

## AGENDA

### SPECIAL MEETING OF RECLAMATION DISTRICT 900

DECEMBER 19, 2022

Martha Guerrero, President

Norma Alcala, Trustee  
Quirina Orozco, Trustee

Verna Sulpizio Hull, Trustee  
Dawnte Early, Trustee

Blake Johnson, General Manager/Secretary  
Greg Fabun, Interim Assistant General Manager  
Tracy Hunckler, District Attorney

#### 6:00 PM CALL TO ORDER

Pursuant to Government Code section 54953, as amended by Assembly Bill 361 (2021), and due to the State of Emergency declared by the Governor on March 4, 2020, members of Reclamation District 900 Board of Trustees and staff will participate in this meeting via a teleconference. To reduce the spread of COVID-19, members of the public may watch the meeting livestream at <https://youtu.be/l8LlfNzNbDo>. Those members of the public who wish to do so are invited to participate in the meeting via Zoom using the following access information: [Join Zoom meeting](#); or by phone +1 669 900 6833 US (San Jose). Meeting ID: 838 3140 6993; Passcode: 207954

*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. APPOINTING A RECLAMATION DISTRICT 900 TRUSTEE AND AN ALTERNATE FOR THE WEST SACRAMENTO AREA FLOOD CONTROL AREA BOARD
- 1C. APPOINTING A RECLAMATION DISTRICT 900 VICE PRESIDENT
- 1D. MONTHLY/YTD REVENUE AND EXPENSES

#### CONSENT AGENDA – PART II

2. CONSIDERATION OF RESOLUTION 22-12-01 ADOPTING FINDINGS NECESSARY TO CONTINUE CONDUCTING RECLAMATION DISTRICT 900 BOARD MEETINGS VIA TELECONFERENCE PURSUANT TO ASSEMBLY BILL 361  
**Comment:** This item seeks Board approval to continue remote (teleconference/videoconference) Board meetings by finding, pursuant to Assembly Bill 361 (AB 361), that the Board has reconsidered the circumstances of the state of emergency related to the COVID-19 Pandemic and that the Yolo County Public Health Officer continues to recommend measures to promote social distancing.
3. CONSIDERATION OF RESOLUTION 2022-12-02 AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A FUNDING AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES UNDER THE FLOOD MAINTENANCE ASSISTANCE PROGRAM  
**Comment:** This item seeks Board approval for District to enter into a funding agreement with Department of Water Resources (DWR) and to receive \$185,000 under DWR's Flood Maintenance Assistance Program for calendar year 2022.

4. CONSIDERATION OF APPROVAL OF THE NOVEMBER 17, 2022 MEETING MINUTES
5. CONSIDERATION OF RESOLUTION 2022-12-03 AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AN AGREEMENT WITH SOURCEWELL FOR USE OF EXISTING NEGOTIATED CONTRACTS WITH A VARIETY OF CONSTRUCTION EQUIPMENT MANUFACTURERS.

**Comment:** This item seeks Board approval to use Sourcewell and their negotiated contracts with a variety of construction equipment manufacturers to acquire necessary equipment for the District.

6. CONSIDERATION OF RESOLUTION 2022-12-04 AUTHORIZING THE GENERAL MANAGER TO PURCHASE A JOHN DEERE MODEL 5120M TRACTOR WITH BOOM ARM AND MOWER ATTACHMENT.

**Comment:** This item seeks Board consideration to purchase a John Deere Model 5120M tractor with a Tiger 50-inch flail mower attachment and boom arm through State negotiated contracts with Sourcewell.

### REGULAR AGENDA – PART III

7. GENERAL MANAGER UPDATES
8. TRUSTEE COMMENTS
9. ADJOURN

I, Blake Johnson, General Manager/Secretary, declare under penalty of perjury that the foregoing agenda for the December 19, 2022, meeting of Reclamation District 900 was posted on December 15, 2022 at the rear entrance of the City of West Sacramento City Hall, 1110 West Capitol Avenue, West Sacramento, CA, and on at the office of Reclamation District 900, 889 Drever Street, West Sacramento, CA, and was available for public review.



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Blake Johnson, General Manager/Secretary  
Reclamation District 900

***All public materials related to an item on this agenda submitted to the District after distribution of the agenda packet are available for public inspection on the District's website at: [www.rd900.org](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 '22 - October '22 Financials**

	<b>Current FY as of September 2022</b>	<b>Oct-22</b>	<b>Total</b>
<b>Revenue</b>			
<b>4000 Assessments</b>	2,594,830		2,594,830
<b>4010 WSAFCA</b>	830,682		830,682
<b>4020 Interest Income</b>	-	20,792	20,792
<b>4100 Funding Agreements</b>	13,380	13,625	27,005
<b>4111 RD 811 Power Reimbursement</b>	-		-
<b>4200 Miscellaneous</b>		139,075	139,075
<b>4300 Retiree Healthcare</b>	1,230		1,230
<b>Total Revenue</b>	<b>3,440,122</b>	<b>173,492</b>	<b>3,613,614</b>
<b>Expenditures</b>			
<b>5000 Administrative</b>	87,060	24,996	112,056
<b>5200 Labor &amp; Related</b>	195,973	52,315	248,288
<b>5400 Operations &amp; Maintenance</b>	43,646	21,774	65,420
<b>6000 Repair Replacements &amp; Rehab</b>	28,142	19,541	47,683
<b>Total Expenditures</b>	<b>354,821</b>	<b>118,626</b>	<b>473,447</b>
<b>Change in Fund Balances</b>	<b>3,085,301</b>	<b>54,866</b>	<b>3,140,167</b>

For Management Use Only - Accrual

<b>MEETING DATE:</b> December 19, 2022		<b>ITEM # 2</b>	
 <b>SUBJECT:</b> <b>CONSIDERATION OF RESOLUTION 22-12-01 RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM AS APPLICABLE IN THE DISTRICT AND AUTHORIZING TELECONFERENCE MEETINGS OF LEGISLATIVE BODIES OF RECLAMATION DISTRICT 900 PURSUANT TO THE RALPH M. BROWN ACT</b>			
<b>INITIATED OR REQUESTED BY:</b>		<b>REPORT COORDINATED OR PREPARED BY:</b>	
<input type="checkbox"/> Council <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other		Blake Johnson, 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 continue remote (teleconference/videoconference) board meetings by finding, pursuant to California Government Code Section 54953(e), that there is a proclaimed state of emergency related to COVID-19 and that meeting in person would present imminent risks to the health or safety of attendees.

**RECOMMENDED ACTION**

Staff respectfully recommends that the Board adopt Resolution 22-12-01 finding that the Board has reconsidered the circumstances of the state of emergency and meeting in person would present imminent risks to the health or safety of attendees.

**BACKGROUND**

Through the COVID-19 virus pandemic, Gubernatorial executive orders and, later, new legislation (Assembly Bill 361, "AB 361"), the Board has met via modified teleconference procedures in order to protect meeting attendees from the threat of the virus while preserving public access to legislative body meetings.

As modified by AB 361, Government Code section 54953(e) permits local legislative bodies to meet via teleconference if the Governor has proclaimed a state of emergency pursuant to Government Code section 8625 and the legislative body determines by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees. The determination must be reevaluated at least every 30 days and may be renewed if the Board finds that the state of emergency remains active and the state of emergency continues to directly impact the ability of attendees to meet safely in person.

**ANALYSIS**

The Governor's Proclamation of State of Emergency related to the COVID-19 virus pandemic remains in effect to this day in Yolo County and statewide. The virus, and its variants, are highly transmissible when in close proximity to an infected person, no matter if the infected person is showing symptoms or not. Further, new variants of varying community impact and transmissibility are revealed each month the pandemic continues, most recently the Omicron/BA.2 subvariant.

Meeting in person imminently risks attendees' health and safety by necessitating attendees – Board officers, staff, and members of the public – be in close proximity to a potentially infected person, no matter if he or she is showing symptoms or not.

The proposed resolution makes requisite findings to allow Board meetings to continue to be held via teleconference pursuant to Government Code section 54953(e). The Board is to make the following findings as part of the resolution:

- The Governor proclaimed a state of emergency on March 4, 2020 related to the COVID-19 virus pandemic and that state of emergency remains active within the jurisdiction of the District.
- The Board has reconsidered the circumstances of the state of emergency.
- The state of emergency continues to directly impact the ability of attendees to safely meet safely in person.
- To decrease the risk to the health and safety of attendees, Board meetings may be conducted via teleconference in accordance with Government Code section 54953(e).

It is recommended that the Board pass the resolution and direct staff to take all actions necessary to effectuate its intent to hold Board meetings in compliance with Section 54953(e).

If the Board does not pass the proposed resolution, the District will be required to meet pursuant to traditional teleconference requirements – e.g., opening teleconference locations to the public, listing addresses on meeting agendas, quorum of members.

Alternatives

The District's primary alternatives are as follows.

1. Adopt Resolution 22-12-01, making the findings required by California Government Code Section 54953(e); or
2. Adopt Resolution 22-12-01, making the findings required by California Government Code Section 54953(e) with directed revisions; or
3. Decline adopt Resolution 22-12-01, making the findings required by California Government Code Section 54953(e).

Staff is prepared to implement Alternative 1. Staff does not recommend any substantive revisions under Alternative 2, as such revisions may not comply with California Government Code Section 54953(e). Staff also does not recommend Alternative 3 as the continued threat of COVID-19 and its variants presents an imminent risk to the health and safety of meeting attendees.

Coordination and Review

This report was prepared in coordination with District counsel.

Budget/Cost Impact

There is no direct budget or cost impact associated with this item.

**ATTACHMENT**

Resolution 22-12-01

## RESOLUTION 22-12-01

### **A RESOLUTION OF RECLAMATION DISTRICT 900 RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY THE GOVERNOR AS APPLICABLE IN THE DISTRICT AND AUTHORIZING TELECONFERENCE MEETINGS OF LEGISLATIVE BODIES OF THE CITY PURSUANT TO THE RALPH M. BROWN ACT**

**WHEREAS**, Reclamation District 900 ("District") is committed to preserving and nurturing public access and participation at meetings of its Board of Trustees (Board); and

**WHEREAS**, all meetings of the Board are open and public, as required by the Ralph M. Brown Act, Government Code section 54950 et seq. ("Brown Act"), so that any member of the public may attend, participate, and watch the District conduct its business; and

**WHEREAS**, Government Code section 54953(e)(1) provides a legislative body may meet via teleconference if the Governor has proclaimed a state of emergency pursuant to Government Code section 8625 and either: (i) state or local officials have imposed or recommended measures to promote social distancing; (ii) the legislative body meets to determine by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (iii) the legislative body has voted as such and is meeting pursuant to that vote; and

**WHEREAS**, a legislative body's decision to meet pursuant to Section 54953(e) must be reevaluated and renewed at least every thirty (30) days, or else the body will be required to adopt new initial findings; and

**WHEREAS**, while a legislative body meets via teleconference pursuant to Section 54953(e), it must take actions to preserve public access and public participation and give notice of the meeting and post agendas as otherwise required, allow members of the public to access the meeting via call-in line or internet-based service line, provide details on the agenda on how to access the meeting and give public comment, give an opportunity to comment pursuant to Government Code section 54954.3 and allow a reasonable amount of time during public comment for a person to register, login, and comment, and monitor the call-in line and internet-based service line to ensure no disruption hinders access or ability to comment, if there is, take no action until public access is restored; and

**WHEREAS**, on March 4, 2020, Governor Gavin Newsom proclaimed a state of emergency pursuant to Government Code section 8625 pertaining to the threat to human health and safety posed by the COVID-19 virus pandemic and that proclamation remains in effect to this day in Yolo County and statewide; and

**WHEREAS**, the virus has short- and long-term effects – fever and chills, cough, shortness of breath and difficulty breathing, fatigue, headache, nausea, vomiting, gastrointestinal issues, loss of taste and smell, death – and its prolific spread is severely impacting the health care system, inhibiting access to care for COVID-19 symptoms, and other ailments; and

**WHEREAS**, while being vaccinated significantly decreases the likelihood of contracting or dying from the virus, vaccinated and unvaccinated people alike can carry, transmit, and be affected by the virus; and

**WHEREAS**, the COVID-19 virus, and its variants, is spread through the air when a person who is carrying the virus, whether he or she is showing symptoms or not, is in close proximity to another person; and

**WHEREAS**, while the COVID-19 virus and its variants remain present in the community, meeting in person presents an imminent risk to Board meeting attendee health and safety beyond

the control of District services, personnel, equipment, and facilities due to its transferability through the air; and

**WHEREAS**, pursuant to Government Code section 8635 et seq., the Board has the authority during a state of emergency to take all actions necessary to perform its functions in the preservation of law and order, preservation of the furnishing of local services, and protection of life and property, which includes the authority to direct meetings of the District to be held via teleconference pursuant to this Resolution; and

**WHEREAS**, the Board desires to ratify the Governor's March 4, 2020, proclamation of state of emergency related to the COVID-19 virus pandemic as it applies to the jurisdiction of the District and authorize teleconference meetings of the District pursuant to Section 54953(e).

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

1. The recitals and findings set forth above are true and correct and are incorporated herein by reference as if set forth in full; and
2. The Governor's March 4, 2020 proclamation of state of emergency related to the COVID-19 virus pandemic applies to the jurisdiction of the District and is ratified by the Board of Trustees; and
3. A state of emergency exists within the jurisdiction of the District related to the COVID-19 virus pandemic and the conditions of that emergency present an imminent risk to the health and safety of attendees at District Board meetings; and
4. In order to decrease the risk to the health and safety of attendees, Board meetings of the District may be conducted via teleconference in accordance with Government Code section 54953(e).
5. This Resolution shall take effect immediately upon its adoption and be effective for thirty (30) days, unless the Board takes action to rescind the Resolution, which may occur before the 30th day following adoption

**PASSED AND ADOPTED** this 19th day of December 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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

**ATTEST:**

\_\_\_\_\_  
Tracy Hunckler, RD 900 Attorney

<b>MEETING DATE:</b> December 19, 2022		<b>ITEM # 3</b>	
	<b>SUBJECT:</b>		
	<b>CONSIDERATION OF RESOLUTION 22-12-02 AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A FUNDING AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES UNDER THE FLOOD MAINTENANCE ASSISTANCE PROGRAM</b>		
<b>INITIATED OR REQUESTED BY:</b>		<b>REPORT COORDINATED OR PREPARED BY:</b>	
<input type="checkbox"/> Council <input checked="" type="checkbox"/> Staff		Blake Johnson, General Manager	
<input type="checkbox"/> Other			
<b>ATTACHMENT</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Information	<input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action

**OBJECTIVE**

The objective of this report is to obtain the Reclamation District 900 (District) Board of Trustees (Board) approval for the General Manager to execute the funding agreement with Department of Water Resources (DWR) under DWR’s Flood Maintenance Assistance Program (FMAP) for calendar year 2023.

**RECOMMENDED ACTION**

Staff respectfully recommends that the Board:

- 1) Authorize the General Manager to execute agreement number 2023-FMAP-R900-01 with DWR to receive up to \$185,000 for Operation & Maintenance activities under the Flood Maintenance Assistance Program.

**BACKGROUND**

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

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

**ANALYSIS**

The District participated in FMAP in the previous three years and was successful in securing \$490,000 in FY 18/19, \$189,000 in FY 19/20, \$205,100 in FY 20/21, and \$350,000 in FY 21/22 for a total \$1,234,100 to date. The funds during previous iterations of the program were allowed to be used for the purchase of equipment to perform/enhance Operation & Maintenance (O&M) activities, which allowed the District to expand and modernize its operational capacity without affecting its O&M budget. The funds have also been used to perform activities such as vegetation management and minor slope repairs that were noted as deficient in periodic and annual inspections. This is in addition to portions of the funds that were used to offset routine maintenance costs.

The current 2023 agreement will provide \$185,000 to the District for maintenance activities and offers an opportunity for the first time to utilize funds received from DWR to perform maintenance in the area formerly managed by RD 537 to correct vegetation and rodent management deficiencies. Additionally, this proposal package has budget to cover system-wide O&M. Staff has also begun working on identifying projects to correct deficiencies as identified in the SWIF. The proposed budget, based on category of maintenance, is shown below.

**O&M Activities:**

Activity	Proposed Budget
1. 537 Area Deferred Maintenance	\$85,000
2. Vegetation Management Herbicides	\$40,000

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

**Agreement Number: 2023-FMAP-RD900-01**

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

**FOR OPERATIONS & MAINTENANCE ACTIVITIES**

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

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

**2023-FMAP-RD900-01**

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

1. **PURPOSE.** State shall provide funding from the Budget Act of 2022 to Funding Recipient to assist in financing operations and maintenance activities as set forth in Exhibit A (Project).
2. **TERM OF FUNDING AGREEMENT.** The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by State, through final plus three (3) years unless otherwise terminated or amended as provided in this Agreement. The work window covered by this Agreement begins January 1, 2023 and ends December 31, 2023. Invoices for this work shall be submitted no later than April 30, 2024.
3. **FUNDING AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$185,000.
4. **BASIC CONDITIONS.** State shall have no obligation to disburse money under this Funding Agreement until Funding Recipient has satisfied the following conditions:
  - A. Funding Recipient provides sufficient record for operations and maintenance activities and actual expenditures, as stated in their submittal package.
  - B. Funding Recipient submits a new Operations, Maintenance, Repair, Rehabilitation, and Replacement (OMRR&R) Assurance Agreement executed with the Central Valley Flood Protection Board for the Funding Recipient's entire jurisdiction.
  - C. For the term of this Funding Agreement, Funding Recipient submits timely Quarterly Progress Reports as required by Paragraph 10, "Submission of Reports."
  - D. Funding Recipient submits all deliverables as specified in Paragraph 10 of this Funding Agreement and in Exhibit A.
  - E. Prior to the commencement of implementation activities, for work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Funding Agreement until the following actions are performed:
    - i. Funding Recipient submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State,
    - ii. Documents that satisfy the CEQA process are received by the State,
    - iii. State has completed its CEQA compliance review as a Responsible Agency, and
    - iv. Funding Recipient receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

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

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

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

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

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

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

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

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

Invoices submitted by Funding Recipient shall include the following information:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Reclamation District 900  
 Project Representative:  
 Name: Blake Johnson  
 Title: General Manager  
 Mailing Address: PO Box 673  
West Sacramento, CA 95691  
 Phone: (916) 371-1483  
 Email: bjohnson@rd900.org

Direct all inquiries to the Project Manager:

Department of Water Resources

Project Manager:

Name: Marisela Peña

Title: Water Resources Engineer

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

Phone: (916) 574-0328

Email: marisela.pena@water.ca.gov

Reclamation District 900

Project Manager:

Name: Sean Minard

Title: Engineer

Mailing Address: 1204 E St  
Marysville, CA 95901

Phone: (530) 742-6485 ext. 124

Email: Sminard@mhm-inc.com

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

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

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Funding Recipient Resolution

Exhibit F – Report Formats and Requirements

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

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

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

RECLAMATION DISTRICT 900

\_\_\_\_\_  
**Jeremy Arrich, Division Manager**  
Division of Flood Management  
Date \_\_\_\_\_

\_\_\_\_\_  
**Blake Johnson, General Manager**  
Reclamation District 900  
Date \_\_\_\_\_

Approved as to Legal Form and Sufficiency

\_\_\_\_\_  
**Robin Brewer, Assistant General Counsel**  
Office of General Counsel  
Date \_\_\_\_\_

## **Exhibit A WORK PLAN**

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

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

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

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

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

**Task 3: Administrative Activities**

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

Such activities may include the following:

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

Other activities as needed if not listed.

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

**Exhibit B  
BUDGET**

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

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

Tasks	State Funds	Amount Advanced	Task Total
Task 1 – LOI/SWIF	\$	\$	\$
Task 2 – Technical Reports	\$	\$	\$
Task 3 – Administration	\$	\$	\$
Task 4 – O&M Activities	\$ 185,000.00	\$	\$
Task 5 - Equipment	\$	\$	\$
<b>Total</b>	<b>\$ 185,000.00</b>	<b>\$</b>	<b>\$ 185,000.00</b>

**Exhibit C**  
**SCHEDULE**

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

**Exhibit D**  
**STANDARD CONDITIONS**

**D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

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

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

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

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

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

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

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

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

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

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

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

Funding Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

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

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

**Exhibit E  
RESOLUTION ACCEPTING FUNDS**

Resolution No. 2022-12-02

Resolved by the Board of Trustees  
of the Reclamation District 900  
that pursuant and subject to all applicable State and Federal laws, including the California Budget Act of  
2022, that the funds awarded to Reclamation District 900 by the  
California Department of Water Resources for a State-Federal Flood Control System Modification Program  
project titled: 2023-FMAP-RD900-01 are hereby accepted.

The General Manager of the Reclamation District 900  
is hereby authorized and directed to sign a Funding Agreement with the California Department of Water  
Resources and to sign requests for disbursements to be made under this Funding Agreement.

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

Authorized Signature \_\_\_\_\_

Printed Name Martha Guerrero

Title General Manager

Clerk/Secretary \_\_\_\_\_

**Exhibit F**  
**REPORT FORMATS AND REQUIREMENTS**

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

**1. PROGRESS REPORTS**

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

**FUNDING AGREEMENT STATUS**

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

**PROJECT INFORMATION**

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

**COST INFORMATION**

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

**SCHEDULE INFORMATION**

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

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

## 2. PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

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

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

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

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

**COSTS AND DISPOSITION OF FUNDS** – A list of showing:

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

**ADDITIONAL INFORMATION** – Any relevant additional Information should be included.

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

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

**State Audit Document Requirements**

**Internal Controls**

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

**State Funding:**

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

**Contracts:**

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

**Invoices:**

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

**Cash Documents:**

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

**Accounting Records:**

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

**Administration Costs:**

1. Supporting documents showing the calculation of administration costs.

**Personnel:**

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

**Project Files:**

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

<b>3. Vegetative Management Mechanical</b>	<b>\$40,000</b>
<b>4. SWIF Deficiencies</b>	<b>\$20,000</b>
<b>Total 2023 Costs Proposed</b>	<b>\$185,000</b>

Alternatives

The recommendation is that the Board approve Resolution 2022-12-02 and authorize the General Manager to execute the funding agreement. The alternative would be to not authorize the funding agreement. This alternative is not recommended as the District would forego an opportunity to receive grant funds and to leverage/maximize O&M activities.

Coordination and Review

This report was prepared in coordination with District counsel.

Budget/Cost Impact

This requires minimal staff time to administer the agreement and provides \$185,000 in additional funding for levee operation and maintenance activities.

**ATTACHMENT**

1. FMAP Funding Agreement Number 2023-FMAP-R900-01(Resolution 22-12-02, Exhibit E)

## ATTACHMENT C

### Attorney Certification

*(The Applicant's attorney shall answer the following questions regarding this proposal and where indicated, shall cite statutory authority or other references.)*

- Is the Applicant a political subdivision of the State of California?  Yes  No

Citation: Cal. Uncod. Water Deerings, Act 910, section 1, et seq.; Cal. Water Code, section 50001.

- Does the Applicant have legal authority to enter into a Funding Agreement with the State of California?  Yes  No

Citation: Cal. Water Code, section 50900.

- What steps are required by law for the Applicant to sign a Funding Agreement with the State?

Reclamation District 900 may sign a Funding Agreement with the State after approval and authorization of the Funding Agreement by Resolution of the District's Board of Trustees.

Citation: Cal. Water Code, sections 50650, 50651, 50652.

- What is the statutory authority under which the Applicant may obtain funds for the purpose, amount, and duration requested?

Citation: Cal. Water Code, sections 50900, 50932.

- What is the statutory authority under which the Applicant was formed and is authorized to operate?

Citation: Cal. Uncod. Water Deerings, Act 910, section 1, et seq., Cal Water Code, section 50001.

- Is the Applicant required to hold an election before entering into a funding contract with the State?  Yes  No

Citation: Elections required only for board membership and certain bonds.  
See, Cal. Water Code, sections 50700 through 50817.

- Will an agreement between the Applicant and the State be subject to review and approval by other governmental agencies?  Yes  No

Identify all such agencies:

Not applicable.

Citation: Not applicable.

- Describe any pending litigation that impacts the financial condition of the Applicant or the operation of flood management facilities. If none is pending, so state.

There is no such pending litigation.

- Does the Applicant have legal authority and jurisdiction to implement a flood control program?  Yes  No

Citation: Cal. Water Code, sections 50013, 50900, 50930-50933.

*I certify that I am a duly qualified and licensed attorney in California representing the Applicant Agency and that I have answered the questions on this page and the preceding page to the best of my knowledge.*

By  Date December 9, 2022  
(Signature of Applicant Agency's Attorney)

Tracy K. Hunckler, Day Carter & Murphy LLP 178120  
(Printed Name of Applicant Agency's Attorney and Title) (Bar No.)

Reclamation District 900  
(Name of Applicant Agency)

**Exhibit A  
Work Plan  
Reclamation District 900  
January - December 2023**

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

- N/A

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

- N/A

**Task 3 – Administrative Activities**

- N/A

**Task 4 – Operation and Maintenance**

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

**Proposed Schedule:** Activities are scheduled to be performed from Spring through the Winter.

**Proposed Budget:**

Labor	Equipment	Materials	Total
\$60,000	\$0	\$5,000	\$65,000

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

**Proposed Schedule:** Activities are scheduled to be performed from Spring through the Fall.

**Proposed Budget:**

Labor	Equipment	Materials	Total
\$15,000	\$0	\$20,000	\$35,000

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

**Proposed Schedule:** Activities are scheduled to be performed from Spring through Fall.

**Proposed Budget:**

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

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

**Proposed Schedule:** Activities are scheduled to be performed from Spring through Fall.

**Proposed Budget:**

Labor	Equipment	Materials	Total
\$25,000	\$0	\$10,000	\$35,000

**Task 5 – Equipment and Materials**

- N/A

**Exhibit C  
Schedule  
Reclamation District 900  
January – December 2023**

**Schedule of Maintenance**

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

- N/A

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

- N/A

**Task 3 – Administrative Activities**

- N/A

**Task 4 – Operation and Maintenance**

- Clearing of vegetation from waterside slope (including riprap).
  - March 1 through November 1, 2023
- Application of herbicides.
  - February through December 31, 2023
- Mowing of the levees. Removal of shrubs, brush or trees as needed.
  - April through December 31, 2023
- Addressing deficiencies as identified in the SWIF.
  - January through December 31, 2023

**Task 5 – Equipment and Materials**

- N/A

<b>MEETING DATE:</b> December 19, 2022		<b>ITEM # 5</b>	
 <b>SUBJECT:</b> <b>CONSIDERATION OF RESOLUTION 2022-12-03 AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AN AGREEMENT WITH SOURCEWELL FOR USE OF EXISTING NEGOTIATED CONTRACTS WITH A VARIETY OF CONSTRUCTION EQUIPMENT MANUFACTURERS</b>			
<b>INITIATED OR REQUESTED BY:</b> <input type="checkbox"/> Council <input checked="" type="checkbox"/> Staff  <input type="checkbox"/> Other		<b>REPORT COORDINATED OR PREPARED BY:</b> Blake Johnson, 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 authorize the General Manager to enter into an agreement with Sourcewell for use of existing negotiated contracts with a variety of construction equipment manufacturers.

**RECOMMENDED ACTION**

Staff respectfully recommends that the Board authorize the General Manager to enter in an agreement with Sourcewell for the acquisition of construction equipment that have already undergone a competitive bidding process through Sourcewell.

**BACKGROUND**

California Government Code § 6502 provides that, “If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, . . . even though one or more of the contracting agencies may be located outside this state.” As discussed below, Sourcewell is a Minnesota public agency and Sourcewell’s governing body has authorized its joint powers to be exercised with other public agencies for the purposes of performing competitive bidding processes for those other public agencies. If the District authorizes use of Sourcewell’s services by entering into the proposed agreement with Sourcewell, Sourcewell can perform the competitive bidding process for the District in connection with equipment and other similar purchases by the District.

Sourcewell was created by Minnesota state law as a service cooperative to provide programs and services to education and government. Sourcewell was established with the statutory purpose to assist public agencies in meeting specific needs which are more efficiently delivered cooperatively than by an entity individually. As a service cooperative, Sourcewell is a local government unit, public corporation and public agency pursuant to the Minnesota Constitution and enabling law [Minn. Stat. § 123A.21](#). All Sourcewell employees are government employees. Sourcewell is governed by an eight-member board made up of local elected officials including county commissioners, city council members, mayors, and school board members.

Sourcewell is authorized to establish competitively awarded cooperative purchasing contracts on behalf of itself and its participating agencies. Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law [Minn. Stat. § 471.59](#) to participating agencies.

Sourcewell clients are able to utilize cooperative purchasing contracts through similar joint powers, intergovernmental cooperation, or cooperative purchasing laws in their respective jurisdiction. Participating agencies include all eligible government, education, and nonprofit agencies nationwide and in Canada. Sourcewell, a Minnesota based governmental agency.

**ANALYSIS**

Upon approval of this Resolution and authority to enter into the contract with Sourcewell, the District will be able to use Sourcewell to perform the competitive bidding process under the powers of California Government Code § 6502 since Sourcewell is a Minnesota public agency that performs those services. Sourcewell holds hundreds of competitively solicited cooperative contracts ready for use for State and Local Governments and other non-profit agencies. Many California State and local agencies also use Sourcewell, including the State of California,

City of Sacramento, RD 1000, American River Flood Control District, etc., for acquisition of necessary equipment. Discounts of 18% to 23% are the typical negotiated rates off the manufacturer's suggested retail prices.

### Alternatives

Staff recommends the Board approve the General Manager to enter into an agreement with Sourcewell.

The alternative to an agreement with Sourcewell is that the District would continue to require bids on all construction equipment. This includes writing up a thorough description of equipment needed, advertising for this equipment, and awarding to the lowest bidder. This process can take 4 to 6 months.

### Coordination and Review

This report was prepared in coordination with District counsel.

### Budget/Cost Impact

This agreement has no financial impact. This agreement allows the District to use negotiated contracts that have been subject to competitive bid through Sourcewell to acquire necessary construction equipment for maintenance.

### **ATTACHMENT**

Resolution 2022-12-03

## RESOLUTION 2022-12-03

### A RESOLUTION OF THE BOARD OF DIRECTORS OF RECLAMATION DISTRICT 900 AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AN AGREEMENT WITH SOURCEWELL FOR USE OF EXISTING NEGOTIATED CONTRACTS WITH A VARIETY OF CONSTRUCTION EQUIPMENT MANUFACTURERS

**WHEREAS**, Reclamation District 900 (District) operates and maintains the flood protection levees and interior drainage structures located within the City of West Sacramento; and

**WHEREAS**, The District uses many types of construction equipment for the operation and maintenance of said levees and interior drainage structures; and

**WHEREAS**, The District has identified the need to acquire additional construction equipment to replace older failing equipment; and

**WHEREAS**, Sourcewell is a Minnesota public agency and Sourcewell's governing body has authorized its joint powers to be exercised with other public agencies for the purposes of performing competitive bidding processes for those other public agencies.

**WHEREAS**, California Government Code § 6502 provides that, "If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, . . . even though one or more of the contracting agencies may be located outside this state."

**WHEREAS**, the District desires to authorize use of Sourcewell's services by authorizing the General Manager to enter into the attached agreement with Sourcewell so that Sourcewell can perform the competitive bidding process for the District in connection with equipment and other similar purchases by the District; and

**WHEREAS**, Sourcewell and the construction equipment manufacturers will allow modified contracts to meet California requirements.

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

1. The District hereby authorizes the General Manager to enter into the attached agreement with Sourcewell and to modify as necessary documents to meet California standards, for the purposes of purchasing construction equipment.

**PASSED AND ADOPTED** by the Reclamation District 900 on this 19th day of December 2022, by the following votes:

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

---

Martha Guerrero, RD 900 President

**ATTEST:**

---

Blake Johnson, General Manager/Secretary

**APPROVED AS TO FORM:**

---

Tracy Hunckler, RD 900 Attorney

## **Sourcewell Cooperative Purchasing Program Participation Agreement**

This Participation Agreement is between Sourcewell and Participating Entity to provide access to Sourcewell's Cooperative Purchasing Program. Sourcewell's Board of Directors has approved these terms and conditions through operation of this intergovernmental Participation Agreement. Participating Entity approves this Agreement upon registration with Sourcewell.

### **Section 1: Authority**

1.1 Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3.

1.2 Sourcewell is authorized to provide a Cooperative Purchasing Program by Minn. Stat. § 123A.21, subd. 7(23) to Participating Entities.

1.3 Sourcewell's cooperative purchasing contracts and master agreements are offered through Minn. Stat. § 471.59 and this Participation Agreement. The Sourcewell Board of Directors has approved these participation terms, and Sourcewell is authorized to enter this interlocal or joint powers agreement with an eligible Participating Entity through this Participation Agreement.

1.4 Participation in Sourcewell's Cooperative Purchasing Program is open to eligible Participating Entities. A Participating Entity is any eligible entity registering with Sourcewell, including: any government unit, including a state, city, county, town, village, school district, political subdivision of any state, federally recognized Indian tribe, any agency of the United States, any instrumentality of a governmental unit, any other entity as defined in Minn. Stat. § 471.59 Subd. 1(b), and any entity as defined in Art. VI of the Sourcewell Bylaws.

1.5 Participating Entity and Sourcewell agree this Participation Agreement is for the purpose of allowing access to available Sourcewell Cooperative Purchasing Program contracts and master agreements with awarded suppliers.

1.6 Participating Entity represents, through an authorized signatory, it is eligible for participation as defined in this Agreement.

### **Section 2: General Terms**

2.1 Sourcewell will make its Cooperative Purchasing Program available to Participating Entity. Sourcewell programs and master agreements are provided to Participating Entity "as is." Sourcewell makes no representation as to warranties of quality, merchantability, or fitness for a particular purpose. Participation in the Program is voluntary and non-exclusive.

2.2 To purchase from Sourcewell contracts and master agreements, Participating Entity must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of master agreements directly with a supplier. Participating Entity will be responsible

for all aspects of its purchase, including ordering its goods and services, inspecting, accepting the goods and services, and prompt payment to supplier who will have directly billed the Participating Entity.

2.3 The Parties to this Agreement will adhere to all applicable laws concerning the procurement of goods and services in its respective jurisdiction.

2.4 Access to the Cooperative Purchasing Program is effective upon the date of Participating Entity’s completed registration. The Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party.

2.5 Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof.

2.8 There will be no financial remunerations by or obligations upon Participating Entity for participation in Sourcewell Cooperative Purchasing Program.

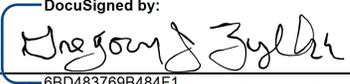
2.9 Sourcewell’s Cooperative Purchasing Program master agreements will be procured in compliance with Minnesota law and the Sourcewell Cooperative Purchasing Program.

2.10 The records and documents related to this this Agreement are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

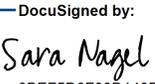
**Section 3: Approval**

The Sourcewell Board of Director has approved this Policy effective July 1, 2022.

**Sourcewell:**

DocuSigned by:  
By   
Authorized Signature – Signed

By Greg Zylka  
Name – Printed  
Title Sourcewell Board of Directors Chair  
Date 8/19/2022 | 9:40 AM CDT

DocuSigned by:  
By   
Authorized Signature – Signed

By Sara Nagel  
Name – Printed  
Title Sourcewell Board of Directors Clerk  
Date 8/19/2022 | 10:35 AM CDT

**Participating Entity:**

By \_\_\_\_\_  
Authorized Signature – Signed

By \_\_\_\_\_  
Name – Printed  
Title \_\_\_\_\_  
Date \_\_\_\_\_

## Organization Information

Indicate an address to which correspondence may be delivered.

Organization Name\* \_\_\_\_\_

Address\* \_\_\_\_\_

City\* \_\_\_\_\_

State Code\* \_\_\_\_\_ Zip Code\* \_\_\_\_\_

Country\* \_\_\_\_\_

Employer Identification Number \_\_\_\_\_

Website \_\_\_\_\_

Contact person\* (First, Last) \_\_\_\_\_

Job Title\* \_\_\_\_\_

**Email completed agreement to:**  
[service@sourcewell-mn.gov](mailto:service@sourcewell-mn.gov)

**You may also mail the completed agreement to:**

Sourcewell  
 202 12th Street NE  
 P.O. Box 219  
 Staples, MN 56479

### Job Role

- Administrator
- Department Head
- Department Purchaser
- Human Resources
- Procurement Officer
- Teacher
- Other

### Department

- Administration
- Dining/Food Service
- Facilities/Operations
- Fleet/Transportation
- Human Resources
- Information Technology
- Parks, Recreation & Athletics
- Public Safety/Security
- Public Works/Utilities
- Purchasing & Finance

Email\* \_\_\_\_\_

Phone\* \_\_\_\_\_

## Organization Type:

### Government

- County
- Federal
- Municipality
- Province/Territory
- Special District
- State
- Township
- Tribal

### Education

- Local Education Agency (Public K-12 and Pre-K)
- Private Local Education Agency (Private K-12)
- Private Higher Education
- Public Higher Education

### Nonprofit

Documentation demonstrating nonprofit status is required when submitting application.

- Church
- Medical Facility
- Other

### Referred by

- Advertisement
- Colleague/Friend
- Conference/Trade Show \_\_\_\_\_
- Supplier
- Search Engine/Web Search
- Sourcewell Employee

*\*Denotes required information*

<b>MEETING DATE:</b> December 19, 2022		<b>ITEM # 6</b>	
 <b>SUBJECT:</b> <b>CONSIDERATION OF RESOLUTION 2022-12-04 AUTHORIZING THE GENERAL MANAGER TO PURCHASE A JOHN DEERE MODEL 5120M TRACTOR WITH BOOM ARM AND MOWER ATTACHMENT</b>			
<b>INITIATED OR REQUESTED BY:</b> <input type="checkbox"/> Council <input checked="" type="checkbox"/> Staff  <input type="checkbox"/> Other		<b>REPORT COORDINATED OR PREPARED BY:</b> Blake Johnson, 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 authorize the General Manager to purchase a John Deere Model 5120M tractor with a Tiger 50-inch flail mower attachment and boom arm (collectively the “New John Deere Tractor”) through Sourcewell to replace the District’s current 2009 John Deere tractor.

**RECOMMENDED ACTION**

Staff respectfully recommends that the Board authorize the General Manager to enter into a purchasing agreement with a vendor through Sourcewell to acquire the New John Deere Tractor in an amount not to exceed \$200,000.

**BACKGROUND**

The District’s current tractor is a 2009 John Deere with a boom arm and mower attachment. This tractor has approximately 7,000 hours which equates to approximately 400,000 miles (diesel industry uses anywhere from 40 to 90 miles per hour use of tractor). The mower attachment is showing significant signs of metal fatigue, staff has welded supporting metal straps to keep the mower from failing. The tractor itself is experiencing transmission problems. The connection between the tractor and the boom arm is also showing signs of fatigue. Staff has had to replace a 2-inch metal pin that supports the boom arm several times. This pin location has started to wear, the pin has too much play causing the mower/arm to bounce, making mowing more difficult.

Staff has previously obtained through Sourcewell, the attached quote from Municipal Maintenance Equipment (MME) to purchase the New John Deere Tractor at a cost of \$191,114.74. Since the quote is outdated, Staff will obtain new quotes through Sourcewell including from MME upon approval of this Resolution and will endeavor to have them be subject to the laws of the State of California with venue preferably in Yolo County.

**ANALYSIS**

Though the District does not have a life expectancy standard for equipment, other Reclamation Districts (RD 1000 and American River Flood Protection Agency) use a 10-year life expectancy for their equipment. This tractor is almost 14 years old.

Pursuant to authority granted by the District and California Government Code § 6502, the District can purchase the New John Deere Tractor through Sourcewell ([www.sourcewell-mn.gov](http://www.sourcewell-mn.gov)), a public agency that provides competitive bidding contracts for review by the District and other public agencies. Sourcewell holds hundreds of competitively solicited cooperative contracts ready for use for State and Local Governments and other non-profit agencies. Many California State and local agencies also use Sourcewell, including the State of California, City of Sacramento, RD 1000, etc., for acquisition of necessary equipment. Discounts of 18% to 23% are the typical negotiated rates off the manufacturer’s suggested retail prices.

As discussed above, Staff previously reviewed Sourcewell available contracts for the New John Deere Tractor and has identified the attached quote as a preferable option subject to the quote being updated at a price not to exceed \$200,000.

**Alternatives**

Staff recommends the Board authorize the General Manager to purchase the New John Deere Tractor (with its related mowing equipment) in an amount not to exceed \$200,000. The District does own additional equipment for maintaining levees but the tractor/boom/mower is one of the primary pieces of equipment for mowing levees and drainage facilities (ditches, ponds, etc.) and as discussed above, it is beyond its life expectancy, in disrepair and showing signs of fatigue. Staff recommends use of Sourcewell to acquire the New John Deere Tractor since

the process is quicker and more efficient than the District going through its own competitive bidding process and the District would benefit from having this equipment as soon as possible.

Secondary alternative is to continue to repair this tractor and mowing equipment. This alternative is not recommended. This creates risks, a lot of down time for staff and the metal fatigue on the existing equipment will soon be to extension to repair.

Coordination and Review

This report was prepared in coordination with District counsel.

Budget/Cost Impact

The New John Deere Tractor was not included in the District's Operation and Maintenance 2022/23 budget. The District would pay for this out of our savings account.

**ATTACHMENTS**

Resolution 2022-12-04

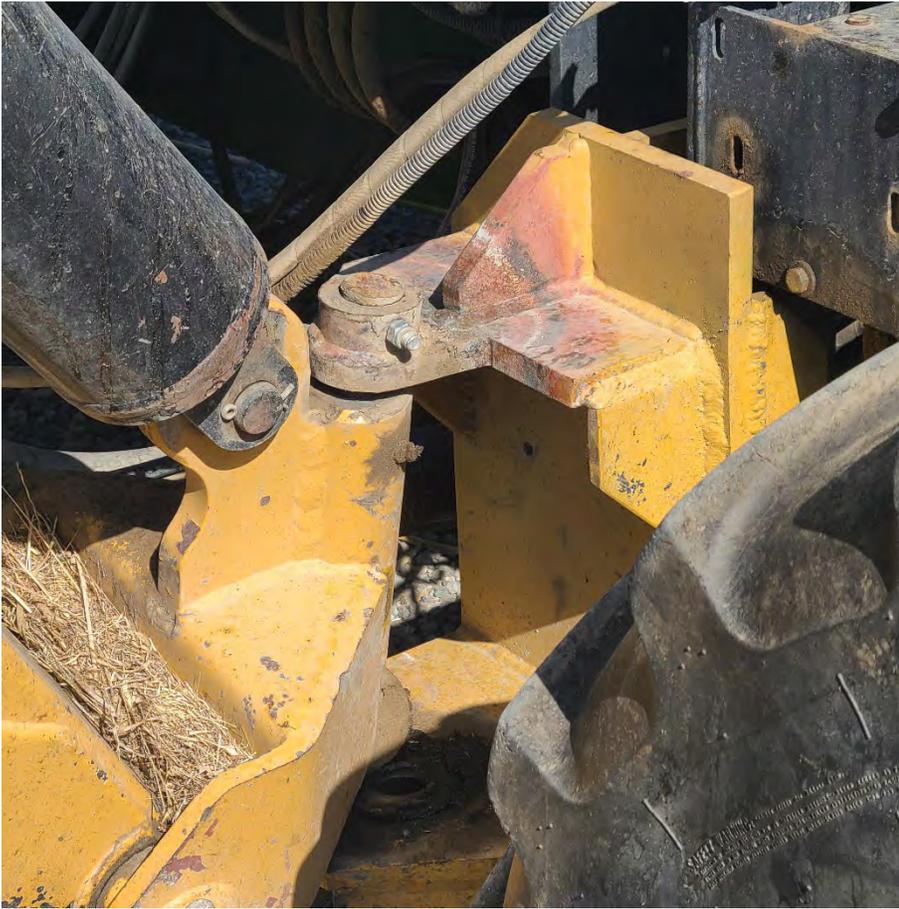
Outdated Quote from Municipal Maintenance Equipment (MME) \$191,114.74 (as example)

Photos of District's 2009 John Deere Tractor



**2009 John Deere Tractor**  
**7,000 Hours**





**Metal fatigue between boom arm and tractor (orange/red discoloration with additional welds)**



**Metal fatigue – flail mower. Additional “straps” (non-yellow bars) have been welded over the top of the flail mower to give the mower additional rigidity**

## RESOLUTION 2022-12-04

### A RESOLUTION OF THE BOARD OF DIRECTORS OF RECLAMATION DISTRICT 900 AUTHORIZING THE GENERAL MANAGER TO PURCHASE A JOHN DEERE MODEL 5120M TRACTOR WITH BOOM ARM AND MOWER ATTACHMENT

**WHEREAS**, Reclamation District 900 (District) operates and maintains the flood protection levees and interior drainage structures located within the City of West Sacramento; and

**WHEREAS**, The District currently owns two tractors with boom arms and mower attachments;

**WHEREAS**, The District has identified the need to replace one of its tractors with a boom arm and mower attachment because it has exceeded its life expectancy, is suffering from metal fatigue and is in need of constant repair;

**WHEREAS**, Sourcewell is a public agency that engages in competitive bidding processes to obtain legally negotiated contracts with many construction equipment manufacturers;

**WHEREAS**, the District has authorized the General Manager to enter into a contract with Sourcewell so that pursuant to California Government Code § 6502, the District can utilize competitive bidding contracts through Sourcewell; and

**WHEREAS**, the District desires to hereby further authorize the General Manager to use Sourcewell for the specific purchase of a John Deere Model 5120M tractor with a Tiger 50-inch flail mower attachment and boom arm (collectively the "New John Deere Tractor") in an amount not to exceed \$200,000.

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

1. The District hereby authorizes the General Manager to enter into a purchasing agreement with a vendor through Sourcewell to acquire the New John Deere Tractor in an amount not to exceed \$200,000.

**PASSED AND ADOPTED** by the Reclamation District 900 on this 19th day of December 2022, by the following votes:

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

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Martha Guerrero, RD 900 President

**ATTEST:**

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Blake Johnson, General Manager/Secretary

**APPROVED AS TO FORM:**

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Tracy Hunckler, RD 900 Attorney



CSLB #980409  
 DIR 1000004282  
 www.source-mme.com  
 Toll Free 1-888-484-9968

November 9, 2022

Reclamation District 900  
 889 Dreaver Street  
 West Sacramento, CA 95691

Tel: 916-813-7702  
 Admin@RD900.org  
 Brohmer66@gmail.com

Attn: Brian Rohmer

We are pleased to provide the enclosed contract pricing sheet off the Sourcewell program (Contract No. 070821-TGR) for one (1) Tiger Bengal Series Mower factory mounted to a new John Deere 5120M Tractor for your review.

Summary:	Complete Unit per attached Sourcewell price sheet	
	Price F.O.B. West Sacramento, CA	\$166,634.66
	8.25% Estimated Sales Tax (Excludes Labor, PDI & Training)	13,747.36
	Sub-Total	\$180,382.02
	Factory Installation of Complete Boom Mower System	6,925.72
	Dealer Prep & Set Up	2,800.00
	Dealer Operator's Safety Training	1,000.00
	CA Tire Fee (4 @ \$1.75 Each)	7.00
	Total	\$191,114.74

- **District's Purchase Order to be prepared and sent directly to the Sourcewell Contract Holder:** Tiger Mowers Inc. 3301 North Louise Avenue Sioux Falls, SD 57107  
 Contact: Dave Burkhart (605) 731-0447 Email: orders@tigermowers.com
- Municipal Maintenance Equipment, Inc. is the local dealer and will provide warranty support and future service for the Tiger products.
- Pricing includes delivery and on-site training.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms: per Sourcewell Program.
- Quotation valid for 15 days.

Thank you for your interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,  
 Municipal Maintenance Equipment, Inc.

James Wheeler,  
 General Manager

Enclosure

Bill To:	RD 900		
Ship to:	RD 900, 889 Dreaver St, West Sacramento CA 95691		
End User	Brian Rohmer		
End User Contact		PO#	
Quote#	MME-RD900-11082022SW	Order Date:	
Dealer Contact	Bryce Newell	Quote Date:	11/08/22
DLR Phone / Fax		Requested ship date:	
Dealer Email		State contract order	070821-TGR
		Sourcewell Member #	
		Quote valid for 30 days	



Please direct questions to:

Ph: 800-843-6849 EXT 3  
email all quotes in excel format  
to: orders@tigermowers.com

Shipping Instruction

## BENGAL SERIES

SIDE SHIFT - Rotary or Flail (Boom Reach from 17.5' to 26.3')

HOW TO ORDER: You must select one item from Sections 1, 2, & 3 for a complete Boom Mower.

Qty	Order Code	Description	Approx. (lbs)	List Price	Disc	Sourcewell Price
<u>Add tractor on next line when required</u>						
1	5120M	Cab MFWD 16 x 16 Pwr Rev. Trans. - Air Ride Seat	9185	\$ 114,060	18%	\$ 93,529.20
<b>SECTION 1 - Choose a Base Unit</b>						
	BB-18	Mid-mount Boom Mower (1300 lb wheel weight)	3950	\$ 39,606	18%	\$ -
1	BB-22	Mid-mount Boom Mower (1700 lb wheel weight)	4110	\$ 46,572	18%	\$ 38,189.04
	BB-24	Mid-mount Boom Mower (1700 lb wheel weight)	4250	\$ 51,552	18%	\$ -
<b>INCLUDES:</b> Boom Arms, Mounting system, Wheel Weight, Mower Hydraulic Drive System, Operator Safety Screen/Poly, 3 Pt Open Stow System						
	30S-BB-EXT	30S Boomrest Extension Bracket	22	\$ 597	18%	\$ -
<b>SECTION 2 - Choose a Cutter Head</b>						
<b>ROTARY</b>						
	RT50D	50" Rotary head with Disk/Brush Knives & Hydraulic Door	815	\$ 17,185	18%	\$ -
	RT50B	50" Rotary Head with Blade Bar/Brush Knives & Hydraulic Door	740	\$ 17,009	18%	\$ -
	RT50G	50" Rotary head with Disk/Grass Knives & Hydraulic Door	815	\$ 17,138	18%	\$ -
	RT50D-SW	50" Rotary Swivel Head, Disk/Brush Knives & Hydraulic Door	950	\$ 17,724	18%	\$ -
	RT50B-SW	50" Rotary Swivel Head, Blade Bar/Brush Knives & Hyd Door	950	\$ 17,544	18%	\$ -
	RT60B	60" Rotary Head with Blade Bar/Brush Knives & Hydraulic Door	840	\$ 19,967	18%	\$ -
	RT60B-SW	60" Rotary Swivel Head, Blade Bar/Brush Knives/Hyd Door - BB-22/24 ONLY	950	\$ 20,500	18%	\$ -
	RT60DG	60" Rotary Head with Disk/Grass Knives & Hydraulic Door	915	\$ 20,155	18%	\$ -
<b>FLAIL</b>						
	FL50LGB	50" Flail Head with Light Brush/Grass Knives (LGB)	800	\$ 19,605	18%	\$ -
	FL50MBG	50" Flail Head with Medium Brush/Grass Knives (MBG)	808	\$ 20,637	18%	\$ -
1	FL50HDB	50" Flail Head with Heavy Duty Brush Knives (HDB)	815	\$ 20,685	18%	\$ 16,961.70
	FL63G	63" Flail Head with Grass Knives	855	\$ 20,155	18%	\$ -
<b>MULCHER</b>						
	ML36-BNGCHN	36" Mulcher Head with Quad Cut Teeth - Rear Chain	925	\$ 26,274	18%	\$ -
	ML36-BNGRUB	36" Mulcher Head with Quad Cut Teeth - Rear Rubber Flap	925	\$ 26,233	18%	\$ -
<b>SECTION 3 - Choose a Hydraulic Controls Options</b>						
	CBL	Cable Controls and Lift Valve Kit	78	\$ 7,278	18%	\$ -
1	JSTK	Joystick, Electro-hydraulic and Valve Kit	80	\$ 18,304	18%	\$ 15,009.28
<b>SECTION 4 - Installation Charge</b>						
1	Factory Mnt	Installation of complete boom mower system		\$ 8,446	18%	\$ 6,925.72
	Field Mnt	Installation of complete boom mower system		\$ 8,446	18%	\$ -
<b>SECTION 5 - BOOM MOWER OPTIONS</b>						
		Hydraulic Actuator in lieu of standard swivel - Verify tractor model	450	\$ 6,975	18%	\$ -
		Wheel Weight - up charge from 1300 to 1700 lbs of counter balance.	400	\$ 2,136	18%	\$ -
		Wheel Weight - upcharge from 1700 to 2550 lbs of counter balance.	850	\$ 2,599	18%	\$ -
	AXSTAB HYD	Cylinder Axle Stabilizer Kit - Verify tractor model	55	\$ 1,876	18%	\$ -
	AXSTAB TIMBREN	Timbren Axle Stabilizer Kit - Verify Tractor Model	25	\$ 583	18%	\$ -
1	BPS-BNGL	Electronic Boom Positioning System	12	\$ 1,672	18%	\$ 1,371.04
	P GUARD	Pump Guard	26	\$ 320	18%	\$ -
	P/G GUARD	Pump/Grille Guard	39	\$ 657	18%	\$ -
	06100615	Dogleg Kit, Flail Heads	13	\$ 633	18%	\$ -
	06103017	Dogleg Kit, Rotary & Mulcher Heads	13	\$ 633	18%	\$ -
	06200609	50" Blade Bar Kit (bar, knives, bolts, nuts)	75	\$ 1,142	18%	\$ -
	06200670	60" Blade Bar Kit (bar, knives, bolts, nuts)	85	\$ 1,246	18%	\$ -
	06744050	50" Rotary Disk Kit (knives, bolts, nuts, filter, grease) BRUSH	36	\$ 387	18%	\$ -
	06744051	50" Rotary Disk Kit (knives, bolts, nuts, filter, grease) GRASS	39	\$ 393	18%	\$ -
	06744040	50/60" Rotary Blade Bar Kit (knives, bolts, nuts, filter, grease) BRUSH	36	\$ 334	18%	\$ -
	06744001	60" Rotary Disk Kit (knives, bolts, nuts, filter, grease) GRASS	39	\$ 258	18%	\$ -



# General Manager Update

**December 19, 2022**

## ADMINISTRATION/FINANCE

A job announcement for Maintenance Worker will be available in the next several weeks.

**The Flood Maintenance Assistance Program (FMAP)** Will need to bring CEQA requirements/resolution to the Board next Board meeting.

## OPERATION AND MAINTENANCE

### LEVEE MAINTENANCE

Spraying weeds in the numerous ponds/canals, patrolled during weekend storm (12/10/2022). Only issues are motorcycles and vehicles driving up/down slope of Southport levee.

Met with contractor for rocking access road along Southport seepage berm. Due to the nature of seepage berm material (sand), the sand/dirt is washing into the City of West Sacramento's drainage system. Contractor will be adding additional aggregate base and leveling out access road to slow the flow of stormwater across access road.

## PROJECTS

### Blacker Canal Bank Stabilization Project

The District's environmental consultant (Marcus Bole & Assoc./ECORP) and staff met with the USACE again regarding the pre-application permit (Section 404 Clean Water Act). USACE now recommends a letter of permission (LOP). An LOP is a type of individual permit issued through an abbreviated processing procedure which includes coordination with Federal and state fish and wildlife agencies, and a public interest evaluation, but without the publishing of an individual public notice. Consultant is also preparing permits for the State (water quality).

District is targeting 2023 construction.

### RD900 OFFICE, 889 DREVER ST.

#### ROOF

Roofing contractor should begin work Monday, December 19.

### SOUTHPORT LEVEE CRACK REPAIR PROJECT

Contractor has completed work. Crack was approximately 6 feet deep by 125 feet long. Contractor excavated and replaced material. Geotechnical engineer was on-site testing compaction. Compaction met requirements.

### OFFICE LANDSCAPING

Staff working on a Request for Proposal for landscape design.

### OFFICE SIGNAGE

Staff should have a Request for Proposal for office signage.

### LEVEE SLOPE MOWER

Staff preparing Request for Proposal for the purchase of new slope mower to replace burned mower.

## PERIODIC LEVEE INSPECTIONS

### DWR/USACE

Staff met with DWR to discuss the District taking over Maintenance Area 4 from the State. Will be meeting with State and doing a levee inspection within the next several weeks.

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**EMERGENCY PREPAREDNESS**

**DWR Flood Fight Training**

Staff attended DWR's flood fight training with City of West Sacramento Public Works staff. More of a meet and greet meeting – city would help the District in the event of flooding issues.

**CALIFORNIA CONSERVATION CORPS**

Staff contacted California Conservation Corps for contracting purposes in the event of flood issues.

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**COORDINATION WITH OTHER PROJECTS**

Nothing at this time

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**COORDINATION WITH OTHER AGENCIES**

**WEST SACRAMENTO AREA FLOOD CONTROL AGENCY**

**YOLO COUNTY ENVIRONMENTAL HEALTH DEPARTMENT**

Met with Yolo County Environmental Health Inspector for inspection of the SIP Pump Station. Passed inspection. Updated online information for Yolo County (added me as responsible party, updated training plan).

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**FUTURE**

January 19, 2023 – WSAFCA Board Meeting (Teleconference), 9 am

January 19, 2023 – RD 900 Board Meeting (Teleconference), 6 pm