

## AGENDA

### REGULAR MEETING OF RECLAMATION DISTRICT 900

JUNE 17, 2021

Martha Guerrero, President

Norma Alcala, 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/-hsvSx8O1s> and to submit comments in writing by 5:00 pm on June 17, 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 ADOPTION OF RECLAMATION DISTRICT 900 FISCAL YEAR 2021/22 OPERATIONS AND MAINTENANCE BUDGETS AND CAPITAL IMPROVEMENT BUDGET.

**Comment:** This item seeks Board approval of the 2021/22 Fiscal Year Operations & Maintenance Budgets for 900 Drainage, 537 Drainage and Levee Maintenance, as well as the 2021/22 Capital Improvement Budget and District Pay Scale effective July 1, 2021.

3. CONSIDERATION OF 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.

**Comment:** This item seeks Board adoption of Resolution 2021-06-01, approving an assessment rate of \$401.91 which represents a 2.25% increase in assessment for tax Fiscal Year 2021-22 and adoption of Resolution 2021-06-02, authorizing Yolo County to place special assessments on the secured tax roll in the same manner as the ordinary ad valorem property taxes.

4. CONSIDERATION OF 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.

**Comment:** This item seeks Board adoption of Resolution 2021-06-03, approving an assessment rate of \$0.20/\$100 of assessed value for the area formerly a part of RD 900 for tax Fiscal Year 2021-22 and adoption of Resolution 2021-06-02, authorizing Yolo County to place special assessments on the secured tax roll in the same manner as the ordinary ad valorem property taxes.

5. CONSIDERATION 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

**Comment:** This item seeks Board approval to award professional services contracts for management and submission of tax rolls to Yolo County for the internal drainage assessments that support District operations in the RD 900 drainage area and the former 537 drainage area.

6. CONSIDERATION OF A CONTRACT WITH DUSTIN N. DUMARS, CPA FOR DISTRICT GENERAL ACCOUNTING AND FINANCIAL MANAGEMENT

**Comment:** This item seeks Board approval to award a contract Dustin N. Dumars, CPA to provide general financial services and accounting for fiscal year 2021/22.

7. CONSIDERATION OF APPROVAL OF THE MAY 24, 2021 MEETING MINUTES

### REGULAR AGENDA – PART III

8. DISTRICT PROJECT UPDATES
9. TRUSTEE COMMENTS
10. ADJOURN

I, Greg Fabun, Interim General Manager/Secretary of the West Sacramento Area Flood Control Agency, declare under penalty of perjury that the foregoing agenda for the June 17, 2021 meeting of Reclamation District 900 was posted on June 14th, 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 - April 2021 Financials**

	Current FY Expenses as of 04/30/21	May-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	723,786		723,786	650,332	111%
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>3,260,113</b>	<b>627</b>	<b>3,260,740</b>	<b>4,205,604</b>	<b>78%</b>
<b>Expenditures</b>			-		
5000 Administrative	243,301	18,173	261,474	260,000	101%
5200 Labor & Related	568,135	50,745	618,880	969,000	64%
5400 Operations & Maintenance	303,924	24,080	328,004	380,000	86%
6000 Repair Replacements & Rehab	194,083	49,714	243,797	2,250,000	11%
<b>Total Expenditures</b>	<b>1,309,443</b>	<b>142,712</b>	<b>1,452,155</b>	<b>3,859,000</b>	<b>38%</b>
<b>Change in Fund Balances</b>	<b>1,950,670.00</b>	<b>(142,085.00)</b>	<b>1,808,585.00</b>	<b>346,604.00</b>	<b>522%</b>

<b>MEETING DATE:</b> June 17, 2021		<b>ITEM # 2</b>	
<b>SUBJECT:</b>  <b>CONSIDERATION OF ADOPTION OF RECLAMATION DISTRICT 900 FISCAL YEAR 2021/22 OPERATIONS &amp; MAINTENANCE BUDGETS AND CAPITAL IMPROVEMENT BUDGET</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 style="width: 50%; margin: 0 auto;"/> 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 item is to present sufficient information to the Reclamation District 900 (District) Board of Trustees (Board) to adopt the District Operations & Maintenance Budgets and Capital Improvement Budget for Fiscal Year (FY) 2021/22, and to adopt the revised District Pay Scale.

**RECOMMENDED ACTION**

Staff respectfully recommends that the Board:

1. Adopt the Operations and Maintenance budgets for 900 Drainage, 537 Drainage and Levee Maintenance for FY 2021/22; and
2. Adopt the FY 2021/22 Capital Improvement Budget; and
3. Approve the District Pay Scale effective July 1, 2021.

**BACKGROUND**

Staff prepared draft Operations and Maintenance (O&M) budgets and a Capital Improvement budget and conducted a workshop with the Board at the May 24, 2021, board meeting. The budgets discussed were developed with a focus on providing the resources necessary to fund the District’s Operations & Maintenance activities during the budgeting period to meet operational objectives while considering the District’s overall financial capacity. The workshop also introduced new budgets that support activities for the three operational areas of the District – 900 Drainage, 537 Drainage, and Levee Maintenance – that have dedicated funding sources. The workshop also covered continuing staffing attraction and retention challenges related to certain positions and recommended salary adjustments and other management actions to address these challenges

**ANALYSIS**

**900 Drainage O&M**

The budget for the 900 Drainage O&M Budget (Attachment 1) covers the operations and maintenance of the RD 900 drainage facilities and also houses General Overhead and Administration (GO&A) for all District operations. The GO&A costs include labor, office space, and other general administrative costs that support District operation and are cost-shared among the three O&M budgets – 900 Drainage (75%), 537 Drainage (2.5%), and Levee Maintenance (22.5%). Excluding the new categories of revenue for GO&A transfers in from the other two budgets/funds, revenue received for the 900 Drainage Fund was on par with what was budgeted, primarily from the RD 900 Drainage Assessment. Expenditures for this fund were less than budgeted due to vacant positions.

**FY 2021/22**

Revenue is expected to increase by 2.25% (over actual) based on the anticipated increase in the annual 900 Drainage Assessment. Expenses are also expected to increase as vacant positions are filled and for costs associated with the new corporation yard as the District will be carrying two office locations for a portion of the budget year. Salaries in the proposed 2021/22 budget year include the revised District Pay Scale discussed below and are budgeted at mid-range for all positions except the General Manager and Assistant General Manager, which are budgeted at top step. The only changes to the proposed budget (from that presented at the

workshop) is a correction to the assessment revenue (math error) – in the workshop staff reported \$2,634,621 and the correct amount is \$2,444,001. And object code 5430 increased from \$5,000 to 15,000 based on a revised work plan.

### **537 Drainage O&M**

The 537 Drainage O&M Budget (Attachment 2) was developed to operate and maintain the facilities from that portion of the former Reclamation District 537 (RD 537) that lies within the City of West Sacramento boundaries and that merged with the District in 2020. Because it has dedicated assessment revenue from a specific service area of the City and operates facilities in that specific area, a separate O&M budget was developed for this fund.

Revenue comes from a dedicated drainage assessment and a reimbursement from the City of West Sacramento for shared energy costs associated with the 537/City pump station operated by the District. Expenses include minimal administrative costs that cover the transfer to the 900 Drainage O&M budget for the shared GO&A costs and a few other minimal costs for permits and professional services related to the drainage assessment. O&M costs are limited to the areas and facilities within the 537 service area only.

#### **FY 2021/22**

Assessment revenue is expected to remain constant with no proposed increase. A correction was made for the estimated revenue from city for shared power costs and object code 5042 increased based on actual cost for services.

### **Levee O&M**

The Levee O&M Budget (Attachment 3) was developed to support maintaining approximately 16.5 miles of levees in the City for which the District serves as the Local Maintaining Agency. Revenue for this fund is primarily from the levee O&M distribution from the West Sacramento Area Flood Control Agency flood assessment. Additional revenue is budgeted based on anticipated participation in the CA Department of Water Resources Flood Maintenance Assistance Program. Similar to the 537 Drainage budget discussed above, there is a transfer out to the 900 Drainage O&M budget for the shared GO&A costs. Other expenses are for specific for administration and O&M activities associated solely with levee maintenance.

#### **FY 2021/22**

O&M revenue is modeled to increase by 2% as WSAFCA is expected to pass a 2% increase in the flood assessment at their June 17, 2021, Board meeting. The only change from the workshop is a \$30,000 increase in object code 5430 to cover significant tree removal work in RD 537 levee area as well as the Urban Pipeline Inspection project – both of which can be reimbursed by FMAP funds.

### **Capital Improvement Project (CIP) Budget**

The District's capital projects are funded by a combination of distributions from the various O&M budgets and by grant funds when available. Since most grant funds are reimbursement based, the District must carry the costs of the project until reimbursements are received. Accordingly, the CIP Budget was developed to fully fund projects to completion. As projects are planned, staff typically informs the Board of any grant funds anticipated and associated cost share before projects are initiated. Staff also informs the Board when reimbursement is received.

The proposed 2021/22 CIP Budget (Attachment 4) includes two projects – construction of the Blacker Canal Project and IT Upgrades. The costs associated with these two projects are estimated. Actual costs will be brought to the Board along with proposed actions/contracts when the projects are ready for implementation.

### **Proposed Position Reclassification**

The Maintenance Worker I and Maintenance Worker II positions are considered the entry and journey-level positions, respectively, for the District's main labor force. Due to significant turnover in this position with salary noted as the primary reason for leaving, management proposes to reclassify the Maintenance Worker positions into a series classification of Maintenance Worker I/II. Employees hired as a Maintenance Worker I will automatically advance to Maintenance Worker II after two years of satisfactory performance.

### **District Pay Scale**

The Board approved salary range adjustments for the Maintenance Worker I and II positions in 2019, based in part on a salary survey conducted at that time. Cost of living adjustments (COLA) for management and supervisory personnel last occurred in 2018. A COLA of 2% is proposed for all positions effective July 1, 2021 and is factored into the GO&A costs of the proposed 900 Drainage O&M budget. The COLA is based on the average of the last two years (Feb to Feb) average CPI index rate for inflation not to exceed 2% as follows: Feb 2019 to Feb 2020 (2.97%); Feb 2020 to Feb 2021 (1.66%); Average = 2.3%. Recommendation 2%.

Also recommended are salary range adjustments for the Maintenance Worker I and II positions to help address the attraction and retention issues. The request is for a 22% range adjustment (in addition to the 2% COLA described above) for Maintenance Worker I and II, or \$13,627 at top step for Maintenance Worker II. If all 3 positions were filled, this would be a maximum cost to the District of \$40,881, or 2.3% of the total O&M expenses for all three budgets. The proposed District Pay Scale (Attachment 5) contains the above recommendations and are as presented to the Board in the May Budget Workshop.

#### Alternatives

The Board may choose to approve the recommended action in full, continue the item to a future meeting, request additional information, or approve some of the budgets/recommended actions and/or reject others.

#### Coordination and Review

The budgets were developed by staff in coordination with the District CPA and District counsel.

#### Budget/Cost Impact

The recommended 2021 O&M budgets as detailed in this report and attachments, excluding CIP allocations, represents a net increase in expense of \$72,500 over the 2020/21 O&M budgets. There are sufficient fund balances in each of the O&M budgets/funds to support the recommendations including the allocations for the proposed CIP budget.

#### **ATTACHMENTS**

1. 900 Drainage O&M Budget
2. 537 Drainage O&M Budget
3. Levee O&M Budget
4. CIP Budget
5. District Salary Range

# Attachment 1

## RD 900 Drainage Fund

Beginning Fund Balance at 7/1/2020		\$4,967,750.78		\$5,816,895	
O&M Budget Requests		2020/21 Budget	2020/21 Projected	2020/21 Difference	2021/22 Budget
<b>Revenues</b>					
4000 RD 900 Drainage Assessment		\$2,430,272	\$2,390,221	(\$40,051)	\$2,444,001
4020 Interest Income		\$10,000	\$43,243	\$33,243	\$66,000
4110 WUSD Maintenance Fee		\$7,000	\$7,000	\$0	\$7,000
4200 Miscellaneous		\$5,000	\$230	(\$4,770)	\$1,000
4300 Retiree Healthcare		\$4,000	\$1,818	(\$2,182)	\$2,400
4400 Unrealized Gains on Investments		\$0	\$46,983	\$46,983	\$40,000
4501 Transfer In (shared costs reimb. 537)			(\$1,296)	(\$1,296)	\$34,810
4502 Transfer In (shared costs reimb. levee)		\$420,200	\$201,457	(\$218,743)	\$313,290
<b>Total Revenues</b>		<b>\$2,876,472</b>	<b>\$2,689,656</b>	<b>(\$186,816)</b>	<b>\$2,908,501</b>
<b>GO&amp;A Expenses (shared costs)</b>					
<b>5000 Administrative</b>					
5010 Permits and Fees		\$25,000	\$30,549	(\$5,549)	\$40,000
5011 Assessments Paid		\$0	\$7,741	(\$7,741)	\$8,000
5020 Memberships		\$7,000	\$3,498	\$3,502	\$3,200
5030 Liability/Auto Insurance		\$55,000	\$52,507	\$2,493	\$60,000
5041 Professional Fees - Legal		\$45,000	\$47,498	(\$2,498)	\$50,000
5042 Professional Fees - Assessment		\$30,000	\$21,992	\$8,008	\$30,000
5043 Professional Fees - Accounting/Payroll		\$45,000	\$43,794	\$1,206	\$42,000
5044 Professional Fees - City Shared Serv.		\$0	\$0	\$0	\$50,000
5045 Professional Fees - Doc. Management		\$0	\$0	\$0	\$15,000
5051 Office - Rent		\$15,000	\$15,000	\$0	\$15,000
5052 Office - Utilities		\$5,000	\$8,574	(\$3,574)	\$8,400
5053 Office - Janitorial & Cleaning Supplies		\$1,600	\$1,584	\$16	\$2,400
5054 Office - Supplies & Software		\$13,400	\$11,450	\$1,950	\$12,000
5055 Office - Equipment		\$10,000	\$6,634	\$3,366	\$15,000
5056 Office - Furnishings		\$0	\$0	\$0	\$20,000
5057 Office - Other		\$5,000	\$4,032	\$968	\$4,000
<b>5200 Labor and Related</b>					
5211 Compensation - Admin salaries		\$170,000	\$166,234	\$3,766	\$308,400
5212 Compensation - Field salaries		\$350,000	\$264,244	\$85,756	\$359,800
5213 Compensation - Overtime		\$8,000	\$0	\$8,000	\$8,000
5214 Compensation - Payroll Taxes		\$60,000	\$30,730	\$29,270	\$53,000
5221 Medical Insurance		\$75,000	\$83,660	(\$8,660)	\$120,900
5222 Dental Insurance		\$6,000	\$2,186	\$3,814	\$3,600
5223 Retiree Medical		\$165,000	\$28,424	\$136,576	\$28,800
5224 Retirement		\$75,000	\$40,266	\$34,734	\$93,500
5260 Workers Compensation		\$50,000	\$27,573	\$22,427	\$30,000
5270 Uniforms		\$5,000	\$4,867	\$133	\$5,400
5280 Training and Licensing		\$5,000	\$3,293	\$1,707	\$6,000
<b>Subtotal</b>		<b>\$1,226,000</b>	<b>\$906,332</b>	<b>\$319,668</b>	<b>\$1,392,400</b>
<b>900 O&amp;M Expenses</b>					
5411 Facilities - Power		\$80,000	\$73,020	\$6,980	\$80,000
5412 Facilities - Fuel		\$5,000	\$0	\$5,000	\$5,000
5413 Facilities - Supplies/Materials		\$7,000	\$9,938	(\$2,938)	\$10,000
5414 Facilities - Repairs		\$10,000	\$6,804	\$3,196	\$10,000
5415 Facilities - Equipment/Tools		\$20,000	\$3,261	\$16,739	\$20,000
5420 Herbicides		\$15,000	\$24,078	(\$9,078)	\$15,000
5430 Field Services		\$3,500	\$3,400	\$100	\$15,000
5440 Debris and Trash Removal		\$25,000	\$24,023	\$977	\$25,000
5451 Professional Fees - Pesticide		\$10,000	\$15,027	(\$5,027)	\$15,000
5452 Professional Fees - Engineering		\$28,000	\$920	\$27,080	\$5,000
5453 Professional Fees - Other		\$3,500	\$1,375	\$2,125	\$5,000
5461 Equipment Fuel		\$40,000	\$19,368	\$20,632	\$30,000
5462 Equipment Repair/Service		\$17,500	\$29,147	(\$11,647)	\$30,000
5463 Equipment Parts/Supplies		\$17,500	\$12,362	\$5,138	\$20,000
5464 Equipment Rentals		\$7,000	\$4,008	\$2,992	\$5,000
5465 Equipment Purchase		\$10,000	\$0	\$10,000	\$0
<b>Subtotal</b>		<b>\$299,000</b>	<b>\$226,731</b>	<b>\$72,269</b>	<b>\$290,000</b>
<b>Total O&amp;M Expenses</b>		<b>\$1,525,000</b>	<b>\$1,133,063</b>	<b>\$391,937</b>	<b>\$1,682,400</b>
<b>Capital Improvments</b>					
5500 Transfer Out for CIP		\$707,449	\$707,449	\$0	\$1,818,750
<b>Total Expenses</b>		<b>\$2,232,449</b>	<b>\$1,840,512</b>	<b>\$391,937</b>	<b>\$3,501,150</b>
<b>Net Total</b>		<b>\$644,023</b>	<b>\$849,144</b>	<b>\$205,121</b>	<b>(\$592,649)</b>
<b>Projected Fund Balance at 7/1/2021</b>			<b>\$5,816,895.21</b>		<b>\$5,224,246.53</b>

# Attachment 2

## RD 537 Drainage Fund

Beginning Fund Balance at 7/1		\$838,086		\$891,249
O&M Budget Requests				
	2020/21 Budget	2020/21 Projected	2020/21 Difference	2021/22 Budget
<b>Revenues</b>				
4005 RD 537 Drainage Assessment	\$79,142	\$79,142	\$0	\$79,142
4111 RD 811 Power Reimbursement	\$3,214	\$3,214	\$0	\$3,950
<b>Total Revenues</b>	<b>\$82,356</b>	<b>\$82,356</b>	<b>\$0</b>	<b>\$83,092</b>
<b>5000 Administrative</b>				
5010 Permits and Fees	\$1,500	\$1,418	\$82	\$1,500
5011 Assessments Paid		\$1,372	(\$1,372)	\$1,500
5041 Professional Fees - Legal		\$0	\$0	\$2,500
5042 Professional Fees - Assessment	\$1,000	\$1,000	\$0	\$1,500
5300 Transfer Out for Shared Costs	\$21,500	(\$1,296)	\$22,796	\$34,810
<b>Subtotal</b>	<b>\$24,000</b>	<b>\$2,494</b>	<b>\$21,506</b>	<b>\$41,810</b>
<b>537 O&amp;M Expenses</b>				
5411 Facilities - Power	\$12,500	\$5,060	\$7,440	\$15,000
5412 Facilities - Fuel	\$2,000	\$2,672	(\$672)	\$5,000
5413 Facilities - Supplie/Materials	\$1,000	\$0	\$1,000	\$1,000
5414 Facilities - Repairs	\$18,450	\$0	\$18,450	\$5,000
5420 Herbicides	\$5,000	\$0	\$5,000	\$5,000
5430 Field Services	\$10,000	\$0	\$10,000	\$10,000
5451 Professional Fees - Pesticide	\$0	\$0	\$0	\$2,500
5452 Professional Fees - Engineering	\$0	\$0	\$0	\$2,000
5453 Professional Fees - Other	\$0	\$0	\$0	\$1,500
5470 Equipment Rentals	\$0	\$0	\$0	\$1,000
<b>Subtotal</b>	<b>\$48,950</b>	<b>\$7,732</b>	<b>\$41,218</b>	<b>\$48,000</b>
<b>Total O&amp;M Expenses</b>	<b>\$72,950</b>	<b>\$10,226</b>	<b>\$62,724</b>	<b>\$89,810</b>
<b>Capital Improvments</b>				
5500 Transfer Out for CIP	\$18,967	\$18,967	\$0	\$625
<b>Total Expenses</b>	<b>\$91,917</b>	<b>\$29,193</b>	<b>\$62,724</b>	<b>\$90,435</b>
<b>Net Total</b>	<b>(\$9,561)</b>	<b>\$53,163</b>	<b>\$62,724</b>	<b>(\$7,343)</b>
<b>Projected Fund Balance at 7/1/2021</b>		<b>\$891,248.95</b>		<b>\$883,905.95</b>

# Attachment 3

## Levee Fund

Beginning Fund Balance at 7/1		\$1,442,250.23		\$1,864,348	
O&M Budget Requests					
	2020/21 Budget	2020/21 Projected	2020/21 Difference	2021/22 Budget	
<b>Revenues</b>					
4010 WSAFCA O&M Funding	\$723,786	\$723,786	\$0	\$738,262	
4120 DWR - FMAP	\$189,000	\$189,000	\$0	\$205,100	
<b>Total Revenues</b>	<b>\$912,786</b>	<b>\$912,786</b>	<b>\$0</b>	<b>\$943,362</b>	
<b>5000 Administrative</b>					
5020 Memberships	\$3,000	\$3,699	(\$699)	\$4,000	
5041 Professional Fees - Legal		\$0	\$0	\$5,000	
5300 Transfer Out for Shared Costs	\$420,200	\$201,457	\$218,743	\$313,290	
<b>Subtotal</b>	<b>\$423,200</b>	<b>\$205,156</b>	<b>\$218,044</b>	<b>\$322,290</b>	
<b>Levee O&amp;M Expenses</b>					
5413 Facilities - Supplie/Materials	\$3,000	\$2,628	\$372	\$5,000	
5420 Herbicides	\$45,000	\$46,417	(\$1,417)	\$45,000	
5430 Field Services	\$1,500	\$47,218	(\$45,718)	\$45,000	
5452 Professional Fees - Engineering	\$12,000	\$6,341	\$5,659	\$12,000	
5453 Professional Fees - Other	\$1,500	\$0	\$1,500	\$1,500	
5462 Equipment Repair/Service	\$2,500	\$0	\$2,500	\$7,500	
5463 Equipment Parts/Supplies	\$2,500	\$4,595	(\$2,095)	\$7,500	
5470 Equipment Rentals	\$3,000	\$7,630	(\$4,630)	\$10,000	
<b>Subtotal</b>	<b>\$71,000</b>	<b>\$114,828</b>	<b>(\$43,828)</b>	<b>\$133,500</b>	
<b>Total O&amp;M Expenses</b>	<b>\$494,200</b>	<b>\$319,985</b>	<b>\$174,215</b>	<b>\$455,790</b>	
<b>Capital Improvments</b>					
5500 Transfer Out for CIP	\$170,704	\$170,704	\$0	\$5,625	
<b>Total Expenses</b>	<b>\$664,904</b>	<b>\$490,689</b>	<b>\$174,215</b>	<b>\$461,415</b>	
<b>Net Total</b>	<b>\$247,882</b>	<b>\$422,097</b>	<b>\$174,215</b>	<b>\$481,947</b>	
<b>Projected Fund Balance at 7/1/2021</b>		<b>\$1,864,347.53</b>		<b>\$2,346,294.25</b>	

# Attachment 4

## Capital Improvement Budget FY 2021/22

<b>Project Number</b>	<b>Project Description</b>	<b>RD 900 Draniage</b>	<b>RD 537 Drainage</b>	<b>Flood Maintenance</b>	<b>Total Budget</b>
xxx	Blacker Canal - Construction	\$ 1,800,000	\$ -	\$ -	\$ 1,800,000
xxx	IT Upgrades	\$ 18,750	\$ 625	\$ 5,625	\$ 25,000
<b>Totals</b>		<b>\$ 1,818,750</b>	<b>\$ 625</b>	<b>\$ 5,625</b>	<b>\$ 1,825,000</b>

# Attachment 5

## Reclamation District 900 Pay Scale

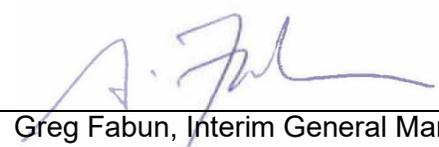
Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
General Manager	\$ 111,657	\$ 114,727	\$ 117,882	\$ 121,124	\$ 124,455	\$ 127,877	\$ 131,394	\$ 135,007	\$ 138,720
Assistant General Manager	\$ 100,491	\$ 103,254	\$ 106,094	\$ 109,012	\$ 112,009	\$ 115,090	\$ 118,255	\$ 121,507	\$ 124,848
Administrative Assistant	\$ 46,797	\$ 48,084	\$ 49,406	\$ 50,765	\$ 52,161	\$ 53,596	\$ 55,070	\$ 56,584	\$ 58,140
Hourly	\$ 22.50	\$ 23.12	\$ 23.75	\$ 24.41	\$ 25.08	\$ 25.77	\$ 26.48	\$ 27.20	\$ 27.95
Field Superintendent	\$ 83,742	\$ 86,045	\$ 88,412	\$ 90,843	\$ 93,341	\$ 95,908	\$ 98,545	\$ 101,255	\$ 104,040
Hourly	\$ 40.26	\$ 41.37	\$ 42.51	\$ 43.67	\$ 44.88	\$ 46.11	\$ 47.38	\$ 48.68	\$ 50.02
Field Foreman	\$ 66,994	\$ 68,836	\$ 70,729	\$ 72,674	\$ 74,673	\$ 76,726	\$ 78,836	\$ 81,004	\$ 83,232
Hourly	\$ 32.21	\$ 33.09	\$ 34.00	\$ 34.94	\$ 35.90	\$ 36.89	\$ 37.90	\$ 38.94	\$ 40.02
Maintenance Worker II	\$ 56,945	\$ 58,511	\$ 60,120	\$ 61,773	\$ 63,472	\$ 65,217	\$ 67,011	\$ 68,854	\$ 70,747
Hourly	\$ 27.38	\$ 28.13	\$ 28.90	\$ 29.70	\$ 30.52	\$ 31.35	\$ 32.22	\$ 33.10	\$ 34.01
Maintenance Worker I	\$ 48,403	\$ 49,734	\$ 51,102	\$ 52,507	\$ 53,951	\$ 55,435	\$ 56,959	\$ 58,526	\$ 60,135
Hourly	\$ 23.27	\$ 23.91	\$ 24.57	\$ 25.24	\$ 25.94	\$ 26.65	\$ 27.38	\$ 28.14	\$ 28.91
Apprentice*	\$ 42,224	\$ 44,304	\$ 46,384						
Hourly	\$ 20.30	\$ 21.30	\$ 22.30						

Note(s):

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

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

Longevity Multiplier After 15 Years of Service	1.05
Longevity Multiplier After 20 Years of Service	1.10

<b>MEETING DATE:</b> June 17, 2021		<b>ITEM # 3</b>		
<b>SUBJECT:</b> <b>CONSIDERATION OF RESOLUTIONS 2021-06-01 AND 2021-06-02 DETERMINING DRAINAGE ASSESSMENTS AND ASSESSMENT COLLECTION THROUGH THE YOLO COUNTY SECURED TAX ROLL FOR FISCAL YEAR 2021-22</b>				
<b>INITIATED OR REQUESTED BY:</b>		<b>REPORT COORDINATED OR PREPARED BY:</b>		
<input type="checkbox"/> Board	<input checked="" type="checkbox"/> Staff	Timothy Mallen, Assistant General Manager		
<input type="checkbox"/> Other		 <hr/> Greg Fabun, Interim General Manager		
<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 present sufficient information to the Reclamation District 900 (RD 900) Board of Trustees (Board) to adopt Resolution 2021-06-01, setting the annual assessment rate of \$401.91 per equivalent benefit unit, which represents a 2.25% increase to drainage assessments on property for Fiscal Year 2021-22; and, to adopt Resolution 21-06-02, requesting collection of assessments through the secured tax roll in the same manner as the ordinary ad valorem property taxes.

**RECOMMENDED ACTION**

Staff respectfully recommends that the RD 900 Board:

- 1) Adopt Resolution 2021-06-01, approving a 2.25% increase in assessment for tax Fiscal Year 2021-22 which sets the annual assessment rate at \$401.91 per equivalent benefit unit; and
- 2) Adopt Resolution 2021-06-02, authorizing Yolo County to place special assessments on the secured tax roll in the same manner as the ordinary ad valorem property taxes.

**BACKGROUND**

On June 9, 2016, the RD 900 Board members adopted Resolution 2016-06-01 which approved the final Engineer’s Report and established a special benefit assessment under the Benefit Assessment Act of 1982. The procedure under which the assessments are authorized to be levied was initiated by RD 900 and included a ballot procedure whereby owners within the City of West Sacramento (City) elected to incur an assessment obligation secured by a lien upon their property for the purposes of financing drainage operation and capital improvements of benefit to their property. The resolution also directed staff to record the documents with the County Recorder and submit the assessments to the County for placement on the 2016-17 Yolo County (County) tax roll, and each year thereafter. Each year, the District submits the levy to the County and property owners make payment on the assessment, along with their regular tax bill.

The RD 900 Board has authority to increase the special benefit assessment rate up to two and one quarter percent (2.25%) annually to reflect projected cost inflation, but not to exceed the calculated Construction Cost Index (CCI) for the preceding year. On June 17, 2020, RD 900 Board members adopted Resolution 2020-06-01, approving the last increase in assessment by 1.33% for the 2020-21 tax roll. The action being requested now will authorize a 2.25% increase for the next tax year, 2021-22 which will establish a rate of \$401.91 per equivalent benefit unit, as defined in the final Engineer’s Report.

**ANALYSIS**

*Special Procedures* in the final Engineers Report (June 8, 2016) state, “the maximum authorized Assessment Rate will be subject to an annual inflationary escalator pursuant to Government Code §53739 (b) based on the annual change in the Construction Cost Index (CCI) for the 20-city average with Base Year 1913 = 100, published by the Engineering News Record, subject to a minimum of 0 percent and a maximum of 2.25% percent in any given year.”

As costs increase it is necessary to keep up with the escalation of such needs to insure the financial stability of the District. Such costs range from procurement of materials and labor for vegetation management and tree trimming, to operation and maintenance of pump stations. It has been established by the District’s consultant that the annual CCI (May 2020 to May 2021) calculated in accordance with the standards established in the Engineer’s Report is 5.01%. Because the maximum allowable is capped at 2.25%, that is the controlling

condition and represents the maximum amount the Board may approve for the assessment increase.

Since Fiscal Year 2009-10, the Treasurer-Tax Collector's Office at the County of Yolo has required that all special tax levies placed on the property tax rolls include an authorization approved by the governing body of the levying entity, in this case, RD 900. The Board is being asked to authorize the levy of assessments on the regular tax rolls.

### **ALTERNATIVES**

Staff recommends that the RD 900 Board adopt Resolution 2021-06-01, approving a 2.25% increase in assessment for tax roll year 2021-22, and Resolution 2021-06-02, authorizing Yolo County to place special assessments on the secured tax roll in the same manner as the ordinary ad valorem property taxes. Alternatively, the Board may choose to approve levying of the special assessment with less than the 2.25% or no annual assessment rate adjustment. However, these actions could have eventual financial and legal impacts to the District and to its mission of flood risk reduction.

### **COORDINATION AND REVIEW**

This item was coordinated between District staff, and RD 900 legal counsel.

### **BUDGET/COST IMPACT**

If Resolution 2021-06-01 is approved, the 2.25% increase will result in additional drainage assessment revenue of approximately \$54,618 on the 2021-22 secured tax roll and a total assessment revenue of approximately \$2,482,107.

### **ATTACHMENTS**

- 1) Resolution 2021-06-01
- 2) Resolution 2021-06-02
- 3) Certification of Assessment

## Attachment 1

### RESOLUTION NO. 2021-06-01

#### A RESOLUTION OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT 900 DETERMINING DRAINAGE ASSESSMENTS FOR FISCAL YEAR 2021-22

**WHEREAS**, in compliance with the Benefit Assessment Act of 1982, California Government Code sections 54703 *et seq.* (the "Act"), the Board of Trustees (the "Board") of Reclamation District 900 (the "District") on June 9, 2016, following a public hearing and tabulation of the ballots received from property owners, approved the Engineer's Report for the first Fiscal Year (2016-2017) in which drainage assessments were imposed and determined and levied the assessments; and

**WHEREAS**, the drainage assessments for Fiscal Year 2021-22 are prepared pursuant to the administrative procedures, adopted by the District on June 9, 2016; and

**WHEREAS**, in accordance with the assessment methodology described in the Engineer's Report, the Board may raise the assessment rate each year by not more than two and one-quarter percent (2.25%); and

**WHEREAS**, in accordance with the *Special Procedures* in the final Engineers Report the maximum escalation rate allowed up to 2.25% is based on the annual change in the 20-City average Construction Cost Index (CCI),

WHEREAS, the 20-City Average CCI has been calculated to be 5.01% for the preceding year.

**WHEREAS**, by Resolution 2106-06-01, adopted on June 9, 2016, the Board provided that the assessments shall be collected in the same manner and shall be subject to the same penalties and priority of lien as is provided for *ad valorem* property taxes.

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

1. **Recitals.** The above recitals are true and correct.
2. **Determination of Escalation Factor.** The Board hereby determines that the escalation factor for the assessments in Fiscal Year 2021-22 shall be 2.25%.
3. **Assessment Rate.** The Board hereby determines that the annual assessment rate is to be set at \$401.91 per equivalent benefit unit.
4. **Directive to Prepare and File Assessment Roll for Fiscal Year 2021-22.**  
The Board hereby directs the District staff to prepare the assessment roll for Fiscal Year 2021-22, calculating assessments to reflect changes in development status and the annual escalation factor. The Board hereby determines and levies the assessments as so calculated. The Board hereby further directs the District Treasurer to submit the assessment roll to the Yolo County Auditor-Controller in sufficient time for entry onto the County Assessment Roll for 2021-22.
5. **Entry on County Assessment Roll.** The Yolo County Auditor-Controller is hereby requested to enter on the County Assessment Roll opposite each lot or parcel of land the amount assessed thereupon, as shown on the assessment roll filed by the Agency Treasurer.

- A. The Board agrees, upon reasonable written notice by Yolo County of any claim or challenge, to defend with counsel of its choice, indemnify and hold harmless Yolo County, its Board of Supervisors, officers, officials, agents, and employees (collectively “the County”) against the payment of any liabilities, losses, costs, and expenses, including attorneys’ fees and court costs, not due to the County’s own active negligence or willful misconduct, which the County may incur in the exercise and performance of its powers and duties in placing these assessments onto the County roll and tax bills for the District.
  - B. The Board agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessments, fees and/or charges, as provided by the Government Code sections 29304 and 51800.
  - C. The Board warrants and represents that the taxes, assessments, fees and/or charges imposed by the District and being requested to be collected by Yolo County comply with all requirements of state law, including but not limited to Articles XIIC and XIID of the California Constitution (Proposition 218).
6. **Effective Date.** This resolution shall take effect from and after the date of its passage.

**PASSED AND ADOPTED** by the Board of Trustees of Reclamation District 900 this 17<sup>th</sup> day of June 2021, by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

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

**ATTEST:**

\_\_\_\_\_  
Greg Fabun, RD 900 Interim General Manager

**APPROVED AS TO FORM:**

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

## Attachment 2

### RESOLUTION NO. 2021-06-02

#### **A RESOLUTION OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT 900 REQUESTING COLLECTION OF THE CHARGES TO PAY FOR CERTAIN SERVICES ON THE SECURED TAX ROLL IN THE SAME MANNER AS THE ORDINARY AD VALOREM PROPERTY TAXES**

**WHEREAS**, RECLAMATION DISTRICT NO. 900, (hereinafter "District") requests the County of Yolo collect on the County tax rolls certain charges which have been imposed pursuant to Government Code section 29304 by the District, attached hereto, and

**WHEREAS**, the County has requested as a condition of the collection of said charges that the District warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof,

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of Trustees of the District that:

1. The Auditor-Controller of Yolo County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, attached hereto.
2. The District warrants and represents that the taxes, assessments, fees and/or charges imposed by the District and being requested to be collected by Yolo County comply with all requirements of state law, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218), and that the Board of Trustees has authorized the collection of the taxes, assessments, fees and/or charges by duly-adopted Resolution.
3. The District releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any taxes, assessments, fees and/or charges on behalf of District.
4. The District agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of District's said taxes, assessments, fees and/or charges requested to be collected by County for District, or in any manner arising out of District's establishment and imposition of said taxes, assessments, fees and/or charges. District agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of District's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by County on behalf of District, including property taxes.
5. The District agrees that its offices, agents, and employees will cooperate with the County in answering questions referred to District by County from any person concerning the District's taxes, assessments, fees and/or charges, and that District will not refer such persons to County officers and employees for responses.

6. The District agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessments, fees and/or charges, as provided by Government Code sections 29304 and 51800.

**PASSED AND ADOPTED** by District this 17<sup>th</sup> day June 2021, by the following votes on roll call:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

---

Martha Guerrero, RD 900 President

**ATTEST:**

---

Greg Fabun, Interim General Manager

**APPROVED AS TO FORM:**

---

Ralph R. Nevis, RD 900 Attorney

**Attachment 3**

**CERTIFICATION OF ASSESSMENT**

RECLAMATION DISTRICT NO. 900, hereby certifies that the special assessment to be placed on the 2021-2022 Yolo County Secured Property Tax bill by RECLAMATION DISTRICT 900 for INTERNAL DRAINAGE OPERATION AND MAINTENANCE is in compliance with all requirements of state law, including but not limited to the requirements of Proposition 218 that added Articles XIIC and XIID to the State Constitution.

RECLAMATION DISTRICT NO. 900 agrees to defend, indemnify, and hold harmless the County of Yolo, the Board of Supervisors, the Auditor-Controller, its officers, and employees, from litigation over whether the requirements of Proposition 218 and other State laws were met with respect to such assessment.

If any judgment is entered against any indemnified party as a result of not meeting the requirements of any State law including Proposition 218 for such assessment, RECLAMATION DISTRICT NO. 900 agrees that the County may offset the amount of any judgement paid by an indemnified party from any monies collected by County on RECLAMATION DISTRICT NO. 900 behalf, including property taxes, special taxes, fees, or assessments.

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<b>Authorized Signature</b>	<b>Print Name</b>	<b>Date</b>
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Date of original resolution:	<u>June 17, 2021</u>
Copy of resolution on file at the Auditor's office.	<u>YES</u>
Phone number to be included on Tax Bill:	<u>(916) 971-1483</u>
Email address to be included on Website:	<u>admin@rd900.org</u>

RECLAMATION DISTRICT NO. 900  
Assessment District

<b>MEETING DATE:</b> June 17, 2021	<b>ITEM # 4</b>
<b>SUBJECT:</b> <b>CONSIDERATION OF RESOLUTIONS 2021-06-03 AND 2021-06-04 DETERMINING DRAINAGE ASSESSMENTS AND ASSESSMENT COLLECTION THROUGH THE YOLO COUNTY SECURED TAX ROLL FOR FISCAL YEAR 2021-22</b>	
<b>INITIATED OR REQUESTED BY:</b>  <input type="checkbox"/> Board <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other	<b>REPORT COORDINATED OR PREPARED BY:</b> Timothy Mallen, Assistant General Manager   <hr/> Greg Fabun, General Manager
<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 present sufficient information to the Reclamation District 900 (RD 900) Board of Trustees (Board) to adopt Resolution 2021-06-03, setting the annual assessment rate of \$0.20/\$100 of assessed value, which represents no increase to the assessments on property for the North Drainage Area, which was formerly a part of RD 537 and; to adopt Resolution 21-06-04, requesting collection of assessments through the secured tax roll in the same manner as the ordinary ad valorem property taxes as well as the certification of the assessment.

**RECOMMENDED ACTION**

Staff respectfully recommends that the RD 900 Board:

- 1) Adopt Resolution 2021-06-03, approving the annual assessment rate of \$0.20/\$100 of assessed value; and
- 2) Adopt Resolution 2021-06-04, authorizing Yolo County to place special assessments on the secured tax roll in the same manner as the ordinary ad valorem property taxes.

**BACKGROUND**

On August 8, 1997, the RD 537 Board members adopted Resolution 97-2 which approved the final Engineer's Report and established a special benefit assessment under the Benefit Assessment Act of 1982. The procedure under which the assessments are authorized to be levied was initiated by RD 537 and included a ballot procedure whereby owners within the City of West Sacramento (City) elected to incur an assessment obligation secured by a lien upon their property for the purposes of financing internal drainage operation and maintenance as well as capital improvements of benefit to their property. The resolution also directed staff to record the documents with the County Recorder and submit the assessments to the County for placement on the 1997-98 Yolo County (County) tax roll, and each year thereafter. Each year, the District submits the levy to the County and property owners make payment on the assessment, along with their regular tax bill.

On July 1, 2020, Operation and Maintenance responsibility for the portion of RD 537 within the City of West Sacramento (City) city limits was passed to RD 900 along with the responsibility to administer the assessment for that portion of land. This action was taken as a result of a LAFCo decision made on June 27, 2019, which consolidated RD 785, RD 827 and RD 537 and removed the portion of RD 537 within the City limits to be incorporated with RD 900. Prior to the transfer of responsibilities, on June 11, 2020, RD 537 Board members adopted Resolution 2020-06-01, approving an assessment rate of \$0.20/\$100 of assessed value for the 2020-21 tax roll.

**ANALYSIS**

*The Final Engineers Report* (June 20, 1997) established an assessment rate to be levied of seventy-one point six cents per one-hundred dollars (\$0.716/\$100) of assessed value as calculated in the report. Since that time the rate has fluctuated based on the District's budget and needs with the last rate set by the RD 537 Board for the current fiscal year being \$0.20/\$100 of assessed value.

Since 79,142 Fiscal Year 2009-10, the Treasurer-Tax Collector's Office at the County of Yolo has required that all special tax levies placed on the property tax rolls include an authorization approved by the governing body of the levying entity, in this case, RD 900. The Board is being asked to authorize the levy of assessments on the regular tax rolls.

**Alternatives**

Staff recommends that the RD 900 Board adopt Resolution 2021-06-03, approving the annual assessment rate of \$0.20/\$100 of assessed value for tax Fiscal Year 2021-22, and Resolution 2021-06-04, authorizing Yolo County to place special assessments on the secured tax roll in the same manner as the ordinary ad valorem property taxes. Alternatively, the Board may choose not to approve the rate And to approve a rate less than amount being recommended.

**Coordination and Review**

This item was coordinated between District staff, and RD 900 legal counsel.

**Budget/Cost Impact**

If Resolution 2021-06-03 is approved, the total revenue for the 2021-22 secured tax roll will be approximately \$79,142

**ATTACHMENTS**

- 1) Resolution 2021-06-03
- 2) Resolution 2021-06-04
- 3) Certification of Assessment

## Attachment 1

### RESOLUTION NO. 2021-06-03

#### A RESOLUTION OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT 900 DETERMINING DRAINAGE ASSESSMENTS FOR FISCAL YEAR 2021-22

**WHEREAS**, in compliance with the Benefit Assessment Act of 1982, California Government Code sections 54703 et seq. (the "Act"), the Board of Trustees (the "Board") of Reclamation District (RD) 537 (the "District") on August 8, 1997, following a public hearing and tabulation of the ballots received from property owners, approved the Engineer's Report for the first Fiscal Year (1997-1998) in which flood protection assessments were imposed and determined and levied the assessments; and

**WHEREAS**, on July 1, 2020, operation and maintenance responsibility for that portion of RD 537 that lies within the City of West Sacramento city limits was passed to RD 900 along with the responsibility to administer the assessment for that portion of land; and

**WHEREAS**, the flood assessments for Fiscal Year 2021-22 are prepared pursuant to the administrative procedures, adopted by the former RD 537 on August 8, 1997; and

**WHEREAS**, by Resolution 97-2, adopted on August 8, 1997, the Board provided that the assessments shall be collected in the same manner and shall be subject to the same penalties and priority of lien as is provided for *ad valorem* property taxes.

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

1. **Recitals.** The above recitals are true and correct.
2. **Determination of Escalation Factor.** The Board hereby determines that there will be no escalation factor for the assessments in Fiscal Year 2021-22
3. **Assessment Rate.** The Board hereby determines that the annual assessment rate is to be set at \$0.20/\$100 of assessed value.
4. **Directive to Prepare and File Assessment Roll for Fiscal Year 2021-22.**  
The Board hereby directs the District staff to prepare the assessment roll for Fiscal Year 2021-22, calculating assessments to reflect changes in development status and the annual escalation factor. The Board hereby determines and levies the assessments as so calculated. The Board hereby further directs the District Treasurer to submit the assessment roll to the Yolo County Auditor-Controller in sufficient time for entry onto the County Assessment Roll for 2021-22.
5. **Entry on County Assessment Roll.** The Yolo County Auditor-Controller is hereby requested to enter on the County Assessment Roll opposite each lot or parcel of land the amount assessed thereupon, as shown on the assessment roll filed by the Agency Treasurer.
  - A. The Board agrees, upon reasonable written notice by Yolo County of any claim or challenge, to defend with counsel of its choice, indemnify and hold harmless Yolo County, its Board of Supervisors, officers, officials, agents, and employees (collectively "the County") against the payment of any liabilities, losses, costs, and expenses, including attorneys' fees and court costs, not due to the County's own active negligence or willful misconduct, which the County may incur in the exercise and performance of its powers and duties in placing these assessments onto the County roll and tax bills for the District.

B. The Board agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessments, fees and/or charges, as provided by the Government Code sections 29304 and 51800.

C. The Board warrants and represents that the taxes, assessments, fees and/or charges imposed by the District and being requested to be collected by Yolo County comply with all requirements of state law, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218).

6. **Effective Date.** This resolution shall take effect from and after the date of its passage.

**PASSED AND ADOPTED** by the Board of Trustees of Reclamation District 900 this 17<sup>th</sup> day of June 2021, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

Martha Guerrero, RD 900 President

**ATTEST:**

---

Greg Fabun, Interim General Manager

**APPROVED AS TO FORM:**

---

Ralph R. Nevis, RD 900 Attorney

## Attachment 2

### RESOLUTION NO. 2021-06-04

#### **A RESOLUTION OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT 900 REQUESTING COLLECTION OF THE CHARGES TO PAY FOR CERTAIN SERVICES ON THE SECURED TAX ROLL IN THE SAME MANNER AS THE ORDINARY AS VALOREM PROPERTY TAXES**

**WHEREAS**, RECLAMATION DISTRICT NO. 900, (hereinafter "District") requests the County of Yolo collect on the County tax rolls certain charges which have been imposed pursuant to Government codes section 29304 by the District, attached hereto, and

**WHEREAS**, the County has requested as a condition of the collection of said charges that the District warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof,

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of District that:

1. The Auditor-Controller of Yolo County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, attached hereto.
2. The District warrants and represents that the taxes, assessments, fees and/or charges imposed by the District and being requested to be collected by Yolo County comply with all requirements of state law, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218).
3. The District releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any taxes, assessments, fees and/or charges on behalf of District.
4. The District agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of District's said taxes, assessments, fees and/or charges requested to be collected by County for District, or in any manner arising out of District's establishment and imposition of said taxes, assessments, fees and/or charges. District agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of District's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by County on behalf of District, including property taxes.
5. The District agrees that its offices, agents, and employees will cooperate with the County in answering questions referred to District by County from any person concerning the District's taxes, assessments, fees and/or charges, and that District will not refer such persons to County officers and employees for responses.

6. The District agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessments, fees and/or charges, as provided by Government Code sections 29304 and 51800.

**PASSED AND ADOPTED** by District this 17<sup>th</sup> day June 2021, by the following votes on roll call:

**AYES** \_\_\_\_\_

**NOES** \_\_\_\_\_

**ABSTAIN** \_\_\_\_\_

**ABSENT** \_\_\_\_\_

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

**ATTEST:**

\_\_\_\_\_  
Greg Fabun, RD 900 Interim General Manager

**APPROVED AS TO FORM:**

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

**Attachment 3**

**CERTIFICATION OF ASSESSMENT**

RECLAMATION DISTRICT NO. 900, hereby certifies that the special assessment to be placed on the 2021-2022 Yolo County Secured Property Tax bill by RECLAMATION DISTRICT 900 for INTERNAL DRAINAGE OPERATION AND MAINTENANCE for the North Drainage Area (area formerly a part of RD 537) is in compliance with all requirements of state law, including but not limited to the requirements of Proposition 218 that added Articles XIIC and XIID to the State Constitution.

RECLAMATION DISTRICT NO. 900 agrees to defend, indemnify, and hold harmless the County of Yolo, the Board of Supervisors, the Auditor-Controller, its officers, and employees, from litigation over whether the requirements of Proposition 218 and other State laws were met with respect to such assessment.

If any judgment is entered against any indemnified party as a result of not meeting the requirements of any State law including Proposition 218 for such assessment, RECLAMATION DISTRICT NO. 900 agrees that the County may offset the amount of any judgement paid by an indemnified party from any monies collected by County on RECLAMATION DISTRICT NO. 900 behalf, including property taxes, special taxes, fees, or assessments.

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<b>Authorized Signature</b>	<b>Print Name</b>	<b>June 17, 2021</b> <b>Date</b>
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Date of original resolution:	<u>June 17, 2021</u>
Copy of resolution on file at the Auditor's office.	<u>YES</u>
Phone number to be included on Tax Bill:	<u>(916) 971-1483</u>
Email address to be included on Website:	<u>admin@rd900.org</u>

RECLAMATION DISTRICT NO. 900  
Assessment District

<b>MEETING DATE:</b> June 17, 2021	<b>ITEM # 5</b>
<b>SUBJECT:</b> <b>CONSIDERATION OF CONTRACTS WITH LARSEN WURZEL &amp; ASSOCIATES INC AND LAUGENOUR AND MEIKLE FOR MANAGEMENT AND SUBMISSION OF TAX ROLLS FOR THE RD 900 DRAINAGE AND FORMER RD 537 DRAINAGE AREAS</b>	
<b>INITIATED OR REQUESTED BY:</b>  <input type="checkbox"/> Board <input checked="" type="checkbox"/> Staff  <input type="checkbox"/> Other	<b>REPORT COORDINATED OR PREPARED BY:</b> Timothy Mallen, Assistant General Manager   <hr/> Greg Fabun, General Manager
<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 present sufficient information to the Reclamation District 900 (RD 900) Board of Trustees (Board) to execute a contract with Larsen Wurzel & Associates Inc. (LWA) for management and submission of tax rolls to Yolo County for the RD 900 assessment; and to execute a contract with Laugenour and Meikle (L-M) for management and submission of tax rolls to Yolo County for the former RD 537 assessment.

**RECOMMENDED ACTION**

Staff respectfully recommends that the RD 900 Board:

- 1) Authorize the Board President to execute a contract with Larsen Wurzel & Associates Inc. (Attachment 1) in the amount of \$22,300; and
- 2) Authorize the Interim General Manager to execute a contract with Laugenour and Meikle (Attachment 2) in the amount of \$1,500.

**BACKGROUND**

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

LWA has been performing these services for RD 900 since 2016 and has provided a proposal to continue these services for the 2021/22 tax year. In addition to submission of the tax rolls to Yolo County, they also prepare and manage direct bills for non-secured properties, follow up with collection attempts and address property owner inquires throughout the tax year.

In 2020, the District’s boundaries were expanded to include the area of West Sacramento previously served by RD 537. As a result, the District now has the responsibility of administering the special benefit assessment district associated with this new area. L-M has been performing data collection, management and placement of assessments on the property tax rolls with Yolo County for RD 537 for the past several decades and has provided a proposal to perform these services for the District for that portion of RD 537 that now lies within the District’s boundaries for the 2021/22 tax year.

**ANALYSIS**

Due to current capacity issues within the District, staff requested proposals from LWA and L-M to perform the assessment management services for the 2021/22 tax year as described above.

Staff evaluated each firm’s proposal, included in each of the attached contracts, and determined the proposals to be responsive and fair. The cost for administering the two assessment districts is provided below and are represented as a percent of the revenue received from each of the assessment districts.

<b>Assessment District/Firm</b>	<b>Proposal</b>	<b>Expected Assessment Revenue</b>	<b>Cost as % of Assessment</b>
900/LWA	\$23,500	\$2,444,001	1.0%
Former 537/L-M	\$1,500	\$79,142	1.9%

Alternatives

Staff recommends the Board approve the contracts as presented in the recommended actions. Alternatively, the Board may choose not to execute one or both, and direct staff to return with additional proposals. Staff does not recommend these alternatives as the deadline to submit the tax rolls to the County is August 10, 2021, and the firms have direct experience to perform the needed services efficiently and cost-effectively.

Coordination and Review

This item was coordinated between District staff, and District counsel.

Budget/Cost Impact

The cost of the services requested is included in the O&M budgets for 900 Drainage and 537 Drainage.

**ATTACHMENTS**

- 1) Contract for Services – LWA
- 2) Contract for Services – L-M

# Attachment 1

## CONTRACT FOR SERVICES

THIS CONTRACT is made on June 17, 2021, by and between RECLAMATION DISTRICT NO. 900 ("DISTRICT"), and Larsen Wurzel & Associates Inc. ("Consultant").

WITNESSETH:

WHEREAS, the DISTRICT desires consulting services for the Drainage Operations & Maintenance assessment administration for FY 2021/2022; and

WHEREAS, the Consultant has presented a proposal for such services to the DISTRICT, dated June 3, 2021, (attached hereto as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

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

### 1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Task 1 of Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

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

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

### 2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Contract by the DISTRICT, and shall be undertaken and completed by June 20, 2022.

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

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

### **3. COMPENSATION:**

A. The Consultant shall be paid monthly for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed twenty-two thousand three hundred (\$22,300), without the DISTRICT's prior written approval. Consultant's fees shall be as specified in the Budget section of their proposal, which is included in **Exhibit "A"**.

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

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

### **4. TERMINATION:**

A. This Contract may be terminated by the DISTRICT by giving not less than thirty (30) calendar days' written notice by email or by US mail of intent to terminate.

B. The DISTRICT may temporarily suspend this Contract, at no additional cost to the DISTRICT, provided that the Consultant is given written notice in accordance with Section 4A of temporary suspension. If the DISTRICT gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

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

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

**5. AMENDMENTS, CHANGES OR MODIFICATIONS:**

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

**6. EXTENSIONS OF TIME:**

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

**7. PROPERTY OF THE DISTRICT:**

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

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

**8. COMPLIANCE WITH ALL LAWS:**

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

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

**9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:**

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

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

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

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

#### **10. SUBCONTRACTING:**

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

#### **11. ASSIGNABILITY:**

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

#### **12. INTEREST IN CONTRACT:**

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

**13. MATERIALS CONFIDENTIAL:**

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

**14. LIABILITY OF CONSULTANT-NEGLIGENCE:**

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

**15. INDEMNITY AND LITIGATION COSTS:**

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

**16. CONSULTANT TO PROVIDE INSURANCE:**

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

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

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

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

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

## 2. Commercial General Liability Insurance

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

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

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

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

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

## 3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or

by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000** per accident.

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

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

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

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

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

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

## **17. MISCELLANEOUS PROVISIONS:**

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

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

C. Consultant shall maintain and make available for inspection by the DISTRICT and its auditors accurate records of all of its costs, disbursements and receipts with respect to any

work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

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

the DISTRICT: Tim Mallon  
1420 Merkley Ave # 4  
West Sacramento, CA 95691  
[tmallen@rd900.org](mailto:tmallen@rd900.org)  
916-371-1483

Consultant: Scott Brown  
2450 Venture Oaks Way, Ste 240  
Sacramento, CA 95833  
[scott@larsenwurzel.com](mailto:scott@larsenwurzel.com)  
530-665-8222

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

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

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

[Signatures on following page]

RECLAMATION DISTRICT NO. 900

By: \_\_\_\_\_  
RD 900 Board President

ATTEST:

By: \_\_\_\_\_  
RD 900 General Manager

APPROVED AS TO FORM:

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

CONSULTANT

By: \_\_\_\_\_  
Title: Principal

EXHIBIT A

Consultant Proposal/Scope of Work

EXHIBIT B

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

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

CONSULTANT

By: \_\_\_\_\_  
[Title]





## **SCOPE OF SERVICES**

The following Scope of Services describes the tasks, subtasks, and timing of work to be completed under this proposal. The period of performance will be July 1, 2021 through June 30, 2022.

### **Task 1 – Drainage Operations & Maintenance Assessment Roll Administration for FY 2021/2022**

#### ***Subtask 1.1 – Project Management***

This task includes general coordination and meetings with RD 900 staff and/or its' consultants necessary for the preparation of the annual assessment roll. This task also includes preparation of any updates to the administration binder prepared for the RD 900 FY 2021/2022 Assessment Administration.

#### ***Subtask 1.2 – Assessment Roll Update***

This task includes gathering, verification, and research of updated parcel data and integration of updates into the administration record for FY 2021/2022. This task also includes the calculation of the allowable annual escalation rate, preparation of the necessary resolutions, and presentation of the escalation to the RD 900 Board for consideration. This task is expected to be completed during July 2021.

#### ***Subtask 1.3 – Yolo County Assessment Roll Preparation***

This task includes preparation of the FY 2021/2022 assessment roll for application on the Yolo County property tax roll, preparation of the necessary resolutions, submission to the County, and follow up required to resolve any parcels rejected for collection by the County. The roll will be submitted to the County by the August 10, 2021 deadline with follow-up corrections, as necessary, submitted by the August 27, 2021 deadline.

#### ***Subtask 1.4 – Direct Bill Assessment Roll Preparation***

This task includes the preparation of the direct bill assessment roll and the production and mailing of the direct bills for FY 2021/2022. This task also includes coordination with RD 900 staff to update the assessment administration database with payments of the FY 2020/2021 assessment direct bills. This task will be completed following confirmation of any corrections to the County assessment roll in September 2021. The direct bills will be mailed in late September 2021 to coincide with the mailing of Yolo County property tax bills.

#### ***Subtask 1.5 – Property Owner Inquiries and Assessment Roll Follow-Up***

This task includes researching and addressing any property owner inquiries resulting from the FY 2021/2022 assessment roll submitted to Yolo County or directly billed by RD 900 to property owners. If necessary, this may include processing any resulting assessment adjustments with the County or with direct bills.

## **Task 2 – Zone 2 Assessment Roll Administration for FY 2021/2022**

LWA's understanding and assumptions regarding the previous RD 537 Zone 2 assessment are as follows:

- Laugenour and Meikle administered the assessment for RD 537. LWA has reviewed the assessment roll for FY 2019/2020 in preparation of this proposal.
- The assessment was adopted in 1989 prior to the passage of Proposition 218. The assessment funded the drainage and levee operations and maintenance. The methodology incorporates benefit factors and assessed valuations per acre by land use types to apportion the annual assessment across benefiting parcels.
- In 1997, Laugenour and Meikle prepared an Engineer's Report pursuant to Proposition 218 that confirmed the 1989 assessment methodology and increased the maximum assessment rate to \$0.72 per \$100 of Assessed Value.
- The assessment rate was set each year by the RD 537 Board according to the projected budget requirements, considering all sources of revenue to the District. The most recent assessment rate was adopted at \$0.50 per \$100 of Assessed Value. LWA's understanding is that the reduced assessment rate was adopted following passage of the West Sacramento Area Flood Control Agency's assessment, of which a portion was dedicated to maintenance of the newly constructed levees protecting West Sacramento.
- The assessment is collected through Yolo County, the Board of Equalization (BOE), and direct billing.

Based on this understanding, the following scope of services was developed.

### ***Subtask 2.1 – Project Management***

This task includes any general coordination, meetings, and development/preparation of an administration binder associated with the Zone 2 assessment administration.

This task includes the assumed level of effort necessary for LWA to coordinate with RD 900 staff as well as any other consultants, such as Laugenour and Meikle, to confirm our understanding of Zone 2 assessment methodology and past administration activities that would be expected by Yolo County and the Board of Equalization. The subsequent tasks described below also include the assumed efforts necessary to complete the update of the RD 537 FY 2020/2021 assessment roll, submission to Yolo County, submission to BOE, and preparation of direct bills. It is expected that the first year of administration will require additional efforts for familiarization over that required in subsequent years.

### ***Subtask 2.2 – Assessment Roll Update***

This task includes gathering, verification, and research of updated parcel data and integration of updates into either the previous administration record prepared by Laugenour and Meikle or the development of a new administration model for FY 2021/2022. This task also includes support necessary to determine the annual assessment rate, prepare the necessary resolutions, and presentation of the rate to the Board for consideration. This task is expected to be completed during July 2021.

***Subtask 2.3 – Yolo County & Board of Equalization Assessment Roll Preparation***

This task includes preparation of the FY 2021/2022 assessment roll for application on the Yolo County property tax roll, submission to BOE, preparation of the necessary resolutions, submission to the County, and any follow up required to resolve any parcels rejected for collection by the County or BOE. The County roll will be submitted to the August 10, 2021 deadline with follow-up corrections, as necessary, submitted by the August 27, 2021 deadline. LWA will work with RD 900 and BOE staff to ensure any submissions made to BOE are done in a timely manner according to BOE deadlines.

***Subtask 2.4 – Direct Bill Assessment Roll Preparation***

This task includes the preparation of the direct bill assessment roll and the production and mailing of the direct bills for FY 2021/2022. This task also includes coordination with RD 900 staff, or others, to update the assessment administration database with payments of the FY 2020/2021 assessment direct bills. This task will be completed following confirmation of any corrections to the County or BOE assessment rolls in September 2021. The direct bills will be mailed in late September 2021 to coincide with the mailing of Yolo County property tax bills.

***Subtask 2.5 – Property Owner Inquiries and Assessment Roll Follow-Up***

This task includes researching and addressing any property owner inquiries resulting from the FY 2021/2022 assessment roll submitted to Yolo County, submitted to BOE, or directly billed by RD 900 to property owners. If necessary, this may include processing any resulting assessment adjustments with the County or with direct bills.

**BUDGET**

The following table summarizes the proposed budget for administration of the Drainage Operations and Maintenance Assessment and the Zone 2 Assessment for FY 2021/2022 associated with the above-described tasks and subtasks.

Task Description	Proposed Budget
<b>Task 1 – Drainage O&amp;M Assessment Roll Administration FY 2021/2022</b>	
Subtask 1.1 – Project Management	2,100
Subtask 1.2 – Assessment Roll Update	10,500
Subtask 1.3 – Yolo County Assessment Roll Preparation	3,200
Subtask 1.4 – Direct Bill Assessment Roll Preparation	5,300
Subtask 1.5 – Property Inquiries and Assessment Roll Follow Up	<u>1,200</u>
<b>Subtotal Task 1</b>	<b>22,300</b>
<b>Task 2 – Zone 2 Assessment Roll Administration FY 2021/2022</b>	
Subtask 2.1 – Project Management	5,400
Subtask 2.2 – Assessment Roll Update	8,500
Subtask 2.3 – Yolo County & BOE Assessment Roll Preparation	6,200
Subtask 2.4 – Direct Bill Assessment Roll Preparation	4,800
Subtask 2.5 – Property Inquiries and Assessment Roll Follow Up	<u>2,700</u>
<b>Subtotal Task 2</b>	<b>27,600</b>
<b>Total</b>	<b>49,900</b>

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott L. Brown", followed by a long horizontal line extending to the right.

Scott L. Brown, PE  
Principal  
Larsen Wurzel & Associates

Encl: LWA Standard Billing Rate Schedule

**Larsen Wurzel & Associates, Inc.**  
**Hourly Rate Schedule**

Staff Billing Rates	2021*
Principal	\$229
Senior Consultant	\$239-\$281
Supervising Project Manager	\$229
Senior Project Manager	\$218
Associate Project Manager	\$208
Project Manager	\$198
Senior Technical Associate	\$187
Senior Associate	\$177
Associate	\$166
Senior Analyst	\$156
Analyst II	\$140
Analyst I	\$125
Supervising Engineer	\$224
Project Engineer	\$203
Associate Engineer	\$182
Assistant Engineer	\$161
CAD Tech/GIS Specialist	\$140
Junior Engineer	\$130
Intern	\$73
Senior Project Coordinator	\$140
Project Coordinator	\$125
Project Assistant	\$120
Technical Editor	\$104
Clerical Staff	\$86

***\*Rates increase on January 1st of each year.***

Automobile mileage is billed at the IRS federal reimbursement rate.

Professional services provided by others billed through LWA are billed at cost plus a service charge of 5%.

# Attachment 2

This form of agreement is distributed by:



Client Initials	Consultant Initials <b>TCT</b>
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## SHORT FORM OF AGREEMENT BETWEEN CLIENT AND CONSULTANT

This short form of agreement (Form A.1) was developed by the American Council of Engineering Companies of California and is intended primarily for the use of ACEC California members and may not be reproduced without the permission of the American Council of Engineering Companies of California. © 2017, 2013, 2010, 2009, 2008, 2007, 2003, 2001.

Project No. **3093-2**

Agreement entered into at **WOODLAND, CALIFORNIA** on this date of **JUNE 7, 2021**,

by and between: \_\_\_\_\_

Client:	<b>RECLAMATION DISTRICT NO. 900</b>	Consultant:	<b>LAUGENOUR AND MEIKLE</b>
Name:	<b>ATTN: GREG FABUN</b>	Name:	<b>TODD C. TOMMERAASON</b>
Address:	<b>P.O. BOX 673</b>	Address:	<b>608 COURT STREET</b>
City, St, Zip:	<b>WEST SACRAMENTO, CA 95691</b>	City, St, Zip:	<b>WOODLAND, CA 95695</b>
Phone:	<b>(530)371-1483</b>	Phone:	<b>(530)662-1755</b>
Mobile:	<b>GREG: (916)628-1066</b>	Mobile:	
Fax:		Fax:	<b>(530)662-4602</b>
Email:	<b>gregf@cityofwestsacramento.org</b>	Email:	<b>tct@lmce.net</b>
License No:		License No:	<b>P.E. 59277</b>

### Client and Consultant agree as follows:

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

**PREPARATION OF RECLAMATION DISTRICT NO. 900 (RD 537 WEST SACRAMENTO AS ANNEXED BY RD 900) ANNUAL ASSESSMENT ROLL FOR SUBMITTAL TO YOLO COUNTY AND PUBLIC AGENCY INVOICES. Consultant shall complete its work on the project and deliver project materials to Client for its review as close to August 1, 2021 as possible. Consultant submittals to Yolo County shall be delivered no later than the date required by the County.**

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

**RESEARCH YOLO COUNTY ASSESSOR'S RECORDS TO COMPLETE NECESSARY CHANGES FOR 2021/2022 ASSESSMENT ROLL & PUBLIC AGENCY INVOICES. SUBMITTAL OF ASSESSMENT ROLL TO YOLO COUNTY AS REQUIRED. MAIL INVOICES TO PUBLIC AGENICES.**

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

**ON A TIME AND MATERIALS BASIS IN ACCORDANCE WITH THE ATTACHED RATE SCHEDULE (EXHIBIT "A") NOT TO EXCEED ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00).**

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

**EXHIBIT "A" - RATE SCHEDULE**

## PROVISIONS OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

- ~~16. Client agrees to provide to Consultant the present name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice. Client will not object to any lawful filing of any lien by Consultant.~~
- ~~17. The Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the judgment of the Consultant, increase the Consultant's contractual or legal obligations or risk, or adversely affect the availability or cost of its professional or general liability insurance. Nor shall Consultant be required to sign any documents, requested by any party, including Client, that would result in the Consultant's having to certify, guarantee, warrant or state the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any money due to the Consultant, in any way contingent upon the Consultant's signing any such certification, guarantee, warranty or statement.~~
- ~~18. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated in the judgment of the Consultant. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination. If Consultant elects to suspend or terminate Consultant's services pursuant to this provision, Consultant is entitled to reasonable suspension or termination costs or expenses and Client waives any and all damage claims resulting from any delay or disruption after the suspension or termination.~~
- ~~19. Client agrees that all billings from Consultant to Client are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.~~
- ~~20. Client agrees to pay a monthly late payment fee and not an interest charge, which will be the lesser of one and one-half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing.~~
- ~~21. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or increase in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased costs.~~
- ~~22. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this agreement.~~
- ~~23. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by Client as extra services in accordance with paragraph 22.~~
- ~~24. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, power failures, accidents or equipment malfunctions, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or instruments of service promptly, faulty performance by Client or other~~

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

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

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

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

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

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

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

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

By: \_\_\_\_\_ By: 

Name: GREG FABUN Name: TODD C. TOMMERAASON

Title: \_\_\_\_\_ Title: PRINCIPAL, SENIOR CIVIL ENGINEER

Date Signed: \_\_\_\_\_ Date Signed: JUNE 7, 2021

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

## LAUGENOUR AND MEIKLE

### RATE SCHEDULE

#### PERSONNEL CLASSIFICATION

#### RATE PER HOUR

Principal Engineer	\$210.00
Principal Surveyor	\$210.00
Senior Engineer/Project Manager	\$195.00
Senior Engineer	\$185.00
Senior Surveyor	\$185.00
Associate Engineer	\$180.00
Surveyor	\$165.00
Assistant Surveyor	\$150.00
Assistant Engineer	\$150.00
Assistant Project Manager	\$150.00
Junior Engineer	\$140.00
Technician III	\$140.00
Technician II	\$125.00
Technician I	\$ 90.00
Clerical	\$ 65.00
Accounting	\$100.00
Survey Party, 1-Man	\$160.00
Survey Party, 2-Man	\$230.00

#### REIMBURSABLES:

Aerial Drone	—	\$500.00 per Aerial Model
Field Materials	—	Charged at cost plus 10%
Reproduction Items	—	Charged at cost plus 10%
Subconsultants	—	Charged at cost plus 10%
Fees	—	Charged at cost plus 10%

Effective 07/01/2019

<b>MEETING DATE:</b> June 17, 2021	<b>ITEM # 6</b>
<b>SUBJECT:</b> <b>CONSIDERATION OF A CONTRACT WITH DUSTIN N. DUMARS, CPA FOR DISTRICT GENERAL ACCOUNTING AND FINANCIAL 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 Manager
<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 present sufficient information to the Reclamation District 900 (RD 900/District) Board of Trustees (Board) to execute a contract with Dustin N. Dumars, CPA for general accounting and financial management assistance.

**RECOMMENDED ACTION**

Staff respectfully recommends that the RD 900 Board:

- 1) Authorize the Board President to execute a contract with Dustin N. Dumars (Attachment 1) in the amount of \$27,000 in substantially as to the form attached.

**BACKGROUND**

The District relies on a variety of professional services to support overall District management and operations, especially for services that require special training or certifications. One of these services is accounting and financial management assistance.

Dustin N. Dumars has been providing accounting and financial management assistance for the District for the past year. His services include General Ledger, Statement Reconciliation, Journal Entries, Accounting System and Transaction Tracking/Reporting, Internal Financial Reports, Project and Budget Assistance, and Profit/Loss Budget/Actual Reports.

**ANALYSIS**

Due to current capacity issues within the District, staff requested a proposal Dustin N. Dumars, CPA to continue to perform the services described above for the District for Fiscal Year (FY) 2021/22. Additionally, Mr. Dumars was an integral part of the development of the new fund balances and O&M budgets proposed for adoption by the District for FY 2021/22. His expertise will be relied upon to ensure that all accounting practices and financial management and reporting conforms to the parameters as defined by the budgets.

Despite the increased complexity with the new District funds and increase in O&M budgets, Mr. Dumars proposed only a small increase cost for services from the previous fiscal year.

**Alternatives**

Staff recommends the Board approve the contract with Dustin N. Dumars as presented in the recommended action. Alternatively, the Board may choose not to execute the contract and direct staff to return with additional proposals. Staff does not recommend these alternatives as Mr. Dumars is uniquely qualified to perform the services requested given the change in District fund and budgets.

**Coordination and Review**

This item was coordinated between District staff, and District counsel.

**Budget/Cost Impact**

The cost of the services requested is included in the O&M budgets for 900 Drainage, 537 Drainage and Levee O&M.

**ATTACHMENTS**

- 1) Contract for Services – Dustin N. Dumars

# Attachment 1

## CONTRACT FOR SERVICES

THIS CONTRACT is made on June 17, 2021, by and between RECLAMATION DISTRICT NO. 900 ("DISTRICT"), and Dustin N. Dumars, CPA ("Consultant").

WITNESSETH:

WHEREAS, the DISTRICT desires financial accounting services for FY 2021/2022; and

WHEREAS, the Consultant has presented a proposal for such services to the DISTRICT, dated June 3, 2021, (attached hereto as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

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

### 1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Task 1 of Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

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

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

### 2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Contract by the DISTRICT, and shall be undertaken and completed by June 30, 2022.

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

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

the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

### **3. COMPENSATION:**

A. The Consultant shall be paid monthly for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed twenty-seven thousand (\$27,000), without the DISTRICT's prior written approval. Consultant's fees shall be as specified in their proposal, which is included in **Exhibit "A"**.

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

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

### **4. TERMINATION:**

A. This Contract may be terminated by the DISTRICT by giving not less than thirty (30) calendar days' written notice by email or by US mail of intent to terminate.

B. The DISTRICT may temporarily suspend this Contract, at no additional cost to the DISTRICT, provided that the Consultant is given written notice in accordance with Section 4A of temporary suspension. If the DISTRICT gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

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

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

### **5. AMENDMENTS, CHANGES OR MODIFICATIONS:**

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

**6. INTENTIONALLY OMITTED**

**7. PROPERTY OF THE DISTRICT:**

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

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

**8. COMPLIANCE WITH ALL LAWS:**

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

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

**9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:**

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

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

**10. SUBCONTRACTING:**

None of the services covered by this Contract shall be subcontracted to any third party.

**11. ASSIGNABILITY:**

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation

**12. INTEREST IN CONTRACT:**

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

**13. MATERIALS CONFIDENTIAL:**

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

**14. LIABILITY OF CONSULTANT-NEGLIGENCE:**

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

**15. INDEMNITY AND LITIGATION COSTS:**

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

**16. CONSULTANT TO PROVIDE INSURANCE:**

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

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

1. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$500,000.00** per occurrence and **\$1,000,000** general and products/completed operations aggregates.

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

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

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

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

3. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **\$500,000** per claim.

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

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

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

#### **17. MISCELLANEOUS PROVISIONS:**

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

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

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

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

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

the DISTRICT: Tim Mallon  
1420 Merkley Ave # 4  
West Sacramento, CA 95691  
[tmallen@rd900.org](mailto:tmallen@rd900.org)  
916-371-1483

Consultant: Dustin N. Dumars

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

[Signatures on following page]

RECLAMATION DISTRICT NO. 900

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

ATTEST:

By: \_\_\_\_\_  
Greg Fabun, RD 900 Interim General Manager

APPROVED AS TO FORM:

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

CONSULTANT

By: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

Consultant Proposal/Scope of Work



# Exhibit A



2950 Beacon Blvd. #70  
West Sacramento, CA 95691

Greg Fabun  
Reclamation District 900  
PO Box 673  
1420 Merkley Avenue, Ste. #4  
West Sacramento, CA. 95691

Dear Greg:

The following is a list of services available from Dustin N. Dumars, CPA for Reclamation District 900. We hope to better meet your expectations of service from our firm by clearly identifying the particular services to be provided and their frequency. Our services will begin July 1, 2021 and end June 30, 2022.

You are responsible for assuming all management responsibilities, and for overseeing any bookkeeping services, or other services we provide by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services.

None of the services can be relied on to disclose errors, fraud, or illegal acts. However, we will inform you of any material errors and of any evidence or information that comes to our attention during the performance of our services, that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our services procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

We have marked the frequency of the services that we expect to provide. Please review the information below and make any changes necessary.

	Monthly	Quarterly	Annually
<b>Bookkeeping Services</b>			
Record journals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Post general ledger	x	<input type="checkbox"/>	<input type="checkbox"/>
Post other ledgers (specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reconcile bank statements	x	<input type="checkbox"/>	<input type="checkbox"/>
Post earnings records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Prepare payroll tax returns	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Prepare W-2s	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other bookkeeping services (specify)			
Assist with adjusting entries and provide analysis	x	<input type="checkbox"/>	<input type="checkbox"/>
Assist with accounting system and transaction tracking	x	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Financial Statements**

*Compiled Financial Statements*

Balance Sheet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Profit and loss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Statement of cash flows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Notes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supplementary information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Reviewed Financial Statements*

Balance sheet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Statement of income and retained earnings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Statement of cash flows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Notes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supplementary information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Special statements (specify)

Internal financial reports	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Assist with projects and budgeting	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Profit and Loss Actual vs. Budget	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Tax Services**

Federal income tax return	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
State income tax return	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
State franchise report	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other state returns (specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tax planning or consultations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other tax services (specify)			

	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Other Services (specify)**

	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Our fees for the listed services to be provided will not exceed \$27,000 per year. If significant additional time becomes necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional cost. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

\_\_\_\_\_  
Dustin N. Dumars, CPA

Acknowledged:  
Reclamation District 900

\_\_\_\_\_

\_\_\_\_\_  
Date

**REGULAR MEETING OF THE  
RECLAMATION DISTRICT 900  
May 24, 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/SluCMC394k0>).

The meeting was originally noticed for May 20, 2021. Due to a technical issue with the Zoom meeting platform and streaming service, the meeting was adjourned to May 24, 2021, at 6:00 p.m. District staff prepared and posted legally-required notice of the adjourned meeting. On May 24, 2021, the meeting was called to order at 6:05 PM by President Guerrero. Also in attendance at the meeting were: Trustees Alcalá, Ledesma and Orozco; Interim General Manager Fabun, Assistant General Manager Mallen and District Counsel Nevis.

**GENERAL ADMINISTRATION – PART I**

Entry No. 1

Heard General Administration Functions as follows:

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

None

B. Monthly/Year-To-Date Budget Report

Interim General Manager Fabun reported out on the year to date as well as the April income and expenses and showed a comparison to the budget. He explained that the expenses were tracking closely with the budget except for the Drever remodel because the full amount of that project was budgeted for this fiscal year but that many of the expenses of the project will be incurred in the next fiscal year. Trustee Orozco asked for clarification on the CIP budget and whether the \$2.25M was all for the Drever remodel. Assistant General Manager Mallen explained that this budgeted amount was for both the Drever remodel as well as the Blacker Canal project.

**CONSENT AGENDA – PART II**

Entry No. 2

Authorized the Interim General Manager to Submit a proposal to the Department of Water Resources for funding under the flood maintenance assistance program.

Entry No. 3

Authorized the Board of Trustees to Endorse the Central Valley Flood Protection Board Permit Application by the City of West Sacramento for the West Apartments Emergency Access Road.

Entry No.4

Authorized amendment No.1 to the contract with Triamid Construction for the 889 Drever Street remodel project.

Entry No.5

Approved the minutes of the April 15, 2021, Reclamation District 900 Board meeting.

MOTION: Ledesma

SECOND: Alcalá

AYES: Guerrero, Ledesma, Alcalá & Orozco

NOES: None

ABSTAIN: None

ABSENT: None

The Consent Agenda passed 4-0, by roll call vote.

**REGULAR AGENDA – PART III**

Entry No. 6

Workshop on Reclamation District 900 fiscal year 2021/22 Operations and Maintenance budgets AND Capital Improvement budgets:

Interim General Manager Fabun presented the draft budget with a PowerPoint presentation. Additional information was provided by Interim General Manager Fabun regarding the General Overhead and Administration (GO&A). It was explained that these costs are proposed to be housed in the RD 900 Internal Drainage budget as 75% of these costs

are attributed to these activities. The other two budgets, 537 Drainage and Levee O&M, provide a contribution to the RD 900 Internal Drainage budget for their proportional share of the GO&A costs.

Trustee Ledesma asked for clarification on the Fund balances and reserves for the portion of the District formerly a part of RD 537. It was explained that the reserves are primarily anticipated to provide upgrades to the pump station and that the projected fiscal year shows dipping slightly into those reserves but that this is to take care of deferred maintenance and not anticipated to be the norm moving forward.

Interim General Manager Fabun provided clarification on the Levee fund that it is recommended that the District should build reserves to \$3M to \$5M in order to allow sufficient reserves in case of a levee/flood emergency, however unlikely.

Interim General Manager Fabun explained that staff would continue to track their allocation of time across the various funding streams and that the allocations could be adjusted or trued up based on actuals if they deviate significantly from the allocations assumed in the budget of 75%/2.5%/22.5% RD 900 Drainage/ RD 537 Drainage/ Levees.

For the Salary schedule additional clarification was provided that the proposed pay scale would result in all positions having annual step increases and that the movement from Maintenance Worker I to II would occur automatically after 2 years of service with satisfactory performance reviews. It was noted that the reason for the large increase in the Maintenance Worker position salaries is to help the District attract and retain employees and to close the gap between the Maintenance Worker positions and the Foreman position which is currently more than a 40% above Maintenance Worker II. It was further explained that the increase represents a maximum expense to the District of \$40,000 per when all positions are at top step and the proposed salary ranges for Maintenance Worker I/II is higher, but still within the range of the agencies surveyed in 2018. Trustee Ledesma asked that management share the salary survey information with him in the near future.

The Board indicated unanimous support for the proposed budgets and revised District pay scale.

Entry No. 7

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

Operation and Maintenance:

Interim General Manager Fabun stated that an addendum is to be prepared for the environmental reports for the Blacker Canal project as part of the USFWS comments as well as public comments. Once the mitigation measures are finalized, the addendum will be prepared, and the documents circulated for review prior to acceptance.

Coordination with other Agencies:

Assistant General Manager Mallen provided clarification that at this time and until a formalized agreement (to be determined) with the State to assume control of the area formerly a part of RD 537 is in place the inspections done annually by DWR will be incorporated in the RD 537 reporting.

Interim General Manager Fabun reported out that the legislation to incorporate the area of MA4 into the boundary of RD 900 is subject to delay due to legislative priorities. The City's lobbyist is working to find an alternate legislative vehicle to carry the contents of the bill forward.

Entry No. 8

No Trustee comments were made.

Entry No. 9

Adjourned at 7:22 PM.

MOTION: Alcalá

SECOND: Ledesma

AYES: Guerrero, Ledesma, Orozco & Alcalá

NOES: None

ABSTAIN: None

ABSENT: None

  
\_\_\_\_\_  
Greg Fabun, Interim General Manager/Secretary  
Reclamation District 900



# Progress Report

June 17, 2021

## ADMINISTRATION

### 2021/22 BUDGET

O&M budgets for the District have been established for three separate budgets: Levee Maintenance; 537 Drainage; and 900 Drainage. Staff is presenting the final Budget Package to the Board at the June 17, 2021 meeting for consideration.

### ASSESSMENT ADMINISTRATION

900 Drainage: LWA has begun the process of establishing the tax rolls and has performed the necessary analysis proposing a new tax rate for the next fiscal year based upon the Construction Cost Index. A contract will be brought before the Board at the June 17, 2021, meeting for LWA to administer the RD 900 assessment.

537 Drainage: Laugenour Meikle who provided assessment services for RD 537 will have a contract under consideration at the June 17, 2021, Board meeting to administer the coming fiscal years assessment for the special benefit 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 and the City entered into a shared service agreement on March 26, 2021. Greg Fabun continues to act as the Interim General Manager with City staff utilized for support as needed.

### 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. Staff has included a CIP budget request with the FY 2021/22 budget proposal for this item for Board's consideration.

### STAFFING

The recruitment for the two vacant maintenance worker positions is expected to begin following adoption of the FY 2021/22 budget and revised District Pay Scale.

On June 10, 2021, the committee met to continue the discussion of possible solutions for a permanent management structure for the District. Several options were discussed with the additional information provided by the Interim General Manager.

## OPERATION AND MAINTENANCE

**LEVEE MAINTENANCE**

Tree trimming and removal work along the waterside slopes is still on standby, this work is of lower priority than mowing the internal drainage system at this time. Mowing of the river levee will also wait until late summer or fall to allow for as much reseeding as possible; growth along this levee is still thinner than would be preferred and waiting on mowing allows for the maximum possible growth and spread.

**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: Water input from the City's well in Southport is ongoing but flow from the Main Drain to Bridgeway Lakes has nearly ceased and water levels continue to drop. In the north part of the city in Lake Washington there are no means of adding water to maintain levels and levels continue to drop significantly. This is an area that the District receives a significant amount of public comments regarding the water levels and concerns regarding the District's ability to maintain water within the lake.

Annual treatment of SIP for invasive weed species is scheduled to be completed soon. Treatment of the Main Drain where *tulles* need to be controlled to prevent obstructing flow will be next after SIP.

Mowing continues throughout the District. The high priority areas near houses and structures is now complete. As different species of weeds germinate at different times, periodic upkeep of the canals and parcels will be required.

**SYSTEMWIDE INVESTMENT FRAMEWORK (SWIF)**

LWA has completed a draft SWIF addressing comments provided by the USACE for the District to review. Following District review and comment, the SWIF will be resubmitted to USACE for approval. Of particular importance for the USACE for this update is demonstrating progress towards correcting deficiencies.

**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. Given the time of year and that the permitting process is still ongoing, construction is expected to begin next year late spring or summer.

Environmental: At this time there is nothing to report on in regard to the CEQA process until comments and mitigation measures with USFWS are finalized as part of the NEPA process. We continue to work with LWA and Marcus Bole and have provided an alternative to USFWS proposed mitigation measures for consideration. If the USFWS does not concur with the recommendations a formal consultation process may be required to settle the required mitigation measures.

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**

Currently both the electrician and plumber are working to complete their respective improvements, with the majority of the plumbing focused on installation of the new bathroom facilities. Framing of bathrooms has begun and following completion and inspection, the drywall and plaster work will

commence. Major items still to be scheduled are the installation of the new fencing, doors, windows and storefronts.

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**PERIODIC LEVEE INSPECTIONS**

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**DWR**

Staff is working with the LWA on possible projects to use the FMAP funding for in both this and next calendar year. Projects are being considered that address both District concerns as well as periodic/annual inspection concerns to fulfill progress requirements contained in the SWIF.

**USACE**

No inspection is planned this year.

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**EMERGENCY PREPAREDNESS**

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**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.

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**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 either the City Corp yard or Linden Trailhead projects at this time and no new projects have been brought to our attention.

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

WSAFCA staff and the design team continue to wrap up comments/responses to closeout the 100% Plans and Specs for the Yolo Bypass East Levee Project. The environmental process is ongoing and expected to be completed soon. The President's Budget released on May 28 contained a \$17.9 million in funding and a Construction New Start for the West Sacramento Project – yippee!

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**FUTURE**

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July 15, 2021 – RD 900 Board Meeting