

**CLOSED SESSION AGENDA**  
**REGULAR MEETING OF RECLAMATION DISTRICT 900**  
**AUGUST 19, 2021**

Martha Guerrero, President

Norma Alcalá, Trustee  
Quirina Orozco, Trustee

Chris Ledesma, Trustee

Greg Fabun, Interim General Manager/Secretary  
Ralph Nevis, District Attorney

5:45 PM      Call to Order

**AGENCY ATTORNEY**

**1. Personnel Matter**

Public Employee Discipline/Dismissal/Release – Government Code § 54957

**The meeting will be held over a secured teleconference phone call.**

I, Greg Fabun, Interim General Manager/Secretary, declare under penalty of perjury that the foregoing agenda for the August 19, 2021, meeting of Reclamation District 900 was posted on August 16, 2021, in the office of the City Clerk of the City of West Sacramento, 1110 West Capitol Avenue, West Sacramento, CA, and at the office of Reclamation District 900, 1420 Merkley Ave., Suite #4, West Sacramento, CA, and was available for public review.

  
\_\_\_\_\_  
Greg Fabun, General Manager/Secretary

***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](http://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.***

**AGENDA**

**REGULAR MEETING OF RECLAMATION DISTRICT 900**

**AUGUST 19, 2021**

Martha Guerrero, President

Norma Alcalá, Trustee  
Quirina Orozco, Trustee

Chris Ledesma, Trustee

Greg Fabun, Interim General Manager/Secretary  
Ralph Nevis, District Attorney

**6:00 PM** CALL TO ORDER

Pursuant to the Governor's Executive Order N-29-20, members of Reclamation District 900 and staff will participate in this meeting via a teleconference. To reduce the spread of COVID-19, members of the public are asked to watch the meeting livestream at <https://youtu.be/X-VQMx8162U> and to submit comments in writing by 5:00 pm on August 19, 2021.

To submit a comment in writing, please email [admin@rd900.org](mailto:admin@rd900.org) and write "Public Comment" in the subject line. In the body of the email, include the item number and/or title of the item as well as your comments. All comments received by 5:00 pm will be provided to the Reclamation District Board and posted on the website. The comments submitted shall become part of the record of the meeting.

*If you need special assistance to participate in this meeting, please contact RD 900 at 916-371-1483. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.*

**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/YEAR-TO-DATE BUDGET REPORT

**CONSENT AGENDA – PART II**

- 2. CONSIDERATION OF A CONTRACT WITH COLEMAN ENVIRONMENTAL ENGINEERING INC. FOR THE SOUTH CROSS LEVEE PATROL ROAD REHABILITATION PROJECT

**Comment:** This item seeks Board approval to execute a contract with Coleman Environmental Engineering Inc. for the South Cross Levee Patrol Road Rehabilitation Project. The project is fully reimbursable under the State's Flood Maintenance Assistance Program.

- 3. CONSIDERATION OF AUTHORIZATION TO AMEND THE SHARED SERVICES AGREEMENT WITH THE CITY OF WEST SACRAMENTO AND TO CONDUCT A RECRUITMENT FOR DISTRICT MANAGEMENT

**Comment:** This item seeks Board approval to amend the existing Shared Services Agreement with the City of West Sacramento for Interim General Manager services and to conduct an executive level recruitment to fill the vacant General Manager position.

4. CONSIDERATION OF RESOLUTION 2021-08-01 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

**Comment:** This item seeks Board approval for District to enter into a funding agreement with Department of Water Resources (DWR) and to receive \$350,000 under DWR's Flood Maintenance Assistance Program for calendar year 2022.

5. CONSIDERATION OF APPROVAL OF THE JUNE 17, 2021 MEETING MINUTES

### REGULAR AGENDA – PART III

6. DISTRICT PROJECT UPDATES
7. TRUSTEE COMMENTS
8. ADJOURN

I, Greg Fabun, Interim General Manager/Secretary, declare under penalty of perjury that the foregoing agenda for the August 19, 2021, meeting of Reclamation District 900 was posted on August 16, 2021, in the office of the City Clerk of the City of West Sacramento, 1110 West Capitol Avenue, West Sacramento, CA, and at the office of Reclamation District 900, 1420 Merkley Ave., Suite #4, West Sacramento, CA, and was available for public review.



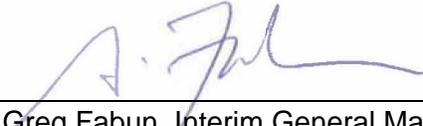
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Greg Fabun, Interim General Manager/Secretary  
Reclamation District 900

***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](http://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 2020 - June 2021 Financials**

	Current FY Expenses as of 05/31/21	Jun-21	Total	FY 20/21 Budget	Percent of Budget
<b>Revenue</b>					
4000 RD 900 Assessments	2,469,363		2,469,363	2,430,272	102%
4005 Prior Year Assessments	627		627	10,000	6%
4010 WSAFCA	806,661		806,661	650,332	124%
4020 Interest Income	64,620		64,620	70,000	92%
4100 Funding Agreements	-		-	1,036,000	0%
4200 Miscellaneous	230		230	5,000	5%
4300 Retiree Healthcare	2,114		2,114	4,000	53%
<b>Total Revenue</b>	<b>3,343,615</b>	<b>-</b>	<b>3,343,615</b>	<b>4,205,604</b>	<b>80%</b>
<b>Expenditures</b>					
5000 Administrative	263,269	15,521	278,790	260,000	107%
5200 Labor & Related	622,971	47,310	670,281	969,000	69%
5400 Operations & Maintenance	333,985	14,585	348,570	380,000	92%
6000 Repair Replacements & Rehab	243,473	155,025	398,498	2,250,000	18%
<b>Total Expenditures</b>	<b>1,463,698</b>	<b>232,441</b>	<b>1,696,139</b>	<b>3,859,000</b>	<b>44%</b>
<b>Change in Fund Balances</b>	<b>1,879,917.00</b>	<b>(232,441.00)</b>	<b>1,647,476.00</b>	<b>346,604.00</b>	<b>475%</b>

<b>MEETING DATE:</b> August 19, 2021		<b>ITEM # 2</b>	
<b>SUBJECT:</b>			
<b>CONSIDERATION OF A CONTRACT WITH COLEMAN ENVIRONMENTAL ENGINEERING INC. FOR THE SOUTH CROSS LEVEE PATROL ROAD REHABILITATION PROJECT</b>			
<b>INITIATED OR REQUESTED BY:</b>		<b>REPORT COORDINATED OR PREPARED BY:</b>	
[ ] Board      [X] Staff		Tim Mallen, Assistant General Manager	
[ ] Other			
		Greg Fabun, Interim General Manger	
<b>ATTACHMENT</b>	[X] Yes    [ ] No	[ ] Information	[ ] Direction      [X] Action

**OBJECTIVE**

The objective of this report is to obtain the Reclamation District 900 (District) Board of Trustees (Board) approval to execute a contract with Coleman Environmental Engineering Inc. for the South Cross Levee Patrol Road Rehabilitation Project.

**RECOMMENDED ACTION**

Staff respectfully recommends that the Board:

- 1) Execute the contract with Coleman Environmental Engineering Inc. in the amount of \$95,444; and
- 2) Authorize the General Manager, or his/her designee, to make periodic payments and to issue change orders up to 10% (\$9,544) of the contract amount; and
- 3) Authorize an appropriation of \$104,988 (contract plus contingency) for the project.

**BACKGROUND**

The South Cross Levee for the RD 900 exists as a hydraulic separation between the West Sacramento basin, managed by the District, and the basins to the south. The purpose of the levee is to protect the District from the more rural southern communities with potentially less robust infrastructure and to hydraulically separate the West Sacramento basin in the event of a levee failure to the south. The levee is not currently a part of the State Plan of Flood Control but is recognized by the US Army Corps of Engineers as part of the West Sacramento levee system and is included in the authorized West Sacramento Federal Flood Project. Accordingly, the levee crown patrol road is an acceptable project under the State's Flood Maintenance Assistance Program (FMAP). Over the last few years through various projects, all of the District's levee crown patrol roads have been improved save for this last segment. This project would complete the system wide infrastructure upgrade of the levee patrol road surfaces.

**ANALYSIS**

The project will improve approximately one mile of the District's South Cross Levee crown patrol road from the Deep Water Ship Channel East Levee to the Sacramento River West South Levee improving access for routine maintenance as well as providing a robust surface for flood season patrols and flood fight operations, if required.

Plans and specifications and bid package were prepared for the District by MHM, Engineering Inc. The project was advertised for bid and bids were opened on July 30, 2021. Nine bids were received ranging from \$95,444 to \$258,610. Coleman Environmental Engineering is the apparent low, responsible bidder. Despite the wide range of bids, several, including Coleman Environmental Engineering's bid, are in line with the engineer's estimate for the project, \$102,013. A summary of the bids is provided below.

Bid Summary

Firm	Bid
<i>Coleman Environmental Engineering Inc.</i>	\$95,400
All American	\$99,226
Thunder Mountain Enterprise, Inc.	\$106,039
R & R Horn, Inc.	\$117,117
Brown General Engineering, Inc.	\$125,924
Lund Construction	\$132,344
ASTA Construction	\$136,713
B & M Builders	\$155,136
C & J General Engineering	\$258,610
Engineer's Estimate	\$102,013

**ALTERNATIVES**

The recommendation is that the Board execute the contract with Coleman Environmental Engineering Inc. The alternative would be to not authorize the contract. This alternative is not recommended as the current condition of the patrol road is marginally acceptable and foregoing the repair would be detrimental to operations as well as forego an opportunity to utilize state funds for the improvements.

**COORDINATION AND REVIEW**

This item was coordinated with District counsel.

**BUDGET/COST IMPACT**

This full amount of the project, \$104,988 (contract plus contingency) is fully reimbursable through the State's Flood Maintenance Assistance Program.

**ATTACHMENTS**

- 1) Contract

## CONTRACT

THIS AGREEMENT is made and entered into on the date below written, by and between RECLAMATION DISTRICT 900, hereinafter called "RD 900" and COLEMAN ENVIRONMENTAL, hereinafter called the "Contractor".

In exchange for valuable considerations hereinafter mentioned, RD 900 and Contractor agree as follows:

ARTICLE I. The Contractor agrees to furnish all labor, materials, tools and equipment and to perform all the work required to construct and complete in a good and workmanlike manner and in strict accordance with the Contract Documents, those certain improvements entitled:

**“Levee Patrol Road Rehabilitation Project – Work Order Number 2021-001 – 2021-FMAP-RD900”**

Contract Documents for this project have been prepared by the RD 900. All Contract Documents, and each and every provision thereof, relating to this Contract are hereby made a part of and incorporated by reference into this Contract. Such Contract Documents include the Notice to Bidders, Proposal, Bidder's Bond, Contract, Faithful Performance Bond, Payment Bond, Contractor's Certificate Regarding Worker's Compensation, Specifications, the Federal and State-required provisions, the Technical Specifications and the Plans applicable to this work, and all Addendum and Change Orders as well as all modifications incorporated into said documents before the execution of this Contract. Any work called for in one Contract Document and not mentioned in others is to be performed and executed as if mentioned in all Contract Documents.

ARTICLE II. RD 900 agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, the following prices, and the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials, labor, tools and equipment, and for doing all the work contemplated and embraced in this Contract, and for all risks of every description connected with the work and for all expenses incurred by or in consequence of the suspension or discontinuance of the work, and for well and faithfully completing the work and the whole thereof in the manner and according to the Contract Documents and the requirements of the Engineer under them, namely: **The Bid prices as listed in the Bid Schedule within this proposal are a part of this Contract and are made a part hereof as if fully set forth herein.**

ARTICLE III. RD 900 shall make payments on the account of the Contract as specified in the General Conditions.

ARTICLE IV. The Contractor shall diligently prosecute the work to completion in accordance with the following schedule: **All bid items, as shown on the Bid Schedule, shall be completed within the specified contract time stated in Special Provision or October 31 whichever occurs first.**

ARTICLE V. The Contractor acknowledges that he has examined the prevailing rate of per diem wages as established by the U.S. Department of Housing and Urban Development and the California Director of Industrial Relations. The Contractor agrees to pay workers not less than the applicable prevailing rate of per diem wages, as set forth in these requirements.

IN WITNESS WHEREOF, the parties execute this Contract as follows:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

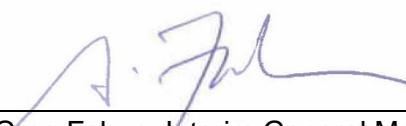
\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris Schmidl, RD 900 President

Approved as to form:

\_\_\_\_\_  
RD 900 Attorney

\_\_\_\_\_  
RD 900 Treasurer

<b>MEETING DATE:</b> August 19, 2021		<b>ITEM # 3</b>	
<b>SUBJECT:</b>			
<b>CONSIDERATION OF AUTHORIZATION TO AMEND THE SHARED SERVICES AGREEMENT WITH THE CITY OF WEST SACRAMENTO AND TO CONDUCT A RECRUITMENT FOR DISTRICT MANAGEMENT</b>			
<b>INITIATED OR REQUESTED BY:</b>		<b>REPORT COORDINATED OR PREPARED BY:</b>	
<input type="checkbox"/> Board <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other		 <hr/> Greg Fabun, Interim General Manger	
<b>ATTACHMENT</b>	<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 to amend the existing Shared Services Agreement with the City of West Sacramento for Interim General Manager services and approval to conduct an executive level recruitment to fill the vacant General Manager position.

**RECOMMENDED ACTION**

Staff respectfully recommends that the Board:

1. Approve Amendment No. 1 to the Shared Services Agreement with the City of West Sacramento, authorizing an appropriation of \$50,000 and extending the term for six months; and
2. Authorize an appropriation of \$25,000 and direct the Interim General Manager to conduct an Executive Level Recruitment to fill the vacant General Manager position; and
3. Authorize the Interim General Manager to enter into an agreement with a firm, as may be needed, to assist with the recruitment.

**BACKGROUND**

The General Manager position was vacated in March 2021. The District and City of West Sacramento entered into a Shared Services Agreement (Agreement) on March 26, 2021, for the City to provide an Interim General Manager for the District until a permanent replacement could be brought on board. In addition to daily management and operational and administrative oversight, an evaluation of the management structure of the District was also conducted. The Agreement is set to expire September 26, 2021.

**ANALYSIS**

Following the evaluation of District management options, staff recommends keeping the current management structure (General Manager/Assistant General Manager) as it is the most cost-effective and reliable model for a District of this size. If this item is approved, Greg Fabun, Flood General Manager for the City of West Sacramento, will continue to serve as the Interim General Manager for the District for an additional six months, through March 26, 2022, or until a permanent General Manager is hired. The General Manager recruitment will be conducted in-house, through a contractual arrangement with Yolo County, the City of West Sacramento or with a firm that specializes in executive level recruitment services.

**ALTERNATIVES**

Staff recommends the Board extend the term and increase the capacity of the Agreement and to direct the Interim General Manager to conduct a recruitment to fill the vacant General Manager position as outlined in the Recommended Actions above. The Board may elect to not extend the Agreement and/or delay or not conduct the recruitment. These alternatives are not recommended as management staff is limited and it may take some time to find a suitable candidate to fill the General Manager position.

**COORDINATION AND REVIEW**

This item was coordinated with District counsel.

**BUDGET/COST IMPACT**

Costs associated with all requested actions up to \$75,000 will be shared in accordance with the budget distribution for personnel – 75% 900 Drainage, 22.5% Levee and 2.5% 537 (900-North) Drainage.

**ATTACHMENTS**

Amendment No. 1, Shared Services Agreement

**AMENDMENT NO. 1  
to the SHARED SERVICES AGREEMENT between  
Reclamation District No. 900 and  
The City of West Sacramento  
For Temporary General Manager Services  
Dated March 26, 2021**

This Amendment No. 1 to the Shared Services Agreement (“Agreement”) between Reclamation District No. 900 (“RD 900/District”) and the City of West Sacramento (“City”), dated March 26, 2021, is made and entered into effective as of August 19, 2021. Except as expressly amended herein, the March 26, 2021, Agreement is in full force and effect.

**RECITALS**

**WHEREAS**, the District and City executed an Agreement on March 26, 2021, for the City to provide temporary General Manager services for District; and

**WHEREAS**, General Manager services have been provided by the City for the past five months, inclusive of the date of the Agreement; and

**WHEREAS**, during that time an evaluation of the structure for permanent District Management was evaluated and a preferred structure was recommended; and

**WHEREAS**, a recruitment to fill the vacant General Manager position is to be conducted to fill the position on a permanent basis; and

**WHEREAS**, the District and City desire to amend said Agreement.

**NOW, THEREFORE, IT IS MUTUALLY AGREED** by parties hereto to amend said Agreement as follows:

- I. **TERM.**  
The term of the Agreement shall be extended to March 26, 2022.
- II. **COMPENSATION:**  
The compensation is increased by \$50,000 for at total amount of \$100,000.

**IN WITNESS WHEREOF** the parties hereto have executed this Amendment as the date herein set forth.

**Reclamation District No. 900**

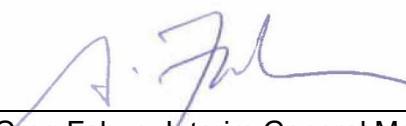
By: \_\_\_\_\_  
Martha Guerrero, RD 900 President

**City of West Sacramento**

By: \_\_\_\_\_  
Aaron Laurel, City Manager

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Ralph R. Nevis, RD 900 Attorney

<b>MEETING DATE:</b> August 19, 2021		<b>ITEM # 4</b>	
<b>SUBJECT:</b>			
<b>CONSIDERATION OF RESOLUTION 2021-08-01 AUTHORIZING THE GENERAL MANAGER TO EXECUTE A FUNDING AGREEMENT WITH THE STATE OF CA DEPARTMENT OF WATER RESOURCES UNDER THE FLOOD MAINTENANCE ASSISTANCE PROGRAM</b>			
<b>INITIATED OR REQUESTED BY:</b>		<b>REPORT COORDINATED OR PREPARED BY:</b>	
<input type="checkbox"/> Board <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other		Tim Mallen, Assistant General Manager   _____ Greg Fabun, Interim General Manger	
<b>ATTACHMENT</b>	<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 2022.

**RECOMMENDED ACTION**

Staff respectfully recommends that the Board:

- 1) Authorize the General Manager to execute agreement number 2022-FMAP-R900-01 with DWR to receive \$350,00 for Operation & Maintenance activities under the Flood Maintenance Assistance Program

**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 fourth 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.

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 three years and was successful in securing \$490,000 in FY 18/19, \$189,000 in FY 19/20 and \$205,100 in FY 20/21, for a total \$884,100 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 2022 agreement will provide \$350,000 to the District for maintenance activities and offers an opportunity for the first time to utilize funds received from DWR to perform maintenance in the area formerly managed by RD 537 to correct vegetation and rodent management deficiencies. 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:**

<b>Activity</b>	<b>Proposed Budget</b>
<b>1. 537 Area Deferred Maintenance</b>	<b>\$40,000</b>
<b>2. Vegetation Management Herbicides</b>	<b>\$60,000</b>
<b>3. Vegetative Management Mechanical</b>	<b>\$50,000</b>
<b>4. SWIF Deficiencies</b>	<b>\$200,000</b>
<b>Total 2021-22 Costs Proposed</b>	<b>\$350,000</b>

**ALTERNATIVES**

The recommendation is that the Board approve Resolution 2021-08-01 and authorize the General Manager to execute the funding agreement. 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 item was coordinated with District counsel.

**BUDGET/COST IMPACT**

This requires minimal staff time to administer the agreement and provides \$350,000 in additional funding for levee operation and maintenance activities.

**ATTACHMENTS**

1) FMAP Funding Agreement Number 2022-FMAP-R900-01

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

**Agreement Number: 2022-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**

**2022-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 2020 to Funding Recipient to assist in financing operations and maintenance activities as set forth in Exhibit A (Project).
2. **TERM OF FUNDING AGREEMENT.** The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by State, through final plus three (3) years unless otherwise terminated or amended as provided in this Agreement. The work window covered by this Agreement begins January 1, 2022 and ends December 31, 2022. Invoices for this work shall be submitted no later than April 30, 2023.
3. **FUNDING AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$ 350,000.
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 Peña  
at marisela.pena@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: Greg Fabun, or successor  
 Title: General Manager  
 Mailing Address: 1420 Merkley St., #4  
West Sacramento, CA 95691  
 Phone: (916) 371-1483  
 Email: gregf@cityofwestsacramento.org

Direct all inquiries to the Project Manager:

Department of Water Resources  
 Project Manager:  
 Name: Marisela Peña  
 Title: Water Resources Engineer  
 Mailing Address: 3310 El Camino Ave., Room 140  
Sacramento, CA 95821  
 Phone: (916) 574-0328  
 Email: marisela.pena@water.ca.gov

Reclamation District 900  
 Project Manager:  
 Name: Sean Minard  
 Title: Engineer  
 Mailing Address: 1204 E St.  
Marysville, CA 95901  
 Phone: (530) 742-6485 Ext. 124  
 Email: Sminard@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 \_\_\_\_\_

\_\_\_\_\_  
**Greg Fabun, Interim General Manager**  
Reclamation District 900  
Date \_\_\_\_\_

Approved as to Legal Form and Sufficiency

\_\_\_\_\_  
**Robin Brewer, Assistant Chief Counsel**  
Office of Chief 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.

See attached.

**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	\$	\$	\$
Task 2 – Technical Reports	\$	\$	\$
Task 3 – Administration	\$	\$	\$
Task 4 – O&M Activities	\$ 350,000.00	\$	\$ 350,000.00
Task 5 - Equipment	\$	\$	\$
Total	\$ 350,000.00	\$ 0.00	\$ 350,000.00

**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.

See attached.

**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. 2021-08-01

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 2020, 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: 2022-FMAP-RD900-01 are hereby accepted.

The General Manager 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.

## Exhibit A Work Plan

### Task 1 – Address USACE comments to draft SWIF

- N/A

### Task 2 – Prepare Technical / Engineering Reports to Secure Funding

- N/A

### Task 3 – Administrative Activities

- N/A

### Task 4 – Operation and Maintenance

Project Description: The District acquired an additional 1 mile of levees along the Yolo Bypass, the entire stretch has riprap on the waterside slope. This riprap has a significant amount of willows and brush that needs to be removed and treated to prevent regrowth.

Proposed Schedule: Activities are scheduled to be performed in the Summer and Fall.

#### Proposed Budget:

Labor	Equipment	Materials	Total
\$35,000	\$0	\$5,000	\$40,000

Project Description: The District applies herbicides on the levee for control of non-grasses as well as eliminate all vegetation from patrol roads and riprap.

Proposed Schedule: Activities are scheduled to be performed in the Spring thru the Fall.

#### Proposed Budget:

Labor	Equipment	Materials	Total
\$15,000	\$0	\$45,000	\$60,000

Project Description: The District mows the levees, seepage berms and O&M corridors multiple times throughout the year; in addition, the removal of trees and shrubs is necessary.

Proposed Schedule: Activities are scheduled to be performed in the Spring thru Fall.

#### Proposed Budget:

Labor	Equipment	Materials	Total
\$50,000	\$0	\$0	\$50,000

Project Description: There are numerous deficiencies identified in the WSAFCA SWIF ranging from correcting encroachment permits and the identified appurtenances, to correcting vegetative, drainage and rodent control issues.

Proposed Schedule: Activities are scheduled to be performed in the Spring thru Fall.

#### Proposed Budget:

Labor	Equipment	Materials	Total
\$150,000	\$0	\$50,000	\$200,000

### Task 5 – Equipment and Materials

- N/A

## Exhibit C

### **Schedule**

#### **Task 1 – Address USACE comments to draft SWIF**

- N/A

#### **Task 2 – Prepare Technical / Engineering Reports to Secure Funding**

- N/A

#### **Task 3 – Administrative Activities**

- N/A

#### **Task 4 – Operation and Maintenance**

- Clearing of vegetation from waterside slope riprap. Completed by November 1, 2022
- Application of herbicides. Complete by December 31, 2022
- Mowing of the levees and removal of shrubs, brush or trees as needed. Complete by December 31, 2022.
- Addressing deficiencies as identified in the SWIF. Completed by December 31, 2022

#### **Task 5 – Equipment and Materials**

- N/A

**REGULAR MEETING OF THE  
RECLAMATION DISTRICT 900  
June 17, 2021  
Minutes**

Pursuant to the Governor's Executive Order N-29-20, members of the Reclamation District 900 Board of Trustees participated in this regular meeting using the Zoom meeting platform. To reduce the spread of COVID-19, members of the public were asked to watch the meeting via livestream on YouTube at ([https://youtu.be/ -hsvSx8O1s](https://youtu.be/-hsvSx8O1s)).

The meeting was called to order at 6:05 PM by President Guerrero. Also in attendance at the meeting were: Trustees Ledesma and Orozco; Interim General Manager Fabun, Assistant General Manager Mallen and District Counsel Nevis. Absent was Trustee Alcala.

**GENERAL ADMINISTRATION – PART I**

Entry No. 1

Heard General Administration Functions as follows:

A. Presentations by the public on matters not on the agenda.

None

B. Monthly/Year-To-Date Budget Report

Interim General Manager Fabun reported out on the year to date as well as the May income and expenses and showed a comparison to the budget. It was noted that because the County accounts had not been closed that May expenses were draft at this point. Mr. Fabun explained that the reason capital improvements is lagging is that construction is postponed to next year for the Blacker Canal project and the new Corp Yard project will span two fiscal years.

**CONSENT AGENDA – PART II**

Entry No. 2

Consideration of Adoption of Reclamation District 900 Fiscal Year 2021/22 Operations and Maintenance Budgets and Capital Improvement Budget.

Entry No. 3

Adoption of Resolutions 2021-06-01 and 2021-06-02 as Well as the Certification of Assessment Determining Drainage Assessments and Assessment Collection Through the Yolo County Secured Tax Roll for Fiscal Year 2021-22.

Entry No.4

Adoption of Resolutions 2021-06-03 and 2021-06-04 as Well as the Certification of Assessment Determining Drainage Assessments and Assessment Collection Through the Yolo County Secured Tax Roll for Fiscal Year 2021-22.

Entry No. 5

Authorization of Contracts With Larsen Wurzel & Associates, Inc. and Laugenour and Meikle for Management and Submission of Tax Rolls for the RD 900 Drainage and Former RD 537 Drainage Areas.

Entry No. 6

Authorization of a Contract with Dustin N. Dumars, CPA for District General Accounting and Financial Management.

Entry No.7

Approved the minutes of the May 24, 2021, Reclamation District 900 Board meeting.

MOTION: Orozco

SECOND: Ledesma

AYES: Guerrero, Ledesma & Orozco

NOES: None

ABSTAIN: None

ABSENT: Alcala

The Consent Agenda passed 3-0, by roll call vote.

**REGULAR AGENDA – PART III**

Entry No. 8

District Progress Report was reviewed with additional information provided as follows::

Interim General Manager Fabun reported out that the recommended actions for 2020-1 of the Corrective Action Plan has been completed with a system of checks and balances between the General and Assistant General Manager. He also reported out that following approval of the budget and revised pay schedule at the current meeting, solicitation for the two vacant maintenance worker positions will begin.

Assistant Manager reported out that the District responded to USFWS regarding preferred mitigation measures and is looking forward to their response to move ahead with the environmental documentation and certification for the project.

Entry No. 9

No Trustee comments were made.

Entry No. 9

Adjourned at 7:22 PM.

MOTION: Orozco

SECOND: Ledesma

AYES: Guerrero, Ledesma, Orozco

NOES: None

ABSTAIN: None

ABSENT: Alcalá



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Greg Fabun, Interim General Manager/Secretary  
Reclamation District 900



# Progress Report

August 19, 2021

## ADMINISTRATION/FINANCE

### ASSESSMENT ADMINISTRATION

900 Drainage: LWA has submitted the tax rolls with the new tax rate for the next fiscal year based upon the Construction Cost Index.

537 Drainage: Laugenour Meikle has submitted the tax rolls with the existing tax rate for the next fiscal year for the former RD 537 service area.

### CORRECTIVE ACTION PLAN

The Board adopted a Corrective Action Plan (CAP) at a Special Board Meeting on March 25, that addresses the findings from the 2019/20 District Single audit. The following table shows progress for each of the planned actions as stated in the CAP:

Finding	Recommendation	Target Date	Complete Date
2020-1	Institute internal controls for review and approvals to ensure separation of functions, oversight, and internal controls.	6/30/21	6/11/2021
2020-2	Accrue receivables for reimbursable costs during the monthly accounting close.	6/30/21	4/2/2021
2020-3	Written policies and procedures to comply with "Uniform Guidance" for federal awards	12/31/21	In progress

### SHARED SERVICES AGREEMENT

The District/City Shared Services Agreement on March 26, 2021, with Greg Fabun acting as the Interim General Manager.. The agreement expires on September 26, 2021 (six months). Staff is bringing an item to the Board in Sep to request extending the term of the Agreement for an additional six months through March 26, 2022, and authorization to conduct an executive-level recruitment to fill the vacant General Manager position. The time extension should be more than sufficient to complete a recruitment and bring a new General Manager on board.

### COMPUTER/IT ASSESSMENT

An evaluation of the District's computer/IT systems was completed on April 12. Recommendations include computer upgrades, installation/use of Office 365, and creating a OneDrive account for the District for file sharing. A CIP budget request was approved by the Board in June with the adoption of FY 2021/22 budget. Staff is working with the City's IT division to recommend and spec the new equipment. It is expected to have the new equipment on board and operational for the transition to the new Drever Corp Yard facility later this fiscal year.

## OPERATION AND MAINTENANCE

### LEVEE MAINTENANCE

Staff has been focusing on mowing levee slopes to prepare for the fall inspections. Tree trimming will occur in the fall once additional manpower is on board. It is expected to be fairly light this year due to the extensive tree trimming completed last year.

### DRAINAGE

Pump Station Maintenance: We are still waiting on PG&E to make the connection of the new underground electrical service at Southport Industrial Park (SIP) pump station. All underground conduit work has been completed by the contractor for the Northpoint Development.

Canal/Detention Facilities Maintenance: Focusing on weed control in the main canals. Some additional mowing will be conducted once the levee slopes are completed.

#### **SYSTEMWIDE INVESTMENT FRAMEWORK (SWIF)**

We are still awaiting response from the USACE on the “final” submission of the SWIF; it is expected that the USACE will accept the SWIF as submitted. Of particular importance for the USACE for this response is demonstrating progress towards correcting deficiencies.

Staff is identifying a number of projects to use the State’s Flood Maintenance Assistance Program (FMAP) funding in both this and next calendar year. The projects being considered will address both District concerns as well as periodic/annual inspection concerns to fulfill progress requirements contained in the SWIF.

### **PROJECTS**

#### **BLACKER CANAL STABILITY PROJECT**

Following completion of the environmental process and NEPA certification, staff will work with CalOES and FEMA to finalize and execute the cost share agreement for construction. Comments from US Fish and Wildlife concerning mitigation measures are still open and staff is working with both our consultants and FEMA’s consultant to address. Construction is expected for the 2022 season.

Environmental: At this time there is nothing to report regarding the CEQA process until comments and mitigation measures with USFWS are finalized as part of the NEPA process. We continue to await a response from USFWS to see if a formal consultation is required.

Plans and Specifications: Plans and Specs remain at the 95% level until the environmental review and certification process is complete. At that time, they will be advanced to final, taking into account any design changes as a result of the environmental process and/or to comply with required mitigation measures.

#### **DREVER CORP YARD PROJECT**

The contractor is finalizing plumbing and electrical. Drywall installation is complete as is framing for the drop ceiling. Roll up door installation is complete with some minor electrical work remaining on the interior door. Fire sprinkler installation is complete as is the installation of the new fire hydrant at the corner of the building along Drever. Testing of the system is scheduled for the week of Aug 16. Foundations for the side fence have been installed. Testing of the site asphalt is complete and a plan for repaving the yard area is scheduled the week of Aug 18, and paving expected to follow shortly after along with the front sidewalk and driveway improvements.

### **PERIODIC LEVEE INSPECTIONS**

#### **DWR**

Expected timeframe for the fall inspections is in the early part of October. As part of the change in responsibility for the RD 537 area DWR has proposed a naming change. Currently RD 900 has Units 1 and 2 which represent the River and Bypass levees. The portions of RD 537 now a part of RD 900 will be added as Unit 3 (Bypass Levee) and Unit 4 (River Levee)

#### **USACE**

No inspection is planned this year.

### **EMERGENCY PREPAREDNESS**

#### **2021 EMERGENCY PREPARATION/FLOOD SEASON COORDINATION**

Staff met with City staff for our regular flood/emergency management meeting. Of note was the desire to incorporate a small tabletop training exercise in conjunction with the regular pre-flood season coordinating meeting this fall.

## COORDINATION WITH OTHER AGENCIES

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### **CENTRAL VALLEY FLOOD PROTECTION BOARD (CVFPB)**

There is nothing to report at this time.

### **CITY OF WEST SACRAMENTO**

There are no updates to provide on the City Corp yard, the Linden Trailhead project, or the Bridgeway Lakes water level solution.

### **WEST SACRAMENTO AREA FLOOD CONTROL AGENCY WSAFCA)**

WSAFCA staff and the design team have closed all comments and submitted the final Plans and Specs for the Yolo Bypass East Levee Project to the USACE. The environmental process is ongoing and expected to be completed in October.

## FUTURE

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September 16, 2021 – RD 900 Board Meeting