trees.

DFW should respond to the District by mid-April.

Construction of Blacker Canal proposed for summer 2024 but will more than likely need two years to construct.

Staff met with USACE, CVFPB, and DWR for the repair of the slip outs along the landside of the Deep Water Ship Channel caused by winter storms in January 2023. The USACE plans to have the repairs done by November 2024 under the PL 84-99 program. Bi-weekly meetings have been scheduled to keep District apprised of progress.

Staff working with FEMA/Cal-OES for disaster declaration from winter 2022/23.

District Staff met with the City's Fire Department to discuss fire season and maintaining properties that are a fire concern.

WSAFCA's Paul Dirksen presented the following information regarding WSAFCA's Program to date:

Program Completed Projects (pre-federal authorization) from 2008 to 2019: I Street, Rivers, CHP Academy/Yolo Bypass, Southport for a total of \$210 million.

Federal Appropriations and New Construction Start:

Pre-2022, the Program received \$3.9 million in pre-construction, engineering, and design funds.

In 2022, received a new Construction Start and \$25.3 million. Subsequently, the Program received \$72.3 million in 2023 and \$52.8 million. Total Appropriations: **\$154.3 million**.

The President's 2025 Budget contains \$42.4 million for the Program. WSAFCA also supports the budget request of \$600k for the Yolo Bypass Comprehensive Study.

US Army Corps of Engineers as Project Lead, Projects Constructed or in Construction:

The USACE led and completed construction of YBEL-South in 2023.

The YBEL-North Construction contract was awarded in 2023 and is expected to begin construction in May 2024. (WSAFCA led and completed design for the Yolo Bypass East Levee (YBEL) Project in 2019, in advance of the construction new start/funding and provided two construction packages to the Corps, YBEL-South and YBEL-North.)

US Army Corps of Engineers as Project Lead, Projects in Design:

WSAFCA provided PED support to the USACE by providing Surveying and Geotechnical Investigations for the first three segments of Sacramento River North Levee. This effort began in advance of the construction new start/funding in order to keep the overall Project schedule from slipping.

Sacramento River North Levee (SRNL) – Segment 3 (between Brodrick Boat Ramp and Tower Bridge) is in design.

Projects in investigation

- SRNL segments 1 and 2 (from Sacramento Weir to Boat ramp). Design to start summer 2024.
- SRNL erosion evaluation. One or more design packages will start late 2024 or early 2025

- Stone Lock. Design to start late summer 2024.

By 2025, there will likely be five project segments in design to address levee rehabilitation and erosion deficiencies.

Entry No. 6 - Trustee Comments
NA

Entry No. 7 – Adjourn

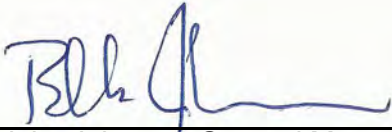
The meeting adjourned at 5:56 PM.

MOTION: Early
NOES: None


SECOND: Orozco
ABSTAIN: None

AYES: Early, Orozco, Alcala, Sulpizio Hull, Guerrero
ABSENT: None

The agenda item passed 5-0, by roll call vote.



Blake Johnson, General Manager/Secretary
Reclamation District 900

MEETING DATE: May 15, 2024		ITEM # 6	
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  <p>SUBJECT:</p> </div> <div style="text-align: center;"> <p>2024-2025 DRAFT BUDGET</p> </div> </div>			
INITIATED OR REQUESTED BY: <input type="checkbox"/> Counsel <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other		REPORT COORDINATED OR PREPARED BY: Blake Johnson, General Manager	
ATTACHMENT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Information <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action			

OBJECTIVE

The objective of this item is to present and discuss the Reclamation District 900 (District) Operations & Maintenance Budgets for Fiscal Year 2024/25.

RECOMMENDED ACTION

Staff respectfully recommends that the District Board of Trustees (Board) hear, discuss, and provide feedback on the draft Fiscal Year 2024/25 Operations & Maintenance Budget.

BACKGROUND

Staff and the District’s CPA, Dustin Dumars, coordinated to prepare a proposed budget for the Board’s information and consideration. The budget is developed with a focus on providing the resources necessary to fund the District’s Operations & Maintenance (O&M) activities during the budgeting period to meet operational objectives while considering the District’s overall financial capacity.

The Capital Improvement Budget will be provided at a future Board meeting for consideration.

This workshop provides information to the Board about the District’s budgeted activities for the current fiscal year and proposes funding requests for the next fiscal year.

ANALYSIS

Prior to the 2022-2023 budget, the District budgeted for three separate funds: 900 Drainage O&M, 537 Drainage O&M, and Levee O&M. For the 2022-2023 budget, these three funds were combined. The 2023-2024 budget is also combined.

Total revenue for the District is expected to be \$3.9 million for FY 24/25. A majority of the revenue comes from Drainage assessments and funding from WSAFCA assessments (91%). Other funding sources include: DWR FMAP, FEMA (reimbursement for the Blacker Canal project), and interest on savings.

Total expenditure for FY 24/25 is approximately \$2.4 million. This does not include Capital Improvement Projects.

Expenses have increased as all vacant positions have been filled. Salaries in the proposed FY 24/25 budget year include a 5% cost of living adjustment and are budgeted at the top step for all positions (GM is the only employee at the top step). A total of 9 employees and temporary help are budgeted for the 24/25 year.

Insurance, electrical and fuel costs have gone up and have been increased for the 24/25 FY.

Salary Adjustments

The Maintenance Worker positions are the “backbone” of the District’s maintenance operations, the high turnover rate (5 positions in 7 years) has caused significant impacts the overall maintenance operations. The district invests significant time and resources training individuals only for them to take that training and licenses/certificates to move on to positions with much higher salaries. Other LMA’s in the region also face these same issues. Management is recommending a COLA. The adjustments have not been formalized nor approved by the Board; a 5% COLA was included in the draft budget to show sufficient funds are available for salary adjustments. The Board would need to approve a COLA for staff.

Benefit Adjustments

With the recommended salary adjustments, District Management also recommends additional benefits for staff the equals those of the City and/or Reclamation Districts in the general vicinity of RD 900.

Cellphone Stipend: The District used CB radios in years past. Today, all employees use personal cell phones for communications with supervisors, calendars, and time keeping. Recommend \$50/month stipend.

Vision Insurance: The District does not currently have a vision plan for employees. This could be added to our current medical insurance policy. Approximate cost: \$1,200/yr for 9 employees.

Short- and Long-Term Disability Insurance: The District does not currently provide this insurance. Approximate cost: \$2,500/yr for 9 employees.

Life Insurance: The District currently does not provide this insurance. Approximate cost: \$750/yr for 9 employees. This would be for a \$50,000 life insurance plan for each employee. If employee so chooses, they can increase their insurance and pay the difference.

Next Steps

Upon receiving the Board's direction on the proposed FY 24/25 O&M budget, salary adjustments, staff will make the necessary changes to the proposed budget(s) and return to the June 2024 Board meeting for final approval.

Alternatives

As this is a discussion of the draft 24/25 budget, there are no alternatives. Board feedback received on this item will be incorporated into the proposed budget for adoption which will be brought to the Board in June.

Coordination and Review

The draft budget was developed by District management in coordination with the District CPA.

Budget/Cost Impact

The 2024-2025 O&M budget recommendations as detailed in this report and attachments, excluding CIP allocations, represents an approximate net increase in fund balance of \$350,000 over the 2023-2024 O&M budget. There is sufficient fund balances in all of the O&M budgets/funds to allocate the amounts requested to CIP. The O&M Surplus would be approximately \$1.5 million and used for Capital Improvement Projects.

ATTACHMENTS

1. RD 900 Operation and Maintenance Draft 2024-2025 Budget
2. Draft Salary Compensation

	July '23-March '24	Projected	Total	Budget '23-'24	Variance	2024-2025 Proposed Budget	NOTE #
Income							
4000 RD 900 Assessments	2,577,572		2,577,572	2,565,806	11,766	\$2,629,123	1
RD 537	79,334		79,334	80,921	(1,587)	\$79,334	2
Total 4000 RD 900 Assessments	2,656,906	-	2,656,906	2,646,727	10,179	\$2,708,457	
4010 WSAFCA	782,060		782,060	782,060	-	\$797,701	3
RD 537 WSAFCA	64,405		64,405	64,405	-	\$65,693	4
Total 4010 WSAFCA	846,465	-	846,465	846,465	-	\$863,394	
4020 Interest Income	142,634	35,000	177,634	55,000	122,634	\$120,000	5
4100 Funding Agreements			-		-		
4130 FEMA	12,338	10,698	23,036	100,000	(76,964)	\$100,000	6
Total 4100 Funding Agreements	12,338	10,698	23,036	100,000	(76,964)	\$100,000	
4110 WUSD Maint Fee		7,000	7,000	7,000	-	\$7,000	7
4111 RD 811 Power Reimbursement	15,989		15,989	8,000	7,989	\$10,000	8
4115 Developer Fee Storm Drain		9,750	9,750	9,750	-	\$9,000	9
4120 DWR		91,911	91,911	185,000	(93,089)	\$104,500	10
4200 Miscellaneous	164	1,617	1,781		1,781	\$0	11
4300 Retiree Healthcare	4,252	(1,500)	2,752	6,500	(3,748)	\$6,500	12
4400 Unrealized Gains from Investments		321,044	321,044		321,044	\$0	13
Total Income	3,678,746	475,520	4,154,266	3,864,442	289,824	\$3,928,851	
Expenses							
5000 Administrative			-		-		
5005 Bad Debt			-		-	\$5,000	14
5010 Permits & Fees	32,821	2,000	34,821	35,000	(179)	\$40,000	15
5011 Assessments Paid	11,943	-	11,943	10,000	1,943	\$14,000	16
5020 Memberships	7,176	2,812	9,988	13,000	(3,012)	\$15,000	17
5030 Liability/Auto Insurance	62,462	23,423	85,885	95,000	(9,115)	\$120,000	18
5040 Professional Fees			-		-		
5041 Legal	13,346	20,000	33,346	40,000	(6,654)	\$40,000	19
5042 Assessments	19,696	1,462	21,158	25,000	(3,842)	\$25,000	20
5043 Accounting & Payroll	24,802	13,300	38,102	45,000	(6,898)	\$50,000	21
5044 City Shared Service			-	10,000	(10,000)	\$10,000	22
5045 Document Management			-	15,000	(15,000)	\$0	23
Total 5040 Professional Fees	57,844	34,762	92,606	135,000	(42,394)	\$125,000	
5050 Office			-		-		
5052 Utilities	9,758	1,643	11,401	15,000	(3,599)	\$15,000	24
5053 Janitorial & Cleaning Supplies	2,829	918	3,747	4,000	(253)	\$4,000	25
5054 Supplies & Software	10,591	4,204	14,795	10,000	4,795	\$15,000	26

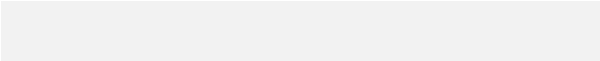
5055 Office Equipment	4,509	1,118	5,627	5,000	627	\$5,000	27
5056 Furnishing	1,775	218	1,993	10,000	(8,007)	\$10,000	28
5057 Other	12,219	390	12,609	4,000	8,609	\$2,000	29
Total 5050 Office	41,682	8,491	50,173	48,000	2,173	\$51,000	
Total 5000 Administrative	213,927	71,488	285,415	336,000	(50,585)	\$370,000	
5200 Labor & Related			-		-		
5210 Compensation			-		-		
5211 Administrative Salary	170,864	57,297	228,161	351,170	(123,009)	\$372,632	30
5212 Field Salaries	220,956	73,359	294,315	385,346	(91,031)	\$560,992	31
5213 OT/Emergencies		-	-	8,000	(8,000)	\$8,000	32
5214 Payroll Taxes	30,398	9,740	40,138	58,921	(18,783)	\$95,000	33
5217 Cellphone Stipend						\$5,500	34
Total 5210 Compensation	422,218	144,059	562,614	803,437	(240,823)	\$1,042,124	
5220 Benefits			-		-		
5221 Medical Insurance	80,539	18,289	98,828	130,000	(31,172)	\$145,000	35
5222 Dental Insurance	4,490	1,448	5,938	6,000	(62)	\$7,000	36
5223 Retiree Medical	20,028	(21,781)	(1,753)	32,500	(34,253)	\$35,000	37
5224 Retirement	51,331	(6,472)	44,859	100,000	(55,141)	\$133,000	38
5225 Vision Insurance						\$1,200	39
5226 ST/LT Disability Insurance						\$2,500	40
5227 Life Insurance						\$750	41
Total 5220 Benefits	156,388	(8,516)	147,872	268,500	(120,628)	\$324,450	
5260 Workers Comp	9,277	4,811	14,088	31,200	(17,112)	\$47,000	42
5270 Uniforms	2,990	1,341	4,331	6,000	(1,669)	\$7,000	43
5280 Training & Licensing	279		279	5,000	(4,721)	\$5,000	44
Total 5200 Labor & Related	591,152	141,695	729,184	1,114,137	(384,953)	\$1,425,574	
5400 Operations & Maintenance			-		-		
5410 Facilities (Pump Stations)			-		-		
5411 Power	131,166	62,203	193,369	200,000	(6,631)	\$215,000	45
5412 Fuel				10,000	(10,000)	\$10,000	46
5413 Supplies/Materials	13,875	2,659	16,534	20,000	(3,466)	\$25,000	47
5414 Repairs				15,000	(15,000)	\$15,000	48
5415 Equipment & Tools	232	18,000	18,232	20,000	(1,768)	\$20,000	49
Total 5410 Facilities	145,272	82,862	228,134	265,000	(36,866)	\$285,000	
5420 Herbicide	15,971	15,762	31,733	55,000	(23,267)	\$55,000	50
5430 Field Services	2,070		2,070	60,000	(57,930)	\$30,000	51
5440 Debris and Trash Disposal	11,066	2,053	13,119	15,000	(1,881)	\$15,000	52
5450 Professional Fees- Maint.			-		-		
5451 Pesticide	11,352	3,500	14,852	15,000	(148)	\$18,000	53
5452 Engineering	15,319	3,500	18,819	19,000	(181)	\$25,000	54

5453 Other	1,153	1,800	2,953	3,000	(48)	\$20,000	55
Total 5450 Professional Fees- Maint.	27,824	8,800	36,624	37,000	(377)	\$63,000	
5460 Equipment			-		-		
5461 Fuel	24,553	24,000	48,553	50,000	(1,447)	\$50,000	56
5462 Repair/Service	22,724	19,000	41,724	42,500	(776)	\$45,000	57
5463 Parts/Supplies	19,085	13,000	32,085	32,500	(415)	\$35,000	58
5464 Rentals	82	8,000	8,082	16,000	(7,918)	\$15,000	59
Total 5460 Equipment	66,444	64,000	130,444	141,000	(10,556)	\$145,000	
Total 5400 Operations & Maintenance	268,647	173,477	442,124	573,000	(130,876)	\$593,000	
Total O&M Expenses	1,073,727	386,660	1,456,724	2,023,137	(566,413)	\$2,388,574	60
O&M Surplus/Deficit	2,605,020	88,860	2,697,543	1,841,305	856,238	\$1,540,277	61

NOTES:

- 1 Drainage assessment from landowners (assumes 2% increase for 24/25)
- 2 Drainage assessment from landowners in the old RD537 area - cannot increase without a Prop. 218
- 3 Assessment from WSAFCA for levee maintenance (assumes 2% increase for 24/25)
- 4 Assessment from WSAFCA for RD537 area (assumes 2% increase)
- 5 Average Investment Interest earnings from Net Income balance (averaged over 5 years)
- 6 FEMA Reimbursement for Grant (Blacker Canal)
- 7 Maintenance of school detention pond
- 8 funds from city for old RD811 area. 51% reimbursement of PGE pumping costs
- 9 Maintenance of drainage facility encroached on by developer
- 10 FMAP Reimbursement (DWR) for maintenance - variance due to calendar yr vs. FY
- 11 Misc, refund, credit
- 12 Retiree fees due to the District
- 13 Investment gains or losses that have not been realized/sold. Not part of the O&M
- 14 hand billed assessments not paid
- 15 Air Quality, Water Quality, Environment Health (fees for District Pump Stations), admin costs for medical/dental, DMV
- 16 Property Flood Assessment fees (District pays fees to WSAFCA)
- 17 CA Special Dist. Assoc, West Sac. Chamber of Commerce, Calif. Assoc of Mutual Water Companies, PAPA (training)
- 18 Insurance increase appr. 20% for 24/25 (equip. lose/industry increase)
- 19 Legal Counsel for District
- 20 Consultant fees for drainage assessment (LWA and LM)
- 21 Accounting/Audit consultants/Paylocity
- 22 City staff supporting District
- 23 Digitizing files of District Documents
- 24 PG&E electric and gas (Drever St, first full year in building)
- 25 Janitorial service
- 26 Software (Office, dropbox, adobe, docusign), paper, office supplies
- 27 Computers/monitors/printers for AGM vacant position
- 28 furnishing for office/replacement furnishings for new hire
- 29 Misc. office expense
- 30 Incl. GM, AGM, Secretary + 5% COLA (Not officially approved by Board) at max. rate

31 Incl. Superintendent, 6 Staff + 5% COLA (Not officially approved by Board) at max. rate
32 Overtime for emergency needs
33 payroll taxes for 9 employes (estimate 10% of all salaries)
34 Cellphone stipend for 9 employees
35 Medical costs for 9 staff members
36 Dental costs for staff 9 staff members
37 District pays medical for retirees
38 District pays into retirement for current and future employees
39 Vision insurance for 9 employees
40 Short and Long term Disability for 9 employees
41 Life insurance for 9 employees (\$50k)
42 For 9 employees (estimate 5% of all employee salaries)
43 Maintenance staff clothing/cleaning
44 Necessary training for staff
45 PG&E (electric power) for pumpstations
46 Diesel Fuel for pumps/generators
47 Supplies for garage at main office and pump stations
48 Repairs at pump stations
49 Equipment for shops (main office)
50 Herbicide chemicals
51 Contractor support for operation and maintenance (tree removal, rodent management)
52 Republic Disposal Service (large trash bin)
53 Consultant, monitors chemicals and water quality
54 MHM, District Engineer
55 Misc. services not covered elsewhere (includes California Conservation Corps)
56 fuel for vehicles
57 vehicle repairs/service
58 vehicle parts
59 rental equipment/vehicles
60 Includes 9 employees (with salary increases) , increases in insurance, electricity, fuel
61 Previous budgets included unrealized gains from investments, the 24/25 budget does not.



2023 Salaries

Position/Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
General Manager	\$130,998.00	\$134,600.45	\$138,301.96	\$142,105.26	\$146,013.16	\$150,028.52	\$154,154.30	\$158,393.55	\$162,750.00
Assistant General Manager	\$105,515.55	\$108,416.70	\$111,398.70	\$114,462.60	\$117,609.45	\$120,844.50	\$124,167.75	\$127,582.35	\$131,090.40
Administrative Assistant	\$49,136.85	\$50,488.20	\$51,876.30	\$53,303.25	\$54,769.05	\$56,275.80	\$57,823.50	\$59,413.20	\$61,047.00
Hourly	\$23.62	\$24.27	\$24.94	\$25.63	\$26.33	\$27.06	\$27.80	\$28.56	\$29.35
Field Superintendent	\$87,929.10	\$90,347.25	\$92,832.60	\$95,385.15	\$98,008.05	\$100,703.40	\$103,472.25	\$106,317.75	\$109,242.00
Hourly	\$42.27	\$43.44	\$44.63	\$45.86	\$47.12	\$48.42	\$49.75	\$51.11	\$52.52
Field Foreman	\$70,343.70	\$72,277.80	\$74,265.45	\$76,307.70	\$78,406.65	\$80,562.30	\$82,777.80	\$85,054.20	\$87,393.60
Hourly	\$33.82	\$34.75	\$35.70	\$36.69	\$37.70	\$38.73	\$39.80	\$40.89	\$42.02
Maintenance Worker II	\$59,792.25	\$61,436.55	\$63,126.00	\$64,861.65	\$66,645.60	\$68,477.85	\$70,361.55	\$72,296.70	\$74,284.35
Hourly	\$28.75	\$29.54	\$30.35	\$31.18	\$32.04	\$32.92	\$33.83	\$34.76	\$35.71
Maintenance Worker I	\$50,823.15	\$52,220.70	\$53,657.10	\$55,132.35	\$56,648.55	\$58,206.75	\$59,806.95	\$61,452.30	\$63,141.75
Hourly	\$24.43	\$25.11	\$25.80	\$26.51	\$27.23	\$27.98	\$28.75	\$29.54	\$30.36
Apprentice*	\$42,224.00	\$44,304.00	\$46,384.00						
Hourly	\$20.30	\$21.30	\$22.30						

Note(s):

1. New employees generally begin at step one unless otherwise approved by the General Manager.
2. Pay step 1 to 2 occurs after satisfactory completion of the 6 month probationary period.
3. Advancement to Maintenance Worker II from Maintenance Worker I is after completion of two years with satisfactory annual performance review on last evaluation period.
4. All subsequent steps occur after the completion of every year of full-time service (more than 1000 hours in a fiscal year) and with satisfactory annual performance reviews.
5. All pay grades will be reassessed and adjusted based on Board approval, at a minimum every 5 years based on comparable agencies and total compensation.

* Each step of the Apprentice occurs after completing Qualified Applicators Certification or Class A Drivers License, one step for each. Apprentice moves to Maintenance Worker I after completion of one year of service with satisfactory annual performance review.

Longevity Multiplier After 15 Years of Service	1.05
Longevity Multiplier After 20 Years of Service	1.1

DRAFT 2024 Salaries (5% increase)

Position/Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
General Manager	\$137,547.90	\$141,330.47	\$145,217.06	\$149,210.52	\$153,313.81	\$157,529.94	\$161,862.02	\$166,313.22	\$170,887.50
Assistant General Manager	\$110,791.33	\$113,837.54	\$116,968.64	\$120,185.73	\$123,489.92	\$126,886.73	\$130,376.14	\$133,961.47	\$137,644.92
Administrative Assistant	\$51,593.69	\$53,012.61	\$54,470.12	\$55,968.41	\$57,507.50	\$59,089.59	\$60,714.68	\$62,383.86	\$64,099.35
Hourly	\$24.80	\$25.49	\$26.19	\$26.91	\$27.65	\$28.41	\$29.19	\$29.99	\$30.82
Field Superintendent	\$92,325.56	\$94,864.61	\$97,474.23	\$100,154.41	\$102,908.45	\$105,738.57	\$108,645.86	\$111,633.64	\$114,704.10
Hourly	\$44.39	\$45.61	\$46.86	\$48.15	\$49.48	\$50.84	\$52.23	\$53.67	\$55.15
Field Foreman	\$73,860.89	\$75,891.69	\$77,978.72	\$80,123.09	\$82,326.98	\$84,590.42	\$86,916.69	\$89,306.91	\$91,763.28
Hourly	\$35.51	\$36.49	\$37.49	\$38.52	\$39.58	\$40.67	\$41.79	\$42.94	\$44.12
Maintenance Worker II	\$62,781.86	\$64,508.38	\$66,282.30	\$68,104.73	\$69,977.88	\$71,901.74	\$73,879.63	\$75,911.54	\$77,998.57
Hourly	\$30.18	\$31.01	\$31.87	\$32.74	\$33.64	\$34.57	\$35.52	\$36.50	\$37.50
Maintenance Worker I	\$53,364.31	\$54,831.74	\$56,339.96	\$57,888.97	\$59,480.98	\$61,117.09	\$62,797.30	\$64,524.92	\$66,298.84
Hourly	\$25.66	\$26.36	\$27.09	\$27.83	\$28.60	\$29.38	\$30.19	\$31.02	\$31.87
Apprentice*	\$44,335.20	\$46,519.20	\$48,703.20						
Hourly	\$21.32	\$22.37	\$23.42						

ARFCD	RD1000
\$200,304	\$219,480 GM
\$141,996	\$190,008 Ops Manager (AGM)
\$39	\$28
\$141,996	Superintendent
\$49	\$50
	\$40
	\$33

Note(s):

1. New employees generally begin at step one unless otherwise approved by the General Manager.
2. Pay step 1 to 2 occurs after satisfactory completion of the 6 month probationary period.
3. Advancement to Maintenance Worker II from Maintenance Worker I is after completion of two years with satisfactory annual performance review on last evaluation period.

* Each step of the Apprentice occurs after completing Qualified Applicators Certification or Class A Drivers License, one step for each. Apprentice moves to Maintenance Worker I after completion of one year of service with satisfactory annual performance review.

Longevity Multiplier After 15 Years of Service	1.05
Longevity Multiplier After 20 Years of Service	1.1



General Manager Update

May 2024

ADMINISTRATION/FINANCE

GM and District Account have prepared the 2024/2025 Draft Budget for review.

The District is now fully staffed! Two new maintenance crew members have been offered positions with the District. Names will be announced when appropriate.

Staff continuing to complete the Work Place Violence Prevention Plan and Training by July 2024.

OPERATION AND MAINTENANCE

LEVEE/DRAINAGE/PUMP MAINTENANCE

It is mowing season. All equipment has been out clearing grasses and weeds. This will continue through September.

One of the District ponds has a green vegetation covering it. It has also been reported that garbage is in the pond along with a horrible smell. District staff investigated. The green vegetation is Duckweed. This typically occurs as the daily temperatures warm. The Duckweed will eventually die off. As for the garbage, there was nothing floating in the pond. At the time of staff investigation, there was no smell. To treat for Duckweed, chemicals would need to be applied. This pond is connected to the larger pond north of Lake Washington Blvd (MC-10 Pump Station), just east of the Nugget Market. To chemically treat, the District would need to block off the larger pond, so that dilution would not occur. The chemicals are quite expensive but do not require fencing off the pond to keep the public out. The District will continue to monitor this pond, no chemical treatment is planned at this time.

The County's Environmental Health Division inspected two of the District's pump stations; the Main Pump Station and MC-10. No violations.

District's consultant and staff inspected several pump stations to evaluate the possibilities of adding back up generator ports (District would rent generators and connect through these ports) and Supervisory Control and Data Acquisition (SCADA) or automated controls. Report forthcoming.

PROJECTS

Blacker Canal Bank Stabilization Project

Still working with Dept. of Fish and Wildlife (DFW) to discuss permit requirements. District Staff and consultants countered mitigation requirements and have invited DFW to visit the site in person so that they understand the project better. Tree mitigation is still a major sticking point. DFW wants the District to mitigate non-native trees and the same ratio as native trees.

DFW should respond to the District by mid-April.

Construction of Blacker Canal proposed for summer 2024. This will now be a two-year project.

PERIODIC LEVEE INSPECTIONS

DWR/USACE

Staff met with USACE, CVFPB, and DWR for the repair of the slip outs along the landside of the Deep Water Ship Channel caused by winter storms in January 2023. The USACE plans to have the repairs

done by November 2024 under the PL 84-99 program. Bi-weekly meetings have been scheduled to keep District apprised of progress.

EMERGENCY PREPAREDNESS

FEMA/Cal-OES

FEMA and District staff have completed analysis for debris cleanup and electrical and fuel overages for the pump stations. Damages to the Main Canal and the eastern portion of Blacker Canal are being reviewed.

COORDINATION WITH OTHER PROJECTS

DWR/Central Valley Flood Protection Board

COORDINATION WITH OTHER AGENCIES

CITY OF WEST SACRAMENTO

WEST SACRAMENTO AREA FLOOD CONTROL AGENCY/USACE

FUTURE

June 19, 2024 – RD 900 Board Meeting 5:30 pm
June 20, 2024 – WSAFCA Board Meeting 9:30 am