

**AGENDA
BOARD MEETING OF RECLAMATION DISTRICT 900**

JANUARY 17, 2024

Martha Guerrero, President

Norma Alcala, Trustee
Quirina Orozco, Trustee

Verna Sulpizio Hull, Trustee
Dawnte Early, Trustee

Blake Johnson, General Manager/Secretary
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 OF RESOLUTIONS NUMBER 2024-01-01 AND 2024-01-02 AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A FUNDING AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES UNDER THE FLOOD MAINTENANCE ASSISTANCE PROGRAM AND TO ACCEPT FUNDS THEREUNDER

Comment: This item seeks Board approval for District to enter into a funding agreement with Department of Water Resources (DWR) and to receive \$296,100 under DWR's Flood Maintenance Assistance Program for calendar year 2024.

- 3. CONSIDERATION OF RESOLUTION 24-01-03 FINDING THAT A NOTICE OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) RELATED TO THE DISTRICT'S ROUTINE MAINTENANCE AND REPAIR OF DISTRICT FACILITIES IS APPROPRIATE BECAUSE SUCH MAINTENANCE AND REPAIR IS CATEGORICALLY EXEMPT FROM CEQA

Comment: This item seeks a Board determination that the work included in the District's 2023- 2024 routine maintenance of District levees and ditches, and/or repair of existing levee improvements, involves negligible or no expansion of said improvements' existing uses and, hence, falls within the categorical exemption to the California Environmental Quality Act set forth in California Code of Regulations, title 14, section 15301; that the subject work does not constitute an exception to the exemptions of the California Environmental Quality Act; and that the District's General Manager is authorized to prepare and file with the County of Yolo the appropriate Notice of Exemption on the District's behalf. The subject Resolution is a Department of Water Resources requirement for participation in the 2023-2024 Federal Maintenance Assistant Program ("FMAP").

- 4. CONSIDERATION OF APPROVAL OF THE NOVEMBER 15, 2023 BOARD MEETING MINUTES

REGULAR AGENDA – PART III

- 5. CONSIDERATION OF AUTHORIZATION TO CONDUCT A RECRUITMENT FOR DISTRICT ASSISTANT GENERAL MANAGER

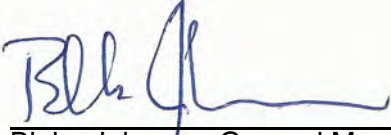
Comment: This item seeks Board approval for District to enter into an agreement with CPS HR Consulting to assist the recruitment of an Assistant General Manager.

6. GENERAL MANAGER UPDATES

7. TRUSTEE COMMENTS

8. ADJOURN

I, Blake Johnson, General Manager/Secretary, declare under penalty of perjury that the foregoing agenda for the January 17, 2024 meeting of Reclamation District 900 was posted on January 12, 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 - Nov '23 Financials**

	Current FY as of		
	Oct '23	Nov '23	Total
Revenue			
4000 Assessments	2,655,632	-	2,655,632
4010 WSAFCA	846,465	-	846,465
4020 Interest Income	35,507	-	35,507
4100 Funding Agreements	6,350	-	6,350
4111 RD 811 Power Reimbursement	-	-	-
4200 Miscellaneous	-	-	-
4300 Retiree Healthcare	-	-	-
Total Revenue	3,543,954	-	3,543,954
Expenditures			
5000 Administrative	98,062	22,756	120,818
5200 Labor & Related	267,076	61,919	328,995
5400 Operations & Maintenance	75,454	31,415	106,869
6000 Repair Replacements & Rehab	394,693	57,850	452,543
Total Expenditures	835,285	173,940	1,009,225
Change in Fund Balances	2,708,669	(173,940)	2,534,729

For Management Use Only - Accrual

MEETING DATE: January 17, 2024		ITEM # 2	
	SUBJECT: CONSIDERATION OF RESOLUTIONS NUMBER 2024-01-01 AND 2024-01-02 AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A FUNDING AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES UNDER THE FLOOD MAINTENANCE ASSISTANCE PROGRAM AND TO ACCEPT FUNDS THEREUNDER		
INITIATED OR REQUESTED BY: <input type="checkbox"/> Council <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other		REPORT COORDINATED OR PREPARED BY: Blake Johnson, General Manager	
ATTACHMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Information <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action			

OBJECTIVE

The objective of this report is to obtain the Reclamation District 900 (District) Board of Trustees (Board) approval for the General Manager to execute the funding agreement with Department of Water Resources (DWR) under DWR’s Flood Maintenance Assistance Program (FMAP) for calendar year 2024.

RECOMMENDED ACTION

Staff respectfully recommends that the Board:

- 1) Authorize the General Manager to execute funding agreement number 2024-FMAP-R900-01 with DWR, authorize the District to receive up to \$296,100 for Operation & Maintenance activities under the Flood Maintenance Assistance Program, approve and adopt Resolution No. 2024-01-01 as set forth in Exhibit E to the funding agreement, and approve and adopt Resolution No. 2024-01-02 in the form attached hereto.

BACKGROUND

The Flood Maintenance Assistance Program (FMAP) is a program that provides state funds to Local Maintaining Agencies (LMAs) for eligible maintenance activities with a focus in helping Local Maintaining Agencies (LMA) obtain acceptable maintenance of State Plan of Flood Control facilities (levees, channels, and structures). This marks the fifth consecutive year that FMAP will provide funding to the District. Participation in the program is voluntary and the LMA must be in compliance with PL 84-99 and have in place a System Wide Investment Framework (SWIF), or approved SWIF Letter of Intent (LOI) for its levee system.

The West Sacramento Area Flood Control Agency, on behalf of the District and State Maintenance Area 4, has an approved LOI for the West Sacramento Levee System and is in the final stages of review/approval with the Army Corps of Engineers for the SWIF.

ANALYSIS

The District participated in FMAP in the previous five years and was successful in securing \$490,000 in FY 18/19, \$189,000 in FY 19/20, \$205,100 in FY 20/21, \$350,000 in FY 21/22, and \$185,000 in FY 22/23 for a total \$1,419,100 to date. The funds during previous iterations of the program were allowed to be used for the purchase of equipment to perform/enhance Operation & Maintenance (O&M) activities, which allowed the District to expand and modernize its operational capacity without affecting its O&M budget. The funds have also been used to perform activities such as vegetation management and minor slope repairs that were noted as deficient in periodic and annual inspections. This is in addition to portions of the funds that were used to offset routine maintenance costs.

The current 2024 agreement will provide \$296,100 to the District for maintenance activities. Additionally, this proposal package has budget to cover system-wide O&M. Staff has also begun working on identifying projects to correct deficiencies as identified in the SWIF. The proposed budget, based on category of maintenance, is shown below.

O&M Activities:

Activity	Proposed Budget
1. LOI/SWIF	\$20,000
2. Technical Reports	\$20,000
3. Administration	\$14,805
4. O&M Activities	\$241,295
5. Equipment	\$0
Total 2023 Costs Proposed	\$296,100

Alternatives

The recommendation is that the Board authorize the General Manager to execute the funding agreement, approve and adopt Resolution No. 2024-01-01, which is attached as Exhibit E to the funding agreement, and approve and adopt Resolution No. 2024-01-02. The alternative would be to not authorize the funding agreement. This alternative is not recommended as the District would forego an opportunity to receive grant funds and to leverage/maximize O&M activities.

Coordination and Review

This report was prepared in coordination with District counsel.

Budget/Cost Impact

This requires minimal staff time to administer the agreement and provides \$296,100 in additional funding for levee operation and maintenance activities.

ATTACHMENT

1. FMAP Funding Agreement Number 2024-FMAP-R900-01, including RD 900 Resolution No. 2024-01-01 (Exhibit E, thereto)
2. Resolution No. 2024-01-02

**STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES**

Agreement Number: 2024-FMAP-RD900-01

**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
AND
RECLAMATION DISTRICT 900**

FOR OPERATIONS & MAINTENANCE ACTIVITIES

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

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Exhibits

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**FUNDING AGREEMENT BETWEEN
THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES)
AND
RECLAMATION DISTRICT 900**

2024-FMAP-RD900-01

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the Reclamation District 900, a local flood maintaining agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient," which parties do hereby agree as follows:

1. **PURPOSE.** State shall provide funding from the Budget Act of 2023 to Funding Recipient to assist in financing operations and maintenance activities as set forth in Exhibit A (Project).
2. **TERM OF FUNDING AGREEMENT.** The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by State, through final plus three (3) years unless otherwise terminated or amended as provided in this Agreement. The work window covered by this Agreement begins January 1, 2024 and ends December 31, 2024. Invoices for this work shall be submitted no later than April 30, 2025.
3. **FUNDING AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$296,100.
4. **BASIC CONDITIONS.** State shall have no obligation to disburse money under this Funding Agreement until Funding Recipient has satisfied the following conditions:
 - A. Funding Recipient provides sufficient record for operations and maintenance activities and actual expenditures, as stated in their submittal package.
 - B. Funding Recipient submits a new Operations, Maintenance, Repair, Rehabilitation, and Replacement (OMRR&R) Assurance Agreement executed with the Central Valley Flood Protection Board for the Funding Recipient's entire jurisdiction.
 - C. For the term of this Funding Agreement, Funding Recipient submits timely Quarterly Progress Reports as required by Paragraph 10, "Submission of Reports."
 - D. Funding Recipient submits all deliverables as specified in Paragraph 10 of this Funding Agreement and in Exhibit A.
 - E. Prior to the commencement of implementation activities, for work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Funding Agreement until the following actions are performed:
 - i. Funding Recipient submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State,
 - ii. Documents that satisfy the CEQA process are received by the State,
 - iii. State has completed its CEQA compliance review as a Responsible Agency, and
 - iv. Funding Recipient receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

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

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

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

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

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

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

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

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

Invoices submitted by Funding Recipient shall include the following information:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Reclamation District 900
 Project Representative:
 Name: Blake Johnson
 Title: General Manager
 Mailing Address: PO Box 673
West Sacramento, CA 95691
 Phone: (916) 204-6869
 Email: bjohnson@rd900.org

Direct all inquiries to the Project Manager:

Department of Water Resources

Project Manager:

Name: Marisela Pavlenko

Title: Water Resources Engineer

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

Phone: (916) 914-0258

Email: marisela.pavlenko@water.ca.gov

Reclamation District 900

Project Manager:

Name: Kyle Sanchez

Title: Engineer

Mailing Address: 1204 E. Street
Marysville, CA 95901

Phone: (209) 239-6229

Email: ksanchez@mhm-inc.com

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

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

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Funding Recipient Resolution

Exhibit F – Report Formats and Requirements

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

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

RECLAMATION DISTRICT 900

Jeremy Arrich, Division Manager

Division of Flood Management

Date _____

Blake Johnson, General Manager

Reclamation District 900

Date _____

Approved as to Legal Form and Sufficiency

Robin Brewer, Assistant General Counsel

Office of General Counsel

Date _____

Exhibit A
WORK PLAN

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

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

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

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

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

Task 3: Administrative Activities

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

Such activities may include the following:

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

Other activities as needed if not listed.

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

Exhibit B
BUDGET

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

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

Tasks	State Funds	Amount Advanced	Task Total
Task 1 – LOI/SWIF	\$ 20,000.00	\$	\$ 20,000.00
Task 2 – Technical Reports	\$ 20,000.00	\$	\$ 20,000.00
Task 3 – Administration	\$ 14,805.00	\$	\$ 14,805.00
Task 4 – O&M Activities	\$ 241,295.00	\$	\$ 241,295.00
Task 5 - Equipment	\$ 0	\$	\$ 0
Total	\$ 296,100.00	\$	\$ 296,100.00

Exhibit C
SCHEDULE

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

Exhibit D
STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

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

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

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

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

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

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

- or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.
- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Funding Recipient or to furnish any other considerations under this Funding Agreement and Funding Recipient shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Funding Recipient with a right of priority for payment over any other Funding Recipient. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State, or offer a Funding Agreement amendment to Funding Recipient to reflect the reduced amount.
- D.7. **CEQA:** Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Funding Recipient is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 9.
- D.8. **CHILD SUPPORT COMPLIANCE ACT:** The Funding Recipient acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Funding Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Funding Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9. **CLAIMS DISPUTE:** Any claim that the Funding Recipient may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Funding Recipient's knowledge of the claim. State and Funding Recipient shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10. **COMPETITIVE BIDDING AND PROCUREMENTS:** Funding Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Funding Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.11. **COMPUTER SOFTWARE:** Funding Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

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

- ii. Funding Recipient's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
- i. Will receive a copy of Funding Recipient's drug-free policy statement, and
 - ii. Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.
- D.16. **FUNDING RECIPIENT'S RESPONSIBILITIES:** Funding Recipient and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
 - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for funding.
 - C. Comply with all applicable California, federal, and local laws and regulations.
 - D. Implement the Project in accordance with applicable provisions of the law.
 - E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
 - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Funding Recipient shall provide copies of permits and approvals to State.
 - G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Funding Recipient under this Agreement.
 - H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Funding Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Funding Recipient and any other entity concerning responsibility for performance of work.
- D.17. **GOVERNING LAW:** This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.18. **INDEMNIFICATION:** Funding Recipient shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Funding Recipient shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

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

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

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

Exhibit E
RESOLUTION ACCEPTING FUNDS

Resolution No. _____

Resolved by the Board of Trustees

of the Reclamation District 900

that pursuant and subject to all applicable State and Federal laws, including the California Budget Act of 2023, that the funds awarded to Reclamation District 900 by the California Department of Water Resources for a State-Federal Flood Control System Modification Program project titled: 2024-FMAP-RD900-01 are hereby accepted.

The President of the Reclamation District 900

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

Passed and adopted at a regular meeting of the Board of Trustees of the Reclamation District 900 on _____.

Authorized Signature _____

Printed Name Martha Guerrero

Title President

Clerk/Secretary _____

Exhibit F

REPORT FORMATS AND REQUIREMENTS

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

1. PROGRESS REPORTS

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

FUNDING AGREEMENT STATUS

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

PROJECT INFORMATION

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

COST INFORMATION

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

SCHEDULE INFORMATION

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

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

2. PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

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

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

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

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

COSTS AND DISPOSITION OF FUNDS – A list of showing:

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

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

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

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

State Audit Document Requirements

Internal Controls

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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

ATTACHMENT B

**Local Maintaining Agency Authorizing Resolution
Resolution No. 2024-01-02**

A Resolution by the **Board of Trustees of Reclamation District 900** authorizing a proposal for funding from the Department of Water Resources and Designating a Representative of Execute the Agreement and any Amendments thereto, for the **2024-FMAP-RD900-01** Project.

WHEREAS, the **Reclamation District 900** is a California Public Agency with responsibility for flood maintenance and right-of-way authority of the Project facilities;

WHEREAS, the **Reclamation District 900** acknowledges that it must submit a new operations, maintenance, repair, rehabilitation, and replacement agreement with the Central Valley Flood Protection Board prior to the receipt of Flood Maintenance Assistance Program fund;

WHEREAS, the **Reclamation District 900** is authorized to enter into an agreement with the Department of Water Resources and the State of California;

THEREFORE, BE IT RESOLVED by the **Board of Trustees of the Reclamation District 900** as follows:

1. That pursuant and subject to all the terms and conditions of the Budget Act of 2022 or most current, the **Board of Trustees** authorize the **General Manager**, or designee, to execute the funding agreement with the Department of Water Resources and any amendments thereto.
2. That the **General Manager**, or designee, prepare the necessary data, make investigations, and take other such actions as necessary and appropriate to obtain funding for the **2024-FMAP-RD900-01** Project.


CERTIFICATION

I, hereby, certify that the foregoing Resolution No. 2024-01-02 was duly and regularly adopted by the **Board of Trustees of the Reclamation District 900** at the meeting held on _____, 2024, motion by _____ and seconded by _____, motion passed by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Martha Guerrero, President
Reclamation District 900

Ralph Nevis, RD 900 Attorney

MEETING DATE: January 17, 2024		ITEM # 3	
SUBJECT:			
 CONSIDERATION OF RESOLUTION 24-01-03 FINDING THAT A NOTICE OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) RELATED TO THE DISTRICT'S ROUTINE MAINTENANCE AND REPAIR OF DISTRICT FACILITIES IS APPROPRIATE BECAUSE SUCH MAINTENANCE AND REPAIR IS CATEGORICALLY EXEMPT FROM CEQA			
INITIATED OR REQUESTED BY:		REPORT COORDINATED OR PREPARED BY:	
<input type="checkbox"/> Council <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other		Blake Johnson, General Manager	
ATTACHMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Information <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action			

OBJECTIVE

The objective of this report is to obtain the Reclamation District 900 (District) Board of Trustees (Board) approval for the General Manager to submit a Notice of Exemption to Yolo County for the District's routine maintenance program and to continue to participate in the State of California's Flood Maintenance Program.

RECOMMENDED ACTION

Staff respectfully recommends that the Board adopt Resolution 24-01-03 finding that the District's routine maintenance and repair of District Facilities is Categorically Exempt from the California Environmental Quality Act (CEQA).

BACKGROUND

The Flood Maintenance Assistance Program (FMAP) is a program that provides state funds to Local Maintaining Agencies (LMAs) for eligible maintenance activities with a focus in helping LMAs obtain acceptable maintenance of State Plan of Flood Control facilities (levees, channels, and structures). This marks the fifth consecutive year that FMAP will provide funding. Participation in the program is voluntary and the LMA must be in compliance with PL 84-99 and have in place a System Wide Investment Framework (SWIF), or approved SWIF Letter of Intent (LOI) for its levee system.

As part of the FMAP agreement, the State of California now requires that Districts file a Notice of Exemption with their respective Counties or otherwise comply with CEQA on all maintenance projects.

ANALYSIS

The work included in the District's 2023- 2024 routine maintenance of District levee and ditches, and/or repair of existing levee improvements involves negligible or no expansion of said improvements' existing uses and, hence, falls within the categorical exemption to the California Environmental Quality Act set forth in California Code of Regulations, title 14, section 15301. The description of the work included in the routine maintenance is included in the agreement with the Department of Water Resources, 2024-FMAP-R900-01, which is before the Board in Agenda Item No. 2. Further information in support of the Resolution is set forth in the Environmental Information Form attached here as Attachment 2.

Alternatives

The recommendation is that the Board approve Resolution 2024-01-03 and authorize the General Manager to prepare and submit a Notice of Exemption to Yolo County. The alternative would be to not authorize this Notice of Exemption, which would jeopardize the District's FMAP funding agreement with the DWR.

Coordination and Review

This report was prepared in coordination with District counsel.

Budget/Cost Impact

This requires minimal staff time and fees to submit Notice of Exemption and pay County and California Department of Fish and Wildlife fees.

ATTACHMENT

1. Resolution 24-01-03
2. Environmental Information Form (EIF)
3. Notice of Exemption

ENVIRONMENTAL INFORMATION FORM - DEPARTMENT OF WATER RESOURCES

Grant Recipients are responsible for complying with all applicable laws and regulations for their projects, including the California Environmental Quality Act (CEQA). Work that is subject to the California Environmental Quality Act (CEQA) shall not proceed under this Agreement until documents that satisfy the CEQA process are received by the Department of Water Resources (DWR) and DWR has completed its CEQA compliance determination. Work that is subject to CEQA shall not proceed until and unless approved by DWR. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Once CEQA documentation has been completed, DWR will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation.

Grant Recipient: _____

Agreement #: _____

Project Name: _____

Project Manager: _____

Address: _____

Phone Number: _____

1. List the source of any other grants or funds received from DWR to implement a portion of this project.

2. Is this a project as defined by CEQA? Yes No (if "yes", skip to #3) If "no", please explain below then skip to #8.

3. Is this project exempt from CEQA compliance? Yes No (if "no", skip to #4) If "yes", provide reasons for exemption. Cite the CEQA Article, Section and Title of the CEQA exemption, if appropriate. A partial list of the statutory exemptions is found in Cal. Code Regs., tit.14, art. 18 (sections 15260 – 15285) and a list of categorical exemptions is found in Cal. Code Regs., tit. 14, art. 19 (sections 15300 – 15332). A copy of CEQA and the applicable regulations may be found at:
http://resources.ca.gov/ceqa/docs/2016_CEQA_Statutes_and_Guidelines.pdf

Check appropriate box below:

Lead Agency has already filed a Notice of Exemption (NOE) with the State Clearinghouse and/or County Clerk. Attach copy of NOE and, if applicable, a copy of Board Resolution.

Lead Agency will file a NOE with the State Clearinghouse and/or County Clerk. Provide estimated date: _____

Lead Agency will NOT file a NOE with the State Clearinghouse and/or County Clerk.

If Lead Agency chooses not to file a NOE, sufficient documentation and information must be submitted to the DWR Grant Manager, along with this form, to allow DWR to make its own determination that the project is exempt from CEQA.

Reason for exemption:

ENVIRONMENTAL INFORMATION FORM

4. If the project will require CEQA compliance, identify the Lead Agency.
 CEQA Lead Agency: _____

5. Please check types of CEQA documents that have been or are to be prepared:

- Initial Study
- Negative Declaration / Mitigated Negative Declaration
- Environmental Impact Report

6. Please describe the status of the CEQA documents, expected date of completion, and estimated cost, if requesting DWR funds relating to CEQA compliance:

Status: _____
 Date of Completion: _____
 Estimated Costs: _____

7. If the CEQA document has been completed, please provide the name of the document and the State Clearinghouse number, if available.

8. Please list all environmental permits that must be obtained to complete the project: (attach additional pages, as necessary)

TYPE OF PERMIT REQUIRED/PERMITTING AGENCY	DATE RECEIVED OR EXPECTED

9. This form was completed by:

 Print or Type Name

 Phone Number

 Signature

 Date

Please send the completed and signed form to DWR Grant Manager. Use of Electronic Mail and Electronic Signature (with Appropriate Written Consent) is Recommended.

For DWR internal use:

- DWR received environmental documents.
- DWR made findings.

Notice of Exemption**Appendix E**

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: _____

From: (Public Agency): _____

(Address)

Project Title: _____

Project Applicant: _____

Project Location - Specific:

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project:

Name of Public Agency Approving Project: _____

Name of Person or Agency Carrying Out Project: _____

Exempt Status: **(check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: _____
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Lead Agency

Contact Person: _____ Area Code/Telephone/Extension: _____

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

**RD 900 SPECIAL BOARD MEETING
RECLAMATION DISTRICT 900
November 15, 2023
Minutes**

The Regular Board meeting was called to order at 5:35 PM by President Guerrero. Also in attendance at the meeting were: Trustees Alcalá, Early, and Sulpizio Hull, General Manager Johnson, and District Counsel Nevis.

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

CONSENT AGENDA – PART II

Entry No. 2 - Consideration of an access easement agreement with Clear Channel Outdoors, LLC.

Entry No. 3 - Consideration of a Contract with Cropper, an Accountancy Corporation to Provide Financial Auditing Services for the 2022-2023 Fiscal Year.

Entry No. 4 - Consideration of approval of the August 2, 2023 meeting minutes

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

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

REGULAR AGENDA – PART III

Note: Entry No. 5 was inadvertently left off the November 15, 2023 Agenda. To be consistent with the Agenda, Entry No. 5 will not be used for these meeting minutes.

Entry No. 6 – General Manager Updates

GM Johnson discussed the roof replacement needs over the garage/warehouse portion of the building. A few minor leaks but does need to be replaced. This had been budgeted in our capital improvement program for this fiscal year. GM and attorney Nevis were working on a Request for Bid. The replaced roof above the office has had no leaks.

GM Johnson discussed landscaping for the office. The landscaping will be drought resistant. Currently, ponding occurs along the roadway/landscaping area during most rain events. The City is looking at placing a storm drain drop inlet to alleviate this ponding.

Entry No. 7 - Trustee Comments

Trustee Early asked about the hiring of the Assistant General Manager. GM Johnson stated that the advertisement had been placed on LinkedIn, Indeed, and the District's website. GM Johnson also spoke with candidates for the General Manager position. At this time, there were no candidates for the position. Trustee Early recommended that we hire a recruiting firm to assist. This will be brought to the next Board meeting for approval.

Trustee Sulpizio Hull asked about the USACE inspections along with DWR inspections. The District meets and drives with the DWR inspector to look at and discuss potential deficient sites along the levee. The DWR provides a report of this inspection within a week. The USACE inspection is a more thorough inspection. The USACE usually has a team of 5 people that walk the entire levee system looking for deficiencies. The report produced

by the USACE can take up to 6 months after the initial inspection. The USACE has not yet scheduled their inspection with the District.

Entry No. 8 – Adjourn

The meeting adjourned at 5:56 PM.

MOTION: Early
NOES: None


SECOND: Alcala
ABSTAIN: None

AYES: Alcala, Early, Sulpizio Hull, Guerrero
ABSENT: Orozco

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



Blake Johnson, General Manager/Secretary
Reclamation District 900

MEETING DATE: January 17, 2024		ITEM # 5	
	SUBJECT:		
CONSIDERATION OF AUTHORIZATION TO CONDUCT A RECRUITMENT FOR DISTRICT ASSISTANT GENERAL MANAGER			
INITIATED OR REQUESTED BY:		REPORT COORDINATED OR PREPARED BY:	
<input type="checkbox"/> Counsel <input checked="" type="checkbox"/> Staff		Blake Johnson, General Manager	
<input type="checkbox"/> Other			
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 report is to obtain the Reclamation District 900 (District) Board of Trustees (Board) approval to conduct an executive level recruitment to fill the vacant Assistant General Manager position.

RECOMMENDED ACTION

Staff respectfully recommends that the Board:

1. Authorize the General Manager to enter into an agreement with a recruitment firm, as needed, to assist with the recruitment of an Assistant General Manager.

BACKGROUND

The District has an open position for Assistant General Manager. The position has been unfilled since 2019, when the then-Assistant General Manager was promoted to General Manager. The District has attempted to fill the Assistant General Manager Position without the use of a recruitment firm but to date has been unsuccessful. As of the date of this report, through posting on recruiting websites (Indeed, LinkedIn), the District’s website, and word of mouth, the District has received approximately 60 resumes for the open Assistant General Manager position. Approximately 5 of these resumes meet the requirements of the position. Interviews of these 5 candidates will begin in mid to late-January. In the event these efforts fail to fill the position, the District will have exhausted its in-house efforts to fill the position. The next step will be engaging a recruitment firm to fill the Assistant General Manager position.

ANALYSIS

The District has reviewed the qualifications and proposal from three recruitment firms that were previously responsive to a City of West Sacramento RFP. Each of the firms has provided a proposal for the District’s needs. Staff has reviewed the proposals, each of which include a \$25,000.00 fee but vary in the particular services and methods used to find hire a qualified candidate. Based on staff review of the proposals, staff recommends that the District engage CPS HR Consulting for this assignment. The terms of the proposal and the services provided by CPS are superior to those of the other qualified proposals.

Alternatives

Staff recommends the Board approve and direct the General Manager to hire (if necessary after exhausting the in-house hiring efforts) CPS HR Consulting to assist with filling the vacant Assistant General Manager position as outlined in the Recommended Actions above.

Coordination and Review

This report was prepared in coordination with District counsel.

Budget/Cost Impact

Recruitment firms have a “standard” \$25,000 fee for executive position recruitments.

ATTACHMENT

1. CPS HR Consulting Proposal for Executive Recruitment Services for Assistant General Manager
2. Koff & Associates Proposal for Executive Recruitment Services, Assistant General Manager
3. W3global Proposal

PROPOSAL

Reclamation District 900

Executive Recruitment Services for
Assistant General Manager

December 13, 2023

SUBMITTED BY:
MELISSA ASHER
Sr. Practice Leader, Products and Services

CPS HR Consulting
2450 Del Paso Road, Suite 220
Sacramento, CA 95834
P: 916-471-3358
masher@cpshr.us
Tax ID: 68-0067209

www.cpshr.us



Your Path to Performance

December 13, 2023

Blake Johnson
General Manager
Reclamation District 900
889 Drever Street
West Sacramento, CA 95691

Submitted via email to: bjohnson@rd900.org

Subject: Executive Recruitment for Assistant General Manager

Dear Mr. Johnson:

CPS HR Consulting (CPS HR) is pleased to have the opportunity to submit a proposal to assist the Reclamation District 900 (District) with the recruitment of a new Assistant General Manager. We are uniquely qualified to undertake this effort as we have vast experience in assisting public agencies with executive search, screening, and placement.

We understand that each agency is unique, and our extensive experience allows us to tailor our process to specifically meet your needs. Our work with local government agencies throughout the United States gives us an in-depth understanding of government operations, programs, and services.

CPS HR offers a broad spectrum of human resource services while delivering personalized, results-oriented services, utilizing best practice methods of recruitment and selection strategies from our team of recruitment experts. Each recruitment is an opportunity to shape and prepare your organization for the future. We understand how important this transition is for you and are perfectly placed to assist you in this endeavor. Once this project begins, we will work with the District to tailor our process to highlight this exciting opportunity and attract the best possible candidates.

It is our commitment to work in partnership with your organization to a successful result.

Thank you for the opportunity to be considered for this assignment. Should you have questions or comments about the information presented in this proposal, **please contact me at (916) 471-3358 or via email at masher@cpshr.us.**

Sincerely,



Melissa Asher
Senior Practice Leader, Products and Services

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About CPS HR Consulting

CPS HR Consulting has been assisting organizations with their talent management needs for over 35 years. We have unique expertise in delivering HR management and consulting services, employment testing, and assessment services to government agencies throughout North America. Our core competency is its knowledge of and expertise in the public sector.



CPS HR offers clients a comprehensive range of competitively priced services, all of which can be customized to meet your organization's specific needs. We are committed to supporting and developing strategic organizational leadership and human resource management in the public sector. We offer expertise in the areas of organizational strategy, recruitment and selection, training and development, and organization and workforce management.

CPS HR occupies a unique position among its competitors in the field of government consulting; as a Joint Powers Authority, whose charter mandates that we serve only public sector clients, we actively serve all government sectors including Federal, State, Local, Special Districts, Higher Education, and Non-Profit Organizations. This singular position provides CPS HR with a systemic and extensive understanding of how each government sector is inter-connected to each other and to their communities. That understanding, combined with our knowledge of public and private sector best practices, translates into meaningful and practical solutions for our clients' operational and business needs.

With more than 100 full-time employees as well as 200+ project consultants and technical experts nationwide, CPS HR delivers breakthrough solutions that help public sector organizations impact the communities they serve. CPS HR has worked with more than 1,200 government and public/non-profit clients throughout the United States and Canada.

Our headquarters are located in Sacramento, California. We have regional offices in Texas, Colorado and Southern California.

Recruitment Experts

CPS HR specializes in the recruitment and selection of key professionals for cities, counties, special districts, and non-profits. Working in partnership with the governing body or selection team, we develop customized search strategies that focus on locating and recruiting qualified candidates who match the agency's unique needs. Our wealth of recruitment experience has been gained through *more than 20 years* of placing top and mid-level executives in public agencies throughout the United States.

- **Unmatched Recruitment Experience for Government Agencies.** CPS HR has extensive experience in recruiting executive-level professionals for public agencies across the United States. As a public agency ourselves, we understand how to work with and within government. Our understanding of public sector culture and policy uniquely sets us apart from our competitors.
- **Focus on Diversity Recruiting.** In the past three years, 57% of the candidates placed by CPS HR are female, members of ethnic minorities or both. To continue this trend, CPS HR is constantly assessing the best methods for reaching the broadest network of possible candidates. To that end, we have just signed a contract with Zoom Info, a new sourcing platform, that includes a diversity sourcing filter.
- **Seasoned Executive Recruiters.** Our recruiters possess a high level of expertise in recruiting and placing executive-level professionals. Our staff of experts includes an exceptional group of full-time employees as well as a full complement of subject matter experts, intermittent employees, and part-time employees with a variety of public and private sector experience.
- **Detailed Needs Assessments.** We conduct a detailed needs assessment to identify 1) future organizational direction; 2) challenges facing the position; 3) the working style and organizational climate; and 4) required core and job specific competencies as well as personal and professional characteristics.
- **Success Recruiting Non-Job Seeking Talent.** We recognize that the very best candidates for some types of positions may not be looking for a career change, therefore, our recruitment team takes a very aggressive approach to identify and recruit such candidates.
- **Vast Pool of Public Agency Contacts.** CPS HR maintains a database of candidates and an extensive network of external resources to leverage for executive-level positions. We utilize our vast pool of public and non-profit contacts to deliver a strong list of competitive candidates who will be well prepared to assist you in the accomplishment of your specific mission and goals.
- **Satisfied Clients.** *Our executive search client satisfaction rating averages 4.6 on a scale of 5.* While many companies talk about client satisfaction, how many measure the impact of that through assessing client satisfaction by distributing written surveys and tying the results of these surveys to their performance management system? CPS HR Consulting

does. A client satisfaction survey is sent at the end of every engagement requesting feedback on the quality of our staff, deliverables, and the overall consulting relationship.

- **Retention/Success Rate.** Our success rate is tied to the longevity of the candidates we place, currently **more than 95%** of our placements are still in their position after two years.
- **Partial list of recruitments.** Below is a brief listing of recent similar recruitments to show our experience with similar executive recruitments.

Agency	Titles	Year Completed
East Bay Regional Park District	Assistant General Manager of Operations	2023
East Bay Regional Park District	Assistant General Manager of Acquisition, Stewardship, and Development	2023
Selma-Kingsburg-Fowler County Sanitation District	General Manager	2023
Sierra Lakes County Water District	General Manager	2023
Indian Wells Valley Water District	General Manager	2023
North of the River Recreation & Park District	General Manager	2023
North San Joaquin Water Conservation District	General Manager	2023
Central Contra Costa Sanitary District	Deputy General Manager	2023
California Prison Industry Authority (CalPIA)	General Manager	2022
City of Grand Prairie, TX	EPIC General Manager (Outreach)	2022
Mid-Peninsula Water District	General Manager	2022
Reclamation District 900	General Manager	2022
Kensington Police Protection & Community Services District	General Manager	2021
East Bay Regional Park District	General Manager	2021
Metropolitan Transportation Commission	General Counsel Executive Director	2020 2019
Alderwood Water and Wastewater District	General Manager	2020

*Proposal to Reclamation District 900
Executive Recruitment for Assistant General Manager*

City of Redlands	Director of Municipal Utilities and Engineering	2020
Carmichael Water District	General Manager	2020
Hayward Area Recreation and Park District	General Manager	2020
California Student Aid Commission	Executive Director	2019
San Mateo County Harbor District	General Manager	2019
Turlock Irrigation District	General Manager	2019
Valley of the Moon Water District	General Manager	2019
East Contra Costa Irrigation District	General Manager	2019
Las Gallinas Sanitation District	General Manager	2018
Diablo Water District	General Manager	2018
San Joaquin Area Flood Control Agency	Executive Director	2018
CA Coastal Commission	Executive Director	2017
Cosumnes Community Services District	General Manager	2017
Rancho Murrieta Community Services District	General Manager	2017
Kirkwood Meadows Public Utility District	General Manager	2017
Fresno Mosquito and Vector Control District	General Manager	2017

Our Approach

Key Stakeholder Involvement

The General Manager on behalf of the Reclamation District 900 must be intimately involved in the search for a new Assistant General Manager. Our approach assumes their direct participation in key phases of the search process. At the discretion of the General Manager, other key stakeholders may also be invited to provide input for the development of the candidate profile.

District's Needs

A critical first step in a successful executive search is for the General Manager to define the professional and personal qualities required of the Assistant General Manager. CPS HR has developed a very effective process that will permit the General Manager to clarify the preferred future direction for the District; the specific challenges the District is likely to face in achieving this future direction; the working style and organizational climate the General Manager wishes to establish with the Assistant General Manager; and ultimately, the professional and personal qualities required of the Assistant General Manager.

Commitment to Communication

Throughout the recruitment process, we are strongly committed to keeping you fully informed of our progress. We will collaborate with you to provide updates on the status of the recruitment via your preferred method of communication (phone conference, email, etc.).

We place the highest level of importance on customer service and responding in a timely manner to all client and candidate inquiries. Our previous clients and candidates have expressed a sincere appreciation for our level of service and responsiveness to the management of the recruitment process. As a result, we have many long-term relationships with clients that have led to opportunities to assist them with multiple recruitments.

CPS HR's communication continues once you have selected the new Assistant General Manager. We will contact the General Manager and the newly appointed Assistant General Manager within six months of appointment to ensure an effective transition has occurred.

Aggressive, Proactive, and Robust Recruitment

We take an aggressive approach in identifying and recruiting the best available candidates. There are those candidates who would gladly rise to the professional challenge and apply for this position; however, some of the best candidates are often not actively seeking a new position and may only consider a change once we present them with your opportunity. Evoking the sense of vision and opportunity in qualified persons is among the responsibilities of CPS HR, and we pride ourselves in our efforts to reach the best available potential candidates. We use advertisements, directly email the outreach brochure, post messages and connect with potential candidates on business media such as LinkedIn, and of course, pick up the phone and call qualified individuals and referral sources.

Diversity Outreach Process

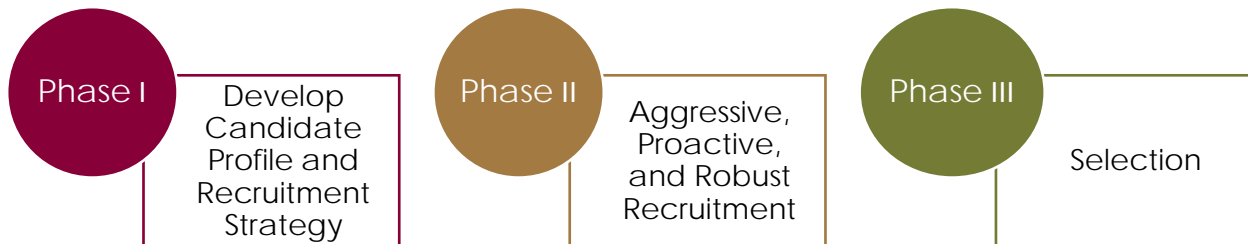
CPS HR strives to attract the most highly qualified, diverse candidate pool possible. We are pleased that our diligent efforts have resulted in more than 57% of our executive level placements being people of color and/or female candidates within the past three years.

We accomplished this by advertising with organizations like the National Forum for Black Public Administrators and the Local Government Hispanic Network in order to reach these specific population groups. We also seek candidate referrals from local subject matter experts and the national leadership of groups like Women Leading Government. By taking the time to directly contact these influential industry experts, we ensure that we capture the maximum number of distinguished candidates – particularly those who are well-known in their industries, but who may not be actively looking for a new job.

The result is incredibly diverse candidate pools. Our clients have been quite pleased with our process and end results.

Methodology and Scope of Work

Our proposed executive search process is designed to provide the District with the full range of services required to ensure the ultimate selection of a new Assistant General Manager uniquely suited to the District's needs.



Phase I: Our consultant will meet with the General Manager to ascertain the District's needs and ideal candidate attributes, to target our search efforts, and maximize candidate fit with the District.

Phase II: The recruitment process is tailored to fit the District's specific wants and needs, with targeted advertising, combined with contacts with qualified individuals from our extensive database.

Phase III: The selection process is customized for the District. CPS HR will work with the General Manager to determine the process best suited to the Reclamation District 900.

Phase I - Develop Candidate Profile and Recruitment Strategy

- Task 1 - Review and Finalize Executive Search Process and Schedule**
- Task 2 - Key Stakeholder Meetings**
- Task 3 - Candidate Profile and Recruitment Strategy Development**
- Task 4 - Develop Recruitment Brochure**

The first step in this engagement is a thorough review of the District's needs, culture and goals; the executive search process; and the schedule. CPS HR is prepared to meet with key stakeholders to obtain input in developing the ideal candidate profile and to assist us in understanding key issues and challenges that will face a new Assistant General Manager. Activities will include:

- Identifying key priorities for the new Assistant General Manager and the conditions and challenges likely to be encountered in achieving these priorities.
- Describing the type of working relationship the General Manager wishes to establish with the Assistant General Manager.

- Generating lists of specific competencies, experiences, and personal attributes needed by the new Assistant General Manager in light of the discussions above.
- Discussing recruitment and selection strategies for the General Manager’s consideration to best produce the intended results.

CPS HR will provide a summary to the District stemming from these activities as an additional source of information for developing the candidate profile and selection criteria.

Following the completion of the workshop session, CPS HR will work with a professional graphic artist to design a recruitment brochure and present it to the District for review. Please refer to **Appendix A** for a sample brochure. Additional brochure examples are available on our website at www.cpshr.us/recruitment-solutions/executive-search.

Phase II – Aggressive, Proactive, and Robust Recruitment

- Task 1 – Place Advertisements**
- Task 2 - Identify and Contact Potential Candidates**
- Task 3 – Resume Review and Screening Interviews**
- Task 4 – General Manager Selects Finalists**

The recruitment process is tailored to fit the District’s specific wants and needs, with targeted advertising, combined with personal contacts with qualified individuals from our extensive database.

CPS HR will prepare, submit for your approval, and publish advertisements on professional and affiliate websites to attract candidates on a nationwide, regional, local or targeted basis based on the recruitment strategy. Examples may include:

Advertising Sources & Associations	
● District’s website	● CPS HR website
● Jobs Available	● Municipal Management Association Northern California/Southern California
● Public CEO	● Brown & Caldwell Water Jobs
● LinkedIn	● Assoc. of CA Water Agencies
● League of California Cities	● American Water Works
● Governmentjobs.com	● American Public Works Assoc.
● Society of Women Engineers	● National Association of Clean Water Agencies
● Water District Jobs	
● Water Environment Federation	

As a consulting firm that interacts with hundreds of public sector executives during engagements, we have a cadre of individuals who we inform of recruitments, both to increase the visibility of

the opening and to attract appropriate individuals who fit the special needs of our client. Communication with these professionals ensures that an accurate picture of the requirements of the job is apparent and proliferated throughout their professional networks.

CPS HR is focused on reaching a diverse candidate pool and would recommend publications/websites that are targeted to minority and female candidates. In addition to placing ads on websites aimed at minority candidates, we will contact leaders within appropriate associations to gain their insight and referrals of possible candidates.

Within the past three years, more than 57% of our executive level placements have been minority and/or female candidates.

CPS HR will prepare an email distribution list containing prospective candidates and referral sources. These individuals will receive a link to the Assistant General Manager brochure along with a personal invitation to contact CPS HR should they have any questions about the position.

CPS HR maintains a comprehensive, up-to-date database of industry leaders and experienced professionals; however, we do not rely solely upon our current database. We also conduct research to target individuals relevant to your specific needs and expectations to ensure that we are thorough in our efforts to market this position to the appropriate audience and to garner a diverse and quality pool of candidates.

We will:

- Convey a strong sense of the purpose and strategy of the District. For many talented individuals, understanding these aspects is one of the key motivators to compete in such an environment.
- Provide guidance and resources to candidates regarding the area's cost of living, mean and median housing prices, higher education opportunities, K-12 education information, and other aspects of interest to those who are considering relocating to the area.
- Actively seek highly qualified candidates who may be attracted by the prospect of collaboration with other departments, providing exceptional leadership to the District or continuing to ensure the public confidence in the integrity of the District.

CPS HR will directly receive and initially screen all resumes. This screening process is specifically designed to assess the personal and professional attributes the District is seeking and will include a thorough review of each candidate's resume, and if applicable, supplemental questionnaire responses and other supporting materials. CPS HR will personally speak to selected candidates during a preliminary screening interview and will spend extensive time ascertaining each candidate's long-term career goals and reasons why the candidate is seeking this opportunity, as well as gaining a solid understanding of the candidate's technical competence and management philosophy. We will gather data on any other unique aspects specific to this recruitment based upon the candidate profile, as well as conduct internet research on each candidate interviewed.

CPS HR will prepare a written report that summarizes the results of the recruitment process and recommends candidates for further consideration by the General Manager. Typically, the report will recommend five to eight highly qualified candidates and will include resumes and a profile on each interviewee's background. CPS HR will meet with the General Manager to review this report and to assist them in selecting a group of finalists for further evaluation.

Phase III – Selection

Task 1 - Design Selection Process

Task 2 - Administer Selection Process

Task 3 – Final Preparation for Appointment

Task 4 – Contract Negotiation (if requested)

CPS HR will design a draft selection process based on information gathered in Phase I. We will meet with the District to review this process and discuss the District's preferred approach in assessing the final candidates. The selection process will typically include an in-depth interview with each candidate but may also include other selection assessments such as an oral presentation, preparation of written materials, and/or problem-solving exercises.

We will coordinate all aspects of the selection process for the District. This includes preparing appropriate materials such as interview questions, evaluation manuals, and other assessment exercises; facilitating the interviews; assisting the District with deliberation of the results; and contacting both successful and unsuccessful candidates.

Following the completion of the selection process, CPS HR will be available to complete the following components:

- **Arrange Follow-up Interviews/Final Assessment Process:** Should the District wish to arrange follow-up interviews and/or conduct a final assessment in order to make a selection, CPS HR will coordinate this effort.
- **Conduct In-Depth Reference Checks:** The in-depth reference checks are a comprehensive 360-degree evaluation process whereby we speak with current and previous supervisors, peers, and direct reports. (It is our policy to not contact current supervisors until a job offer is made, contingent upon that reference being successfully completed, so as not to jeopardize the candidates' current employment situation.) Candidates are requested to provide a minimum of five references. CPS HR is able to ascertain significant, detailed information from reference sources due to our commitment to each individual of confidentiality, which leads to a willingness to have an open and candid discussion and results in the best appointment for the District. A written (anonymous) summary of the reference checks is provided to the District.

- **Conduct Background Checks:** Upon a conditional job offer, we will arrange for a background check of a candidate's records on driving, criminal and civil court, credit history, education, published news, and other sensitive items. Should any negative or questionable content appear during these checks, CPS HR will have a thorough discussion with the finalist(s) and will present a full picture of the situation to the District for further review.
- **Contract Negotiation (if requested):** Successful negotiations are critically important, and we are available to serve as your representative in this process. With our expertise, we can advise you regarding current approaches to various components of an employment package. We can represent your interests with regards to salary, benefits, employment agreements, housing, relocation, and other aspects, with the ultimate goal of securing your chosen candidate.

Timeline

The project team CPS HR has selected is prepared to begin work upon receipt of a fully-executed contractual agreement. All search activities up to and including the selection of a new Assistant General Manager can be completed in 12 to 14 weeks following the kick-off meeting. The precise schedule will depend on the placement of advertising on appropriate professional and affiliate websites, and the ability to schedule, as quickly as possible, the initial meeting. A proposed schedule of major milestones is presented below.

Task Name	Month 1				Month 2				Month 3				Month 4			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Initial Meeting	➤															
Draft Brochure		➤														
Brochure Approved/ Printed & Place Ads		➤														
Aggressive Recruiting					➤											
Final Filing Date						➤										
Preliminary Screening							➤									
Present Leading Candidates								➤								
Semi-finalist Interviews									➤							
Reference/ Background Checks											➤					
Final Interviews											➤					
Appointment												➤				
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Our Executive Recruiting Team

CPS HR has assembled a strong project team with each member possessing extensive recruiting experience and a direct, in-depth understanding of local government. Our executive recruitment team will work collectively to fulfill the District’s needs in a timely and effective manner. Mr. David Niemeyer will be your dedicated project manager and primary contact. We are committed to providing each of our clients the same level of service excellence, and we take great care not to take on more work than this commitment allows. We will not utilize subcontractors for these services. No staff members will be removed or replaced without the prior written concurrence of the District.

Role/Project Assignment	Name	Phone	Email
Executive Recruiter	David Niemeyer	(916) 263-1401	dniemeyer@cpsshr.us

Project Manager Biography

David J. Niemeyer, Executive Recruiter

David Niemeyer brings 38 years of local government management experience including managing 7 communities in the suburban Chicago area. He brings an extensive practitioner’s experience in government services to the CPS HR Executive Recruitment team through his roles as Village Manager, City Manager, Village Administrator, and City Administrator/Assistant to the Mayor all in the state of Illinois. Human resources and senior executive recruitment are areas that he excels in and thoroughly enjoys.

Mr. Niemeyer led recruitments for over 15 department head vacancies as well as numerous other management positions. This included preparing recruitment profiles and brochures, screening candidates and creating a list of top candidates for the elected officials, developing interview questions, managing assessment centers, conducting background checks, and negotiating employment offers. His most recent large recruitment was for the police chief of Tinley Park which included a day long assessment center.

David has a reputation as an ethical, engaged, collaborative leader, who has excellent communication and listening skills. He has a calm, focused disposition and has worked with vocal and diverse elected boards and residents to develop a consensus on controversial issues.

Additionally, he has worked in a variety of different communities in terms of wealth, demographic, political stability, culture and differing goals. A candidate that is successful in one community may not be successful in other, and so it is important that a recruiter understands the importance of candidate fit in an organization. Mr. Niemeyer’s experience in diverse communities will help in screening candidates that are a good match for an organization.

References

Provided below is a partial list of clients we have recently worked with in providing similar executive recruitment services. We are confident that these public-sector clients will tout our responsiveness and ability to successfully place candidates that were a good fit for their organization's needs.

CLIENT/POSITIONS	CONTACT(S)
Selma-Kingsburg-Fowler County 11301 E. Conejo Ave. Kingsburg, CA 93631	Hilda Montoy, Attorney hildac@montoylaw.com
General Manager (2023)	
Sierra Lakes County Water District 7300 Short Road Soda Springs, CA 95728	Jennifer Jackson, Board Member (415) 378-4074 jjackson@slc wd.org
General Manager (2023)	
Indian Wells Valley Water District 500 W. Ridgecrest Blvd Ridgecrest, CA 93555	Jim Worth, District Counsel (661) 322-4417 jim@mhwslegal.com
General Manager (2022)	

Professional Fees and Guarantee

Professional Services

Our professional fixed fee covers all CPS HR services and deliverables associated with **Phases I, II, and III** of the recruitment process. We are also providing the fees associated with **Partial (Phase I and II only) and Outreach only services**. Travel expenses for candidates who are invited forward in the interview process are not included.

Professional Fixed Fees*	
Professional Services for Full Recruitment	\$25,000

*Professional fees would be billed and paid monthly.

One-Year Service Guarantee

If the employment of the candidate selected and appointed by the District as a result of a **full executive recruitment (Phases I, II, and III)** comes to an end before the completion of the first year of service, CPS HR will provide the District with professional services to appoint a replacement. Professional consulting services will be provided at no cost. The District would be responsible only for expenses such as re-advertising, consultant travel, additional background checks, etc. **This guarantee does not apply to situations in which the successful candidate is promoted or re-assigned within the organization during the one-year period.** Additionally, should the initial recruitment efforts not result in a successful appointment, CPS HR will extend the aggressive recruiting efforts and screen qualified candidates until an offer is made and accepted. CPS HR does not provide a guarantee for candidates placed as a result of a partial recruitment effort.



We thank you for your consideration of our proposal. We are committed to providing high quality and expert solutions and look forward to partnering with the Reclamation District 900 in this important endeavor.

Appendix A: Sample Brochure

SIERRA LAKES COUNTY WATER DISTRICT

General Manager

SIERRA LAKES
COUNTY WATER DISTRICT



The Area

The Sierra Lakes County Water District (SLCWD) is located in the beautiful Sierra Nevada. If you are seeking a challenging but rewarding General Manager water district position, and like mountains, the outdoors, and a more relaxed pace of life, this is the job and the area for you. The District's headquarters are located in unincorporated Placer County.

The area has a climate that is characterized by warm, dry summers, and snowy winters. Hiking, camping, and water sports are popular warm weather outdoor activities. Downhill and cross-country skiing are popular winter sports, and the Royal Gorge Cross County Ski Resort in Soda Springs attracts many families looking for a cross-country skiing adventure.

Lake Tahoe and Reno and all their amenities are nearby. The metropolitan area of Sacramento is just 90 minutes away, and the Bay Area is a 3-hour drive.

The area is served by the highly rated Tahoe-Truckee Unified School District, which is in the top 20% of public schools in California.

The District

The SLCWD is a California Special District operating under California Water Code Sections 30000-33901. The District provides water and sanitary sewer services to the residents of the Serene Lakes community on Donner Summit. The District area is 2,450 acres and of the 1,038 single-family lots, 815 are developed. The land surrounding the homes is owned by the Truckee Donner Land Trust, Sugar Bowl, and the Forest Service.



The primary source of the community's drinking water is Lake Serena with a backup well source. Sewage is collected and pumped to the Donner Summit Wastewater Treatment Plant, operated by Donner Summit Public Utility District, for processing before it is discharged to the South Fork of the Yuba River or used for irrigation at the Soda Springs resort. The SLCWD serves approximately 800 residential properties. The District's potable water system includes a lake intake, well, 0.5MGD surface water treatment plant, 460,000 gallon and 300,000-gallon storage reservoirs, booster pump station, and 12 miles of distribution piping. The wastewater collection system includes approximately 12 miles of sewer mains and 4 lift stations.

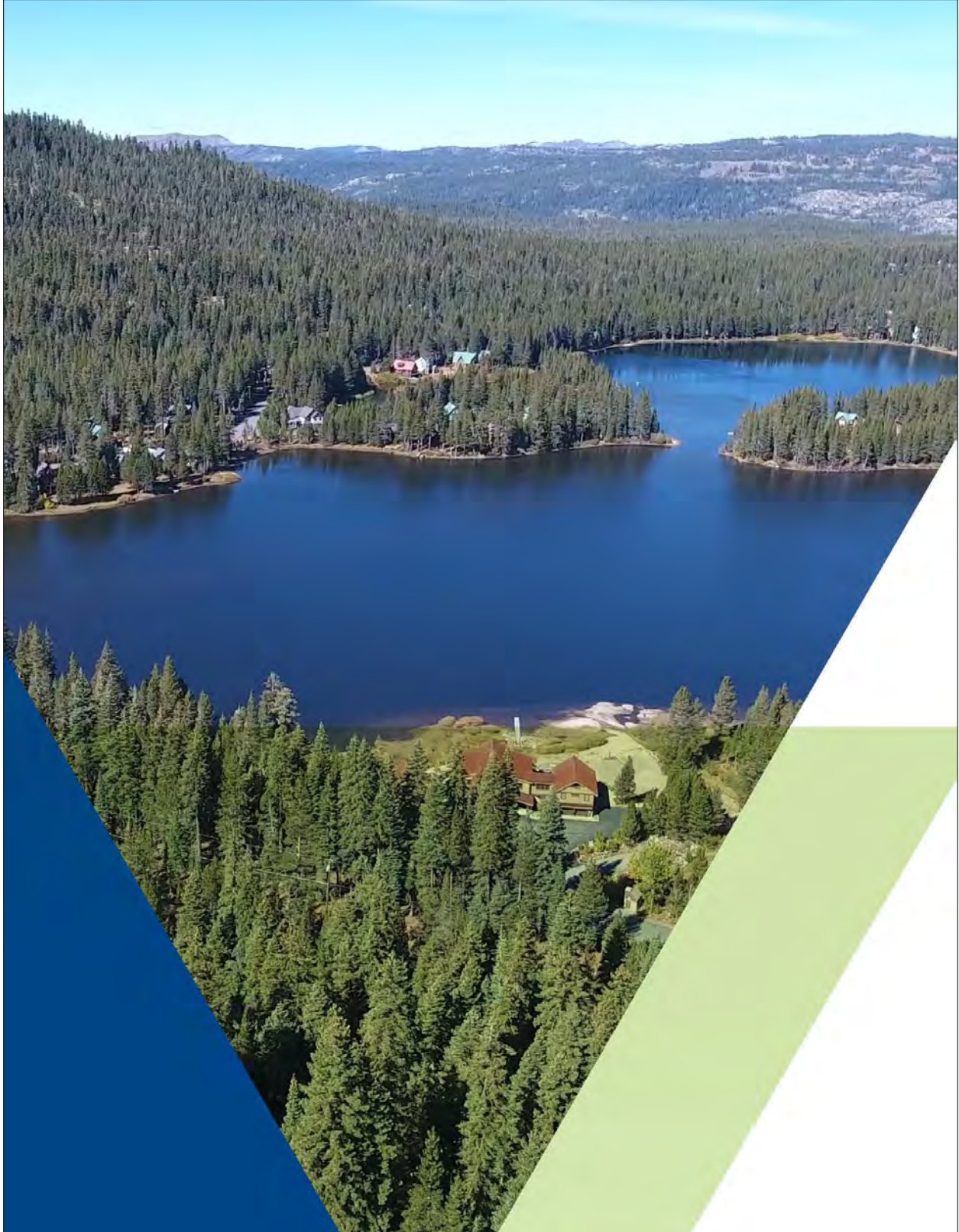
The Position

The General Manager reports to a five-member elected board of directors. The Directors are elected to staggered four-year terms and elections are held every two years, during the even-year November General Election. Directors are elected by registered voters in the district boundary and by property owners.

The General Manager is responsible for overseeing the water treatment and distribution system and wastewater collection system operations, maintenance, administration, budgeting, contracting, public relations, regulatory compliance, and infrastructure repair and replacement. The district is currently staffed by a part-time General Manager, Financial Consultant/Board Secretary, a full-time operating manager, and 2 full-time utility operators. The district utilizes an outside firm as District Engineer as needed.

The General Manager position requires a minimum average of 20-40 hours per week and presence at the District office as necessary. Duties may require a greater commitment as necessitated by projects or operations. **The District is open to candidates who are seeking full time work, as well as candidates who desire to work in a contractual or part-time General Manager position with the District, depending on qualifications and experience.**

To learn more, go to: www.slcwd.org.



Ideal Candidate

The Board of Directors has identified the following desirable qualities for their next General Manager:

- » Knowledge of local, state, and federal regulations and laws governing the management, construction, operation, safety, and maintenance of a water and/or sewer district.
- » Be articulate, credible, trustworthy, flexible but decisive, friendly, diplomatic, collaborative, charismatic, and not afraid to ask questions.
- » Has a strong commitment to public service and the community, and posses the ability to develop strong, positive relationships with field staff as well as the District's customers.
- » Well-developed skills in strategic and financial planning, people management, and regulatory affairs.
- » Jack-of-all-trades with strong analytical skills and the ability to master a wide variety of tasks.
- » Be a working manager who possesses the demonstrated ability to develop, mentor and empower employees while holding them accountable.
- » Has the ability to thrive in the mountain environment with less access to resources. Able to deal with changing weather including deep snow, water/flooding, fires/smoke, power/ISP outages.
- » Excellent community outreach and communication/listening skills.
- » Familiarity with grants and other funding opportunities that might be available to the District.

Priorities

In addition, the Board has identified key priorities for the next General Manager, which include:

- » Complete implementation of the new water metering, billing system and associated customer service/ community outreach. Currently, the District has a flat rate, all you can drink model.
- » Completion of Master capital Plan and working with Directors and Community to prioritize projects.
- » Work with the University of Nevada Reno research team that is under contract to perform a three-year health study of the Lake.



■ Experience and Education

- » Ten (10) years' experience with water and wastewater utilities, or five (5) years' experience with water and wastewater utilities, plus a bachelor's degree in Engineering or a related field.
- » Five (5) years of progressively responsible supervisory or management experience in the operations of water and wastewater utilities, including supervising system operators and other field staff, scheduling and job assignments, personnel management, and hiring/firing/disciplinary actions.
- » Two (2) years of Regulatory Permitting/Compliance experience, such as preparation of technical reports and preparation/submission of required regulatory reports.
- » Experience managing maintenance and capital improvement projects completed in-house or by consultants/contractors, including budgeting, permitting, bidding public works projects, construction administration, and inspection.
- » Experience preparing Operating and Capital Project Budgets, including monthly/annual reports, and 5-year budget projections.
- » Experience preparing reports and presentations for public meetings.

Additional Preferred Qualifications

- » California Licensed Civil Engineer
- » Experience preparing utility rate studies
- » Experience with Advanced Metering Infrastructure (AMI)
- » Experience with Lucity or other CMMS software
- » Live within 60 minutes drive of the District office
- » Experience in a small district or equivalent, or management experience in a larger district involving capital improvements and problem solving.
- » Experience reporting to elected Board of directors, including preparing reports and presentations, conducting special projects as assigned, and working collaboratively with General Counsel.





■ Compensation and Benefits

The annual salary range for a full-time General Manager position is **\$150,000 to \$175,000**. The District would negotiate a competitive compensation for a contractual/part-time position.

Benefits for a full-time employee include:

- » Retirement - CalPers
- » Vacation - Negotiable, plus holidays and sick pay
- » Health Insurance - 100% of employee plus family premiums

■ Application Process and Recruitment Schedule

The first review of resumes will be March 8, 2023. To be considered, submit a cover letter, list of six work-related references (who will not be contacted without prior notice), indication of current salary and a resume that reflects the size of staff and budgets you have managed. The cover letter should also include whether you are seeking full-time, part-time or contractual work. Your resume should indicate both months and years of beginning/ending dates of positions held.

Please go to our website to submit your application: <https://www.cpsr.us/recruitment/2162>

For more information contact:



David Niemeyer
Executive Recruiter
(916) 471-3366
dniemeyer@cpsr.us

Resumes will be screened in relation to the criteria outlined in this brochure. Candidates with the most relevant qualifications will be invited to a preliminary screening interview conducted by the consultant followed by a panel interview with the Board of Directors. An appointment will be announced shortly thereafter, following follow-up interviews and thorough reference and background checks.



EXECUTIVE RECRUITMENT SERVICES
ASSISTANT GENERAL MANAGER
RECLAMATION DISTRICT 900

Submittal date: December 8, 2023



Koff & Associates
A Gallagher Company

Submitted by:
Koff & Associates
2835 Seventh Street
Berkeley, CA 94710

Frank Rojas
Recruitment Manager
Frank_Rojas@ajg.com
510.495.0448
KoffAssociates.com

December 8, 2023

Blake Johnson, General Manager
Reclamation District 900
889 Drever Street,
West Sacramento CA, 95691

Dear Mr. Johnson,

Thank you for the opportunity to submit our proposal to assist Reclamation District 900 with Executive Recruitment services. We are excited about the possibility of developing this partnership and supporting the District with the search for its next Assistant General Manager. Koff & Associates (K&A), a Gallagher company, is uniquely qualified based on over 38 years of assisting public agencies with finding and placing candidates dedicated to public service.

Our unique selling proposition lies in K&A's experience supporting public sector clients in California and throughout the USA. Through our investment in modern recruitment technology, we offer forward-thinking services that not only provide advanced extensive sourcing and outreach but allow us to tell the story of each project through easy-to-understand data.

Conducting countless executive search efforts has made K&A an expert in identifying, targeting, recruiting, and successfully placing women and minority candidates in many of our recruitments. Diversity recruiting is an area of focus, and our firm has a vast pool of resources at our fingertips to provide outreach on an industry-wide basis to the public and private sector for qualified candidates nationwide. We pride ourselves on transparency, flexibility, and quality work.

As K&A's Recruitment Manager, I am available to answer questions about this proposal, as well as our team and recruitment services. You can reach me at (510) 495-0448 or Frank.Rojas@ajg.com.

Sincerely,



Frank Rojas
Recruitment Manager

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BUSINESS INFORMATION

Koff & Associates (“K&A”) is a full spectrum, public-sector human resources and recruiting services firm founded by Gail Koff in 1984 and has been assisting cities, counties, special districts, other public agencies, and non-profit organizations.

As of April 30, 2021, we merged with Arthur J. Gallagher and are now officially a Gallagher Division. Our headquarters are in Berkeley, CA, and we have satellite offices in Southern California, the Central Valley, the Sacramento Region, and the Western US Region. GALLAGHER BENEFIT SERVICES, INC. is our legal name. It is a Delaware company, and the FEIN is 36-4291971.

EXPERIENCE AND QUALIFICATIONS

With nearly 40 years of HR experience, Koff & Associates knows public sector employment inside and out. We are familiar with public sector organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. Our team is ready to support you at any level you wish – providing sourcing expertise, full-cycle recruitment at the start of your search through the start date of your newest employee, and everything in between.

<p>We build enduring relationships</p>	<p>K&A provides personal attention to and creates long-term relationships with our clients. Because we care about and understand your organization’s people, culture, leadership, and unique needs, we identify highly qualified candidates to support your goals.</p>
<p>We value strength in diversity</p>	<p>With our focus on inclusion, networking, and advertising with minority-based associations, we source source top talent and our placements reflect the Agencies we serve.</p>
<p>We leverage innovative search technology</p>	<p>K&A identifies candidates which traditional recruiting strategies may miss. We leverage innovative sourcing methodologies and technologies for a robust and advanced sourcing strategy that will attract hard to find passive job seekers.</p>

Our long list of clients indicates our firm’s reputation as a quality organization that produces comprehensive, sound, and cost-effective results. K&A is “hands on” and responsive with the ability and expertise to identify the ideal candidate(s) for Reclamation District 900.

K&A uses its vast network to leverage recommendations and referrals of past clients in combination with modern sourcing techniques and technology to build the best candidate pools in the market. We are a team of true recruiters with over 60 years of combined experience. Our work speaks for itself, and our primary goal is to provide professional and technical consulting assistance with integrity, honesty, and a commitment to excellence.

RECENT SUCCESSFUL RECRUITMENTS

The following is a partial list of recent executive recruitments conducted by the K&A recruitment team:

Agency	Title	Year Completed
Contra Costa Water District	Assistant General Manager (Engineering & Construction), Finance Director, Assistant General Manager (Water Resources, Operations, & Maintenance)	2023 – 2022
South Tahoe Public Utilities District	General Manager	2023
Valley Sanitary District	General Manager	2023
West Valley Water District	General Manager, Assistant General Manager	2023
East Valley Water District	General Manager/Chief Executive Officer	2022
Los Angeles County Vector Control District	General Manager	2022
Stinson Beach Co. Water District	General Manager	2022
City of Avalon	Public Works Director	2023
City of Berkeley	Information Technology Director, Public Works Director, Deputy City Attorney (2), Director of Health, Housing and Community Services, Operations Manager (2), Accounting Manager	2023 – 2020
City of Carson	Director of Finance, Public Works Operations Manager, Community Services Director, City Manager, Public Works Director	2023 – 2019
City of East Palo Alto	City Manager, Chief of Police	2023
City of Gilroy	Utilities Director, Public Works Director, City Engineer/Transportation Engineer, Fire Division Chief	2023
City of Long Beach	Data Center Officer	2023
City of Los Altos	Housing Manager	2023
City of Menlo Park	Assistant Administrative Services Director (Finance), Human Resources Manager	2023
City of Modesto	Engineering Division Manager – Utilities	2023
City of Ontario	Investments & Treasury Officer, Accounting Manager, Assistant Community Development Director	2023 – 2022
City of Oxnard	Library Manager, City Traffic Engineer, Chief Financial Officer, Budget Manager, Public Works Director, Asst. Public Works Dir. (2), Purchasing Manager, Controller, Communications & Marketing Manager, Assistant City Attorney, Planning & Environmental Manager, Assistant Director of Housing Programs, Environmental Waste Division Manager	2023 – 2017
City of Palm Springs	Fire Chief, City Manager	2023



City of Pasadena	Director of Library & Information Services, Chief of Police, Controller, Director of Parks, Recreation and Community Services	2023 – 2022
City of Patterson	Director of Recreation & Community Services, Finance Director	2023 – 2022
City of Redlands	Director of Human Resources	2023
City of Rialto	Director of Community Development, Director of Engineering Services	2023 – 2022
City of Richmond	Director of Finance	2023
City of Riverside	DEI (Diversity, Equity, and Inclusion) Officer, Debt & Treasury Manager, Budget Manager	2023 – 2022
City of Salinas	Finance Director, City Manager, Chief of Police, Assistant Finance Dir.	2023 – 2021
City of San Bernardino	City Manager, Director of Public Works, Chief of Police, Director of Human Resources, Deputy Director of Human Resources (Risk), Director of Finance, Director of Animal Services	2023 – 2019
City of Sanger	City Manager	2023
City of Santa Fe Springs	City Manager	2023
City of Santa Monica	Director of Transportation, City Engineer	2023
City of Scottsdale, AZ	Economic Development Director	2023
City of Seaside	Assistant Public Works Director	2023
City of Soledad	City Manager	2023
City of Visalia	Administrative Services Director	2023
City of Vista	Assistant City Manager, Director of Community Development, Director of Engineering, Fire Chief	2023
City of West Hollywood	Economic Development Director	2023
Coachella Valley Water District	Director of Environmental Services	2023
County of Riverside	Department Public Information Officer I, County Counsel, DEI (Diversity, Equity, and Inclusion) Officer, Chief Executive Officer, Animal Services Director	2023 – 2020
East Bay Regional Park District	Chief Information Officer, Chief of Design & Construction, Chief of Interpretive & Recreation Services	2023
North County Transit District	Chief Executive Officer, Chief People Officer	2023
Orange County Mosquito & Vector Control District	Human Resources Director	2023
Yolo Transportation District	Director of Finance & Administration	2023
CALAFCO	Executive Director	2022



City of Calexico	City Manager, Chief of Police	2022
City of Cherry Hills Village, CO	Chief of Police	2022
City of Lawndale	Director of Finance / City Treasurer	2022
City of Leavenworth	City Administrator	2022
City of Long Beach	City Treasurer	2022
City of Millbrae	Community Development Director, Public Works Director, Finance Director	2022 – 2020
City of Oceanside	City Manager	2022
City of Oroville	Chief of Police	2022
City of San Jose	Assistant CIO, Chief Information Officer	2022
City of Signal Hill	City Manager	2022
City of Tracy	City Attorney	2022
City of Woodland Park, CO	Chief of Police	2022
County of Stanislaus	Director of Animal Services	2022
Metro Parks Tacoma	Chief Financial and Administrative Officer	2022
San Mateo County Transportation Authority	Deputy Director, Transportation Authority; Executive Officer for Civil Rights, Employee & Labor Relations, and Human Resources; District Surveyor, Real Estate	2022 – 2021
Santa Barbara MTD	Director of Finance and Administration, Director of HR and Risk	2022
City of Chico	Public Works Director	2021
City of Colton	Public Works & Utility Services Director	2021
City of Glendale	City Manager	2021
City of San Diego	Director of Transportation	2021
County of Santa Clara	Planning Services Manager/Deputy Director	2021
First 5 Alameda County	Human Resources Director	2021
Humboldt Waste Management Auth.	Executive Director	2021
County of Tulare	Director of Human Resources & Development, Director of Information & Communications Technology	2021 – 2020
Orange County Social Services Agency	Chief Deputy Director, Division Director (3)	2021 – 2019
Tahoe RPA	Director of Human Resources & Organizational Development	2021

PROJECT TEAM

Frank Rojas **Recruitment Manager**

Frank brings more than thirty (35) years of recruiting experience from the highly competitive direct placement and contracts labor industries and the corporate environment. He has significant experience placing corporate leaders, executive, professional, and technical staff, including individual contributors for the government sector, non-profits, aerospace, architectural and engineering, information technology, petroleum and chemical, energy, power, civil/structural, transportation, and private industry.

Frank began his career in Contract Labor. Over the next 30+ years, he launched seven start-up offices in several states and locations, providing direct placement and contract support to hundreds of clients in virtually all industries and levels of talent. He continued his career in the non-profit environment, managing and building talent acquisition support during significant growth periods. Having been a speaker at several networking and career coaching venues, Frank believes in utilizing traditional recruiting methodology with social media.

In addition to recently completing recruitments for the City of Pasadena, County of Riverside, West Valley Water District, City of Millbrae, and Contra Costa Water District, recent successful efforts include positions of City Manager, Finance Director, County Executive Officer, Director of Human Resources & Development, City Treasurer, DEI Officer, Chief of Police, and Director-level hires for Information Technology, Social Services, Public Works, Economic Development, Community Services, Animal Services, and Division/Site General Managers.

Frank has been named in the top 1% viewed profiles on LinkedIn and has established a strong client and customer base through trust, effective recruiting, relationship building, and teamwork.

Joshua Boudreaux **Recruiting Supervisor**

Joshua has over nine (9) years of public sector Human Resources experience.

He began his public sector journey as a labor representative with the Orange County Employees Association representing employees in grievances, investigations, meet and confers, interactive processes, arbitrations, and negotiations. He transitioned into the HR world at the City of Anaheim where he led classification and compensation projects. At the Orange County Fire Authority, he worked closely with Battalion and Division Chiefs on projects such as classification and compensation, employee relations, and recruitment.

Prior to joining K&A, Joshua served as an Administrative Manager for the County of Orange where he handled employee grievances, conducted investigations, and represented the County on meet and confer items. He served as the President of the Orange County Human Resources Consortium in 2017-2018. Since joining K&A, Joshua partners his classification and compensation experience, marketing skills, and recruitment experience to bring a full-service experience to all clients. He currently manages full-cycle recruitments for California public sector agencies including, cities, counties, and special districts. He provides supervisory oversight for technical, professional, and management recruitments.

Joshua earned his B.S. in Political Science with a concentration in American Politics from the University of California, Los Angeles; his Master's in Public Administration from Chapman University (Brandman); and a Master's Certificate in Human Resources with emphasis in Labor Relations from Cornell University.

Current & Previous Recruitments: City of Seaside – Associate Engineer, Senior Engineer; City of Fairfield – Fire Inspector I/II; Valley Water District – Environmental Planner/Regulatory Specialist, Senior Engineering Technician, Sr. Information Systems Technician; County of Sonoma – Real Estate Manager; Alameda County Water District – Director of Engineering; Dublin San Ramon – Waste Water Treatment Superintendent, Electrician II; City of Long Beach – Jail Administrator, Medical Director, Occupational Health Services Manager; Port of Oakland – Maintenance Manager; City of Gilroy – Fleet Superintendent; Big Bear Lake – Senior Accountant; City of Richmond – Budget Administrator, Accounting Manager; Monterey One Water – SCADA Analyst; City of Richmond – Deputy Director of Community Services: Employment and Training.

Amanda Kreller **Executive Recruiter**

Amanda brings over twenty (20) years of diverse expertise spanning the public and private sectors with a strong focus on executive search, recruitment process outsourcing, and corporate environments. Throughout her career, she has excelled in identifying and connecting outstanding individuals across all organizational levels, ranging from corporate leaders and executives to professionals, technical experts, and individual contributors. Amanda's unwavering dedication to fostering diversity, equity, and inclusion (DE&I) practices is evident in her commitment to sourcing the most exceptional talent for every unique context.

Amanda's educational background includes a Bachelor of Arts (BA) degree in Marketing and Media Studies from San Diego State University, as well as a Master in Education (MEd) in Elementary Education. She is a certified teacher who began her professional journey in the public school system, teaching grades EC-5. Her passion for education extended to serving as a board member for local private schools.

Drawing on her diverse experiences, Amanda smoothly transitioned into recruiting for government agencies such as City of Los Angeles, City of San Diego, City of Long Beach, City of Laguna Beach as well as companies across a range of industries, including biotechnology, environmental, healthcare, technology, legal, finance, human resources, and marketing.

Amanda has honed her skills in providing innovative solutions and support in areas such as organizational development and management, talent engagement and placement, and process improvement strategies. Her multifaceted background equips her with a unique perspective and enables her to offer valuable insights and guidance in various aspects of talent acquisition and organizational growth.

Chelsea Freeman **Executive Recruiter**

Chelsea's professional qualifications include seven years of experience working in the public sector, mostly with the California State University system. Chelsea also has nine years working in the private sector in manufacturing. In her role as Classification, Compensation and HR Operations Manager, she was responsible for developing and implementing a compensation philosophy for staff and faculty, as well as implementing process improvement efforts within the HR operations. She provided ongoing consultation to Managers

relating to recruiting, best practices in hiring which included Diversity and Inclusion training, and properly classifying and compensating employees.

Chelsea earned her B.A. degree in Communications from Sonoma State University.

Current & Previous Recruitments: City of Fairfield- Senior Information Technology Analyst; Coachella Valley Water District- Associate Civil Engineer, Assistant Civil Engineer; City of Pittsburg- Assistant City Engineer; South Tahoe Public Utility District- Senior Engineer, Associate Engineer; City of Berkeley- Accounting Manager; City of Long Beach-Data Center Officer; City of Richmond- Director of Finance, Coachella Valley Water District- Environmental Services Director.

Peter Smith
Executive Recruiter

Pete brings 18 years of recruiting experience to the table. He has recruited in the public and private sectors in searches spanning nearly every discipline. Examples of his expertise include: executive, director, and professional roles in the public sector; accounting, finance, and treasury; C-Suite positions; private sector director and manager roles generally; and professional roles including legal, accounting/CPA, and healthcare. Further, he has experience in all technical roles, including transportation and public works.

Pete has a Bachelor's of Science in Business Administration with an emphasis in International Business and has started and led several recruiting offices in California.

Pete's success as a recruiter is rooted in values, hard work, and determination. He views his role towards candidates as one as a trusted advisor. It is a matter of helping the candidate understand the realities of the industry and market and explaining in detail what the client/employer is looking for, while maintaining appropriate levels of discretion towards all. Regarding clients, a perspective of complete candor is essential. A consultative approach is required whereby the client is assisted in understanding how their needs intersect with the candidate's perspective. Pete employs state-of-art technology in recruiting, including AI tools, but combines this with traditional, high-touch efforts.

Pete prides himself on universal success in unearthing fantastic candidates. His secret is diligence tempered by constant re-evaluation of metrics and results. There is no such thing as a failed search, only a failure of awareness and creativity.

Ember Plummer
Recruitment Coordinator/Project Support

Ember supports the Koff & Associates team as a Recruiting Coordinator/Project Support. Since joining K&A, they have helped to develop efficient processes to streamline recruiting services. They support the recruiting team in a broad range of administrative needs and in preparing reports and documentation for clients.

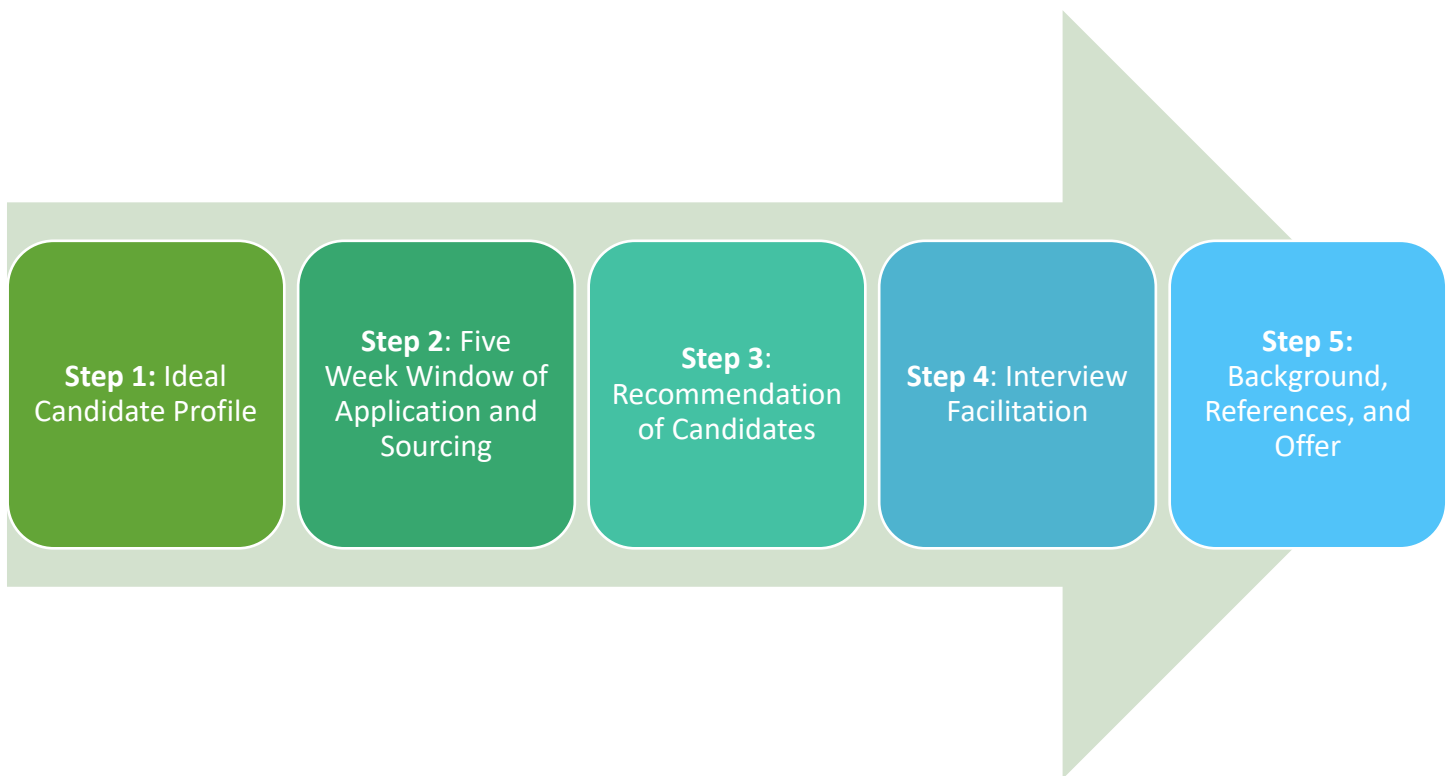
Ember earned their B.A. in English Language & Literature and World Literature from Smith College in Northampton, MA.

PROJECT APPROACH/METHODOLOGY

Our philosophy ensures thorough, thoughtful, and strategic sourcing, evaluation, selection, and vetting of candidates. We reach out directly to potential candidates, referral sources, professional associations, and user groups, etc. by using business media, outreach emails, general advertising, **and most importantly picking up the phone and actively calling passive applicants.** This strategy also includes focused advertising on websites and in publications specific to women and minority candidates.

K&A will provide weekly progress reports to the District and participate in conference calls and onsite meetings as requested.

We are responsible for ensuring compliance, adhering to, and maintaining all legally mandated documentation throughout the process.



Step 1: Ideal Candidate Profile

Developing the profile for the ideal job candidate for the position is crucial for a successful search process.

We will coordinate with the District in identifying and developing:

- The various organizational needs, vision, mission, goals, strengths, challenges, opportunities, and culture of the organization;
- Position competency requirements, i.e., knowledge, skills, and abilities;
- Personal and professional attributes required of and priorities for the new incumbent;
- Type of working relationship senior leadership desire with the new incumbent;
- Advertising strategies in conjunction with a national and/or regional outreach campaign;
- Compensation levels; and
- Schedule of deliverables from K&A.

After meeting(s) with the District, there will be a consensus of the key qualifications and characteristics of the position and the process, action plan, and timetable to be utilized for the recruitment process.

Brochure Design & Posting

Following the development of the candidate profile, an eye-catching recruitment brochure will be professionally produced in coordination with the District's feedback. The brochure will highlight the strengths of Reclamation District 900 and the surrounding community. The brochure will feature the organizational structure and services of the District, its mission and goals, pertinent facts regarding the position, and necessary and desirable candidate qualifications.

Step 2: Five Week Window of Application & Sourcing

K&A can, at the request of the District, facilitate community surveys or community outreach forums to encourage feedback from residents. A report of resident comments will be provided to the District prior to first-round interviews.

Our effort will include a variety of activities designed to build the best available candidate pool. Our techniques and methodologies allow us to source from extensive pools of potential candidates and referral sources.

In coordination with the District, K&A will:

- Identify prospects;
- Provide each potential candidate with access to the recruitment brochure;
- Capture interested candidates in our recruitment project database; and
- Provide representative data to the District, including candidate documents, interview notes, and an outline of the recruitment process.

Step 3: Recommendation of Candidates

K&A will provide the District with a report of the leading candidates to further narrow the pool to the most highly qualified and establish the best organizational fit of each potential finalist. This screening process is specifically designed to assess the personal and professional attributes the District has identified and will focus on each candidate's ability, technical competency, and fit with the District's values, culture, and needs. Our assessment will consist of:

- Experience and qualifications;
- Cultural fit based on our understanding of essential intangibles;
- Clarity of any issues identified in the submitted documents;
- Reasons for position interest,
- The level of commitment to the position and the organization; and
- Other issues, including salary requirements.

Step 4: Interview Facilitation

We will advise and develop interviewing strategies and a menu of questions that will help analyze candidates' qualifications and management/work styles. We will facilitate all necessary communications with the District and candidates to ensure everyone is well prepared.

Interview questions will elicit information about each candidate's technical skill set, experience, leadership skills, adaptability, political astuteness, self-awareness, and other important aspects of the ideal candidate profile.

Questions, evaluation tools, and additional materials will be assembled in intuitive and user-friendly interview packets. We will use evaluation criteria agreed to by the District.

The Project Manager will coordinate interviews, interview schedules, and finalize the process. We will provide oversight during the panel interview process and facilitate a focused discussion with the District at the beginning and conclusion of the interviews to identify the most qualified candidate(s) for final interviews.

Step 5: Background, References, and Offer

K&A provides a thorough and quality reference and background check process for our clients. We start by calling candidates' employment and professional references and having an in-depth discussion, covering their strongest business characteristics, work style, interpersonal skills, and position-specific knowledge. All references will be documented and presented in a concise, user-friendly manner.

Background checks are conducted in coordination with a third-party firm to verify educational degrees and employment records and confirm clear driving records, criminal records, and financial history/credit. Reports can be tailored to clients' needs upon request. Safety for clients and their communities is our priority, so rest assured that we, as well as our background contract firm, meet or exceed relevant reporting requirements.

K&A can facilitate and lead the negotiations of the final terms and conditions of employment, such as the compensation package, benefits, and other perquisites (perks). We will notify all candidates not selected as finalists for the position.

Project Schedule

The following is a typical schedule for conducting recruitment efforts. Search efforts for executive recruitments generally take twelve to fourteen (12-14) weeks to complete, allowing enough time for all steps of the process and client schedules.

Weeks	2	4	6	8	10	12	14
Step 1							
Step 2							
Step 3							
Step 4							
Step 5							

K&A Organizational Diversity Statement

This statement reaffirms our commitment to affirmative action and providing equal employment opportunities to all employees and applicants for employment in accordance with equal opportunity and affirmative action laws.

We affirm our personal and official support of these policies, which provide that K&A is committed to implementing the affirmative action policies, programs, and procedures included in this plan to ensure that employment practices are free from discrimination. Employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. We will provide reasonable accommodation to applicants and employees with disabilities.

REFERENCES

We are proud of our past recruitment work with clients to successfully place candidates to meet their organization's needs.

Recruitment & Agency	Contact
City of Riverside DEI (Diversity, Equity, and Inclusion) Officer, Debt & Treasury Manager, Budget Manager	Edward Enriquez, CFO (951) 826-5972 EEnriquez@riverside.gov 3900 Main St, Riverside, CA 92501
City of Palm Springs Fire Chief, City Manager	Stephanie George Director of Human Resources 760.323.8217 Stephanie.George@palmspringsca.gov 3200 E. Tahquitz Canyon Way Palm Springs, CA 92262
City of Pasadena Director of Library & Information Services, Chief of Police, Controller, Director of Parks Recreation and Community Services	Tiffany Jacobs-Quinn, Human Resources Director (626) 744-4126 tjacobsquinn@cityofpasadena.net 100 Garfield Ave, Pasadena, CA 91101
West Valley Water District General Manager	Haydee M. Sainz Human Resources & Risk Manager (909) 820-3712 hsainz@wvwd.org 855 W. Baseline Rd. Rialto, CA 92377

PRICING PROPOSAL

Project

- Assistant General Manager

Professional Fee and Expenses

- Total not-to-exceed professional fee of \$25,000, which includes all professional services and expenses, including brochure development and design, advertising, printing and shipping, associated consultant travel if required, and background.
- Invoices will be billed monthly in four equal increments of \$6,250.

Note: Expenses do not include candidate travel.

Optional: Recruitment Video

In addition to the standard recruitment brochure, K&A can develop a Recruitment Video to better highlight the positive elements of the organization and community. These videos have proven to attract more job seekers and effectively expand the talent pool. Videos run approximately three-minutes in length and highlight the workplace environment, local landscape, and include interviews with selected staff. This video is optional and costs \$4,000.

Placement Guarantee

K&A is committed to recommending only the most qualified candidates who meet all the necessary requirements and qualifications and are also a cultural fit for the District. We proactively recruit for each search effort until a successful candidate is placed.

Therefore, we promise to present to the District a selective pool of candidates that met or exceeded our standards during the thorough screening processes and have been identified as ideal matches for the position. Should the District disapprove of all final candidates or should none pass the final interview and reference check process, we will work to find a new slate of candidates at no added cost, with the possible exception of necessary advertising.

In addition, for full recruitments for executive and mid-management positions, should the incumbent leave the position or be terminated from employment within 12 months of hire due to performance issues, we commit to conducting a one-time additional executive search to identify a replacement and only charge related expenses as described in the Pricing Proposal.

Overall, K&A's retention rate during the first 12 months of hire is robust and has been above 95% over the last several years.

OTHER: PROFESSIONAL SERVICES AGREEMENT ACKNOWLEDGEMENT

We will be pleased to sign the District's professional services agreement for recruitment services, however we respectfully request that the District will allow for a period of negotiation of certain terms in the professional services contract related to liability, indemnity, insurance, and other terms. We have found that we have always come to an agreement with all of our clients in the past and appreciate the District's flexibility in reviewing certain terms in a collaborative fashion between our legal counsels.

INSURANCE ACKNOWLEDGEMENT

Gallagher shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:

- Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than \$2,000,000 per occurrence;
- Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;
- Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of \$1,000,000 per accident for bodily injury and property damage;
- Umbrella Liability insurance providing excess coverage over all limits and coverages with a limits no less than \$10,000,000 per occurrence or in the aggregate;
- Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than \$5,000,000 per claim, or \$10,000,000 in the aggregate;
- Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than \$2,000,000 per claim and in the aggregate, inclusive of defense cost; and
- Crime insurance covering third-party crime and employee dishonesty with limits of no less than \$1,000,000 per claim and in the aggregate.
- All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to Client upon request.

SIGNATURE PAGE

We thank you for your consideration of our proposal. We are committed to providing high-quality service and investing in a long-term partnership.

This proposal is valid for ninety (90) days.

Respectfully submitted,

By: **KOFF & ASSOCIATES**
State of California



Frank Rojas

Date: December 8, 2023

Recruitment Manager



CONTRA COSTA
WATER DISTRICT



CONTRA COSTA WATER DISTRICT

Assistant General Manager

(Water Resources, Operations & Maintenance)

THE COUNTY

Contra Costa County is one of nine counties in the San Francisco /Oakland Bay Area covering approximately 733 square miles. The County has one of the fastest growing workforces among Bay Area counties and is rich in ethnic, cultural, and socioeconomic diversity. With a current population above 1.1 million, Contra Costa County is the ninth most populous county in California. The County includes 19 incorporated cities with varied urban, suburban, industrial, agricultural, and port areas. A large part of the County is served by the Bay Area Rapid Transit District (BART) mass transit system, which has helped enable significant residential and commercial development. Prestigious public and private academic institutions, including Stanford University, University of California at Berkeley, University of San Francisco, the University of California at Davis, Saint Mary's College, and various California State University campuses, are within driving distance.

THE DISTRICT

Based in Concord, California, the Contra Costa Water District (CCWD) delivers safe, clean water to approximately 500,000 people in central and eastern Contra Costa County. Formed in 1936 to provide water for irrigation and industry, CCWD is one of the largest urban water districts in California and a leader in drinking-water treatment technology and source water protection. In addition to providing drinking water to residences and businesses in the community, CCWD also serves approximately 15 major industrial customers and 25 agricultural customers in the area.

MISSION

The Mission of the Contra Costa Water District is to strategically provide a reliable supply of high-quality water at the lowest cost possible, in an environmentally responsible manner. This mission is accomplished using the following core values: Safety, Trust, Responsibility, Exceptional Service, Employee Success, Teamwork, Continuous Improvement, Recognition, and Communication.

GOVERNANCE

CCWD is governed by five elected Directors, each representing a division of approximately 110,000 people. Each Director is elected to a four-year term. Elections are consolidated with the statewide election and held every two years in November on even-numbered years. Candidates must be registered voters and must reside within the District's service area.

THE POSITION

The Assistant General Manager (AGM) of Water Resources, Operations & Maintenance is responsible for assisting the General Manager in managing and directing the activities

of District operations including planning, organizing, and directing the District's Water Resources Division and Operations and Maintenance Department; recommending policies and procedures related to assigned departments and divisions; providing highly complex assistance to the General Manager; and performing related duties as assigned. The AGM will oversee short- and long-term planning and the development and administration of policies, procedures, and services. Successful performance of the work requires knowledge of public policy, District functions and activities, including the role of the District's Board of Directors, and the ability to develop, oversee, and implement projects and programs in a variety of areas. The AGM will oversee approximately 150 staff including represented employees. A background in water resources planning and operations as well as working with a unionized workforce is highly desirable.

Duties include but are not limited to the following:

- Participate regularly in leadership and management programs and provide direction to staff and all levels of the organization. Promote effective and efficient operations throughout the organization by facilitating interdepartmental cooperation and sharing of resources.
- Develop, plan, and implement goals and objectives consistent with the District's adopted organizational mission, values, and goals and utilize performance planning techniques to identify, establish, achieve, and measure goals and objectives.
- Train, motivate, and direct department personnel to build a department of high performance and accountability. Create consistent goals, priorities, and performance metrics to ensure fairness and equitability.
- Lead and direct the management of water resources activities including securing and maintaining water supplies and water quality sufficient to meet District needs. Manage the District's conveyance, storage, transmission, distribution, and treatment facilities, and districtwide water quality functions to ensure reliable 24/7 operations.





- Represent the District as principal expert in regulatory proceedings, hearings, and/or formal meetings dealing with water resources, rights, and quality issues.
- Evaluate proposed, new, and current legislation to protect the District's water supply, quality, and reliability. Provide counsel to the General Manager and Board of Directors regarding District positions and make recommended changes for legislation, water resource policy development and implementation.
- Work with Public Affairs to develop engagement strategies to ensure clear, consistent, and transparent communication of the District's positions on legislation, projects, and related activities to support the District's Mission and protect the District's interests.
- Direct the procurement of water resources by leading the negotiation of complex agreements related to securing and maintaining water supplies of quality and quantity sufficient to meet District needs. Serve as the inter-agency liaison with state, federal, and local agencies and organizations.
- Build and maintain positive working relationships with inter-departmental staff, partnering agencies, and the public using principles of good customer service.
- Research, prepare, and present staff, financial, operations, and administrative reports and other necessary correspondence to various audiences, including the Board of Directors.
- Lead by example and serve as a champion for the District's Diversity, Equity, and Inclusion Program and the Employee Health and Safety Program with continuous improvement efforts.
- Performs related duties as assigned.

THE IDEAL CANDIDATE

The ideal candidate will be an innovative, collaborative team-builder and strategic leader with extensive management and technical abilities. The successful candidate will be hands-on, creative, and solutions-oriented, able to create hybrid teams using a combination of internal staff, industry partners, and external consultants to build a culture of efficiency using best practices and continual process improvement, teamwork, and an environment of high performance. Solid communication

and interpersonal skills are necessary to establish positive working relationships; must be approachable and work well with individuals at all levels of the organization. The selected candidate will exemplify personal integrity, political savvy, dedication to public service, and a commitment to the core values of diversity, equity, and inclusion.

Key Attributes and Characteristics

- A solid leader and role model with a positive presence who demonstrates initiative, is action-oriented, exercises good judgment, treats others with respect, and is open and approachable.
- An active problem solver who anticipates and responds to problems in a timely manner, develops alternative solutions, and is able to bring resolution to issues quickly, involving others as needed.
- A relationship builder, committed to excellence with a strong customer service ethic and the ability to empower employees, while also holding them accountable.
- A commitment to diversity, equity, and inclusion in growing and building staff and team support.
- An outstanding manager of people who provides guidance and professional support to staff, offers regular feedback to employees, and serves as a mentor in providing training and growth opportunities.
- An individual who leads from the front and is willing to roll up their sleeves in emergency situations. A working manager who motivates by example as well as inspiration.
- Excellent communication and interpersonal skills necessary to build and foster positive working relationships with all levels of staff, executive leadership, government agencies, and other key stakeholders and business partners.
- A leader who is collaborative and supportive in working with executive leadership, ensuring the organization works toward a common goal.
- A person with the highest ethical standards who commands the trust and respect of peers through conduct of high integrity and professionalism.



- Participation in Social Security and Medicare.
- Extensive Wellness Program including 50% employer-paid gym membership.
- Health Insurance Credit for eligible dependents who have other medical benefit coverage. Educational Assistance Program up to \$3000 per year per employee.
- Employer paid Employee Assistance Program offering counseling and referral services.
- Free admission to Los Vaqueros Reservoir that offers recreation areas, fishing, boating, and hiking trails.

APPLICATION AND RECRUITMENT PROCESS

The final filing date is Monday, October 2, 2023.

To be considered, please electronically submit your resume, cover letter and a list of five professional references (references will not be contacted in the early stages of the recruitment) to: <https://koffassociates.com/ccwd-assistant-general-manager-2/>

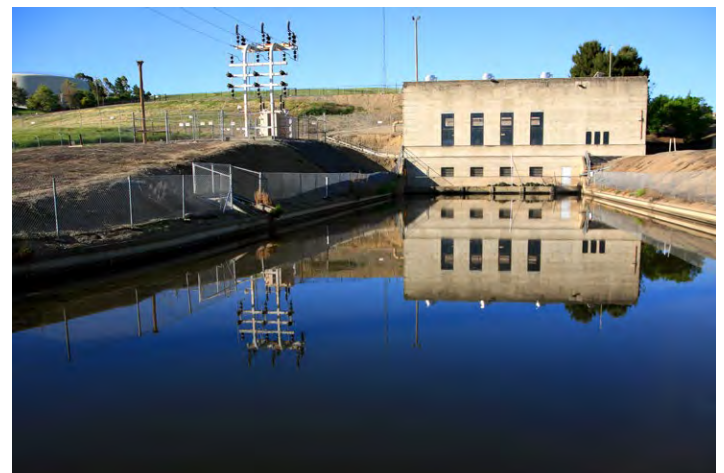
Resumes should reflect years and months of positions held, as well as size of staff and budgets you have managed. For additional information, please contact:



Frank Rojas
Phone (510) 495-0448
frank_rojas@ajg.com

Website: <https://koffassociates.com/>

Resumes will be screened based on the criteria outlined in this brochure. Candidates with the most relevant qualifications will be given preliminary interviews by the executive recruiter. Koff & Associates will report the results to the CCWD. The CCWD will then select candidates who will be invited to participate in a formal interview process. Extensive reference and background checks will be completed on the selected candidate.



QUALIFICATIONS

Any combination of education, training, and experience that would likely provide the knowledge, skills, and abilities to successfully perform in the position is qualifying. A typical combination includes:

- Equivalent to a bachelor's degree from an accredited college or university with major coursework in engineering, business or public administration, or a related field.
- Ten (10) years of increasingly responsible administrative experience in water utility operations and maintenance and/or water resources management.
- Five (5) years of senior level administrative and management responsibility.

SALARY AND BENEFITS

The salary range for the Assistant General Manager – Water Resources, Operations & Maintenance) is \$236,017.00 - \$286,894.44. The starting salary is expected to be at mid-point.

In addition to a competitive salary, for regular-status positions, the Contra Costa Water District offers an excellent benefits package as follows:

Unrepresented employee benefits include:

- Employer-paid medical, dental, vision, and life insurance.
- Employer-paid short term and long-term disability insurance.
- Voluntary participation in the Flexible Spending Accounts for dependent care and healthcare reimbursements.
- Flexible Benefit of \$170 per month; equating to \$2040 per year.
- Voluntary participation in the 401(a) and 457(b) deferred compensation plans with up to a 5% employer match.
- 11 paid holidays plus 16 hours of floating leave per year.
- 110 hours of paid administrative leave per year.
- 15 days of vacation accrual during the first two years; 17 days per year accrual from years two to four; with additional accrual increases thereafter.

Recruitment Proposal

Executive Summary

This Proposal outlines the recruitment services proposed by W3GLOBAL for the Assistant General Manager Opportunity Offered by Reclamation District 900. This document also includes specific terms and conditions for the services we provide.

- **Contact information**

- *Bob Wagner*
- *bob@w3global.cm*
- *469-252-5782*

- **About us and our resources?**

- *W3Global has been in this business for the past 16 years and well established in Non IT and IT staffing and we are built with 600+ employees throughout the U.S, Canada, U.K, India and soon starting in the middle east.*
- *We have extraordinary ATS with our own database of candidates, apart from this we have premium accounts with LinkedIn, Indeed, Monster and Career Builders as we do not compromise on quality and don't mind spending on these tools to get our clients what they need.*

- **How many clients are you currently working with?**

- *I have been working with W3Global, Inc for the past 5 years and have had chance to work with numerous clients and most of them are pretty happy with my turn around time.*

- **What type of service level commitment do you provide to your client?**

- *Excellent commitment is what I can offer you as I have ace recruiters who can get you the right level of candidates that you are looking for and ensure that the quality and the experience would not be compromised while sending the resumes.*

- **What is your area of specialty in recruiting?**
 - *Me and my team has been successful in Waste Water Treatment facilities, sales, Construction and manufacturing related jobs. But I'm jack of all trades and I have worked on various jobs with various requirement that clients requested for.*
 - *Specially for Wastewater Industry have placed Operations Superintendent, Maintenance Manager, more than 15 wastewater operators, 2 Reliability Supervisors, 1 communications manager, 1 Purchasing Manager and 1 Operations supervisor, 2 HRs in the past 3 years.*

- **Our terms:**
 - *Fee: 20% on the candidate's annual base salary.*
 - *Payment terms: 15 days from the start date of the candidate.*
 - *Warranty: 60-day free replacement*

Looking forward to working with you 😊



General Manager Update

January 2024

ADMINISTRATION/FINANCE

Staff working with District's accountant for our yearly audit.

Staff will be going through CPR and First Aid training within the next several months. Yolo County will be providing the training.

OPERATION AND MAINTENANCE

LEVEE/DRAINAGE/PUMP MAINTENANCE

Ditch cleaning continues throughout winter. Staff is finding quite a few disposed of tires within ditches. Staff disposes at Yolo County Landfill.

Staff coordinates often with the City for debris cleanup.

Main pump station structural issues have been corrected. Two of the three pumps/motors have been installed and are operational. Third pump should be up and running by the end of January. There is plenty of pumping capacity at this pump station even with this pump not operational.

PROJECTS

Blacker Canal Bank Stabilization Project

Still working with Dept. of Fish and Wildlife (DFW) to discuss 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. The District has two existing mitigation sites that may need to be used to meet DFW permit requirements.

Construction of Blacker Canal proposed for summer 2024.

RD900 OFFICE, 889 DREVER ST.

WATER LINES

Meeting with contractors to discuss best approach for replacing water lines in office.

ROOF

A Request for Proposal has been issued to repair roof over the garage.

OFFICE LANDSCAPING AND SIGNAGE

The District's engineer will prepare landscaping plans and signage for the office building.

PERIODIC LEVEE INSPECTIONS

DWR/USACE

USACE periodic inspection was originally slated for September. District has not heard from the USACE for an updated schedule.

Damages from this past winter to the levee along the Deep-Water Shipping Channel and the Sacramento River levee near the City's Water Treatment intake have been inspected by the USACE. These projects will be covered under PL84-99. Repair work will probably not occur until 2025/26.

District will be meeting with the USACE and DWR for inspection near the City's Water Treatment intake on January 17.

EMERGENCY PREPAREDNESS

FEMA/Cal-OES

FEMA and District staff have completed analysis for debris cleanup and electrical and fuel overages for the pump stations. Final reimbursement numbers should be available in January. Damages to the Main Canal and the eastern portion of Blacker Canal are now being reviewed.

COORDINATION WITH OTHER PROJECTS

DWR/Central Valley Flood Protection Board

COORDINATION WITH OTHER AGENCIES

WEST SACRAMENTO AREA FLOOD CONTROL AGENCY/USACE

The Yolo Bypass East Levee, South Project is complete with the exception of one gate at the end of Channel Drive. Gate should be installed by the end of January.

The Yolo Bypass East Levee, North Project is getting underway. No construction will occur until after the wet season.

FUTURE

February 21, 2024 – RD 900 Board Meeting, 5:30 pm (potential conflict with Port Commission Meeting)
February 22, 2024 – WSAFCA Board Meeting 9:30 am



Rebuilt motors/pumps at Main Pump Station



Debris in drainage behind Walmart



Yolo Bypass East Levee, South, completed berm