



**RECLAMATION DISTRICT NO. 1000
BOARD OF TRUSTEES
REGULAR BOARD MEETING**

1633 GARDEN HIGHWAY
SACRAMENTO, CA 95833

**FRIDAY, APRIL 12, 2019
8:00 A.M.**

AGENDA

1. PRELIMINARY

- 1.1. Call Meeting to Order
- 1.2. Approval of Agenda
- 1.3. Pledge of Allegiance
- 1.4. Conflict of Interest (*Any Agenda items that might be a conflict of interest to any Trustee should be identified at this time by the Trustee involved*)

2. PRESENTATIONS

No presentations scheduled for this meeting.

3. PUBLIC COMMENT (NON-AGENDA ITEMS)

Any person desiring to speak on a matter which is not scheduled on this agenda may do so under the Public Comments section. Speaker times are limited to three (3) minutes per person on any matter within RD 1000's jurisdiction, not on the Agenda.

Public comments on agenda or non-agenda items during the Board of Trustees meeting are for the purpose of informing the Board to assist Trustees in making decisions. Please address your comments to the President of the Board. The Board President will request responses from staff, if appropriate. Please be aware the California Government Code prohibits the Board from taking any immediate action on an item which does not appear on the agenda unless the item meets stringent statutory requirements (see California Government Code Section 54954.2 (a)).

Public comments during Board meetings are not for question and answers. Should you have questions, please do not ask them as part of your public comments to the Board. Answers will not be provided during Board meetings. Please present your questions to any member of RD 1000 staff via e-mail, telephone, letter, or in-person at a time other than during a Board meeting.

4. INFORMATIONAL ITEMS

- 4.1. GENERAL MANAGER'S REPORT: Update on activities since the March 2019 Board of Trustees Meeting.
- 4.2. SUPERINTENDENT'S REPORT: Update on activities since the March 2019 Board of Trustees Meeting.
- 4.3. DISTRICT COUNSEL'S REPORT: Update on activities since the March 2019 Board of Trustees Meeting.

5. CONSENT CALENDAR

The Board considers all Consent Calendar items to be routine and will adopt them in one motion. There will be no discussion on these items before the Board votes on the motion, unless Trustees, staff or the public request specific items be discussed and/or removed from the Consent Calendar.

- 5.1. APPROVAL OF MINUTES: Approval of Minutes from March 8, 2019 Regular Board Meeting.
- 5.2. TREASURER'S REPORT: Approve Treasurer's Report for March 2019.
- 5.3. EXPENDITURE REPORT: Review and Accept Report for March 2019.
- 5.4. BUDGET TO ACTUAL REPORT: Review and Accept Report for March 2019.
- 5.5. RATIFICATION OF UTILITY AGREEMENT: Review and Consider Ratification of Utility Agreement with State of California Department of Transportation – Metro Air Parkway.
- 5.6. AUTHORIZATION TO ACCEPT EASEMENT: Review and Consider Adoption of Resolution No. 2019-4-1 Authorizing General Manager to Accept Grant of Easement Deed from Granite Bay – Natomas Meadows, LP.
- 5.7. AUTHORIZATION TO GRANT EASEMENT: Review and Consider Adoption of Resolution No. 2019-4-2 Authorizing General Manager to Grant Easement Deed to Pacific Gas & Electric Company.
- 5.8. AUTHORIZATION TO EXECUTE FUNDING AGREEMENT: Review and Consider Adoption of Resolution No. 2019-4-3 Authorizing General Manager to Execute Funding Agreement with State of California Department of Water Resources – Flood Maintenance Assistance Program.

6. SCHEDULED ITEMS

- 6.1. FISCAL YEAR 2018/19 BUDGET ADJUSTMENT: Review and Consider Approval of Fiscal Year 2018/2019 Budget Adjustment and Amend District's Official Pay Rate Schedule.

6.2. AUTHORIZATION FOR EXCEPTION: Review and Consider Adoption of Resolution No. 2019-4-4 Authorizing 180 Day-Wait Period Exception for Appointment of Retired Annuitant- Paul Devereux.

6.3. RECOGNITION OF SERVICE: Review and Consider Adoption of Resolution No. 2019-4-5 Recognizing District Service – Paul Devereux.

7. BOARD OF TRUSTEE’S COMMENTS

7.1. BOARD ACTIVITY UPDATES:

7.1.1. RD 1000 Committee Meetings Since Last Board Meeting

- Executive Committee (Smith & Barandas) April 3, 2019
- Personnel Committee (Harris, Burns, Christophel) April 4, 2019
- Urbanization Committee (Burns, Gilbert, & Avdis) April 9, 2019
- Operations Committee (Barandas, Christophel, & Smith) April 9, 2019

7.1.2. RD 1000 Committees No Meetings Since Last Board Meeting

- Finance Committee (Gilbert, Harris, & Smith)
- Legal Committee (Avdis, Barandas, & Harris)
- Ad-Hoc Committee – Habitat Conservation Plan (HCP) (Christophel, Avdis, Barandas, & Burns)

8. CLOSED SESSION

8.1. No Closed Session Items

9. RECONVENE TO OPEN SESSION

9.1. No Closed Session Items

10. ADJOURN

TITLE: General Manager's Report – March 2019

SUBJECT: Update on activities since the March 2019 Board of Trustees Meeting

EXECUTIVE SUMMARY:

This Staff Report is intended to report the noteworthy activities and events of the District. Noteworthy activities from March included receipt of funding agreement California Department of Water Resources (DWR) under the Flood Maintenance Assistance Program (FMAP), implementation of SCADA and ongoing coordination of the Natomas Levee Improvement Project with United States Army Corps of Engineers (USACE) and the Sacramento Area Flood Control Agency (SAFCA). In summary, the District had a productive and successful month. Our key activities and achievements are presented below:

BACKGROUND:

1. Administration Services

a. Finance

i. Budget Fiscal Year 2019-2020

1. Budget Timeline: The intent of the schedule provided below is to outline the steps and milestones necessary to have a final budget ready for the Trustees to consider for adoption at the June 2019 Board Meeting.
 - a. Week of April 1st
 - i. Personnel Committee – Met (April 4) and reviewed Staff's recommendation on Cost of Living Adjustments (COLA) and Salary Adjustments per the Board's Compensation Philosophy.
 - b. Week of April 8th
 - i. Operations Committee – Met (April 9) and reviewed Budget assumptions for Operations & Maintenance (O&M) and Capital Improvement Program (CIP).
 - c. Week of April 15th
 - i. Finance Committee – Meet and review Draft Budget and Projected Cash Flow Analysis.
 - d. May 10, 2019 – RD 1000 Board Meeting
 - i. Present Draft Budget to Trustees for review and comment. Staff to receive comments from the Trustees and adjust as directed.
 - e. June 14, 2019 – RD 1000 Board Meeting
 - i. Present Final Budget to Trustees for consideration of adoption.

b. Human Resources

- i. Completed nearly all personnel performance evaluations with a few remaining in process.

2. District Operations

a. Flood Operations:

- i. The District suspended continuous levee monitoring and inspections on Tuesday (3/19) at 6:00 am, as prescribed in the District's Emergency Action Plan (EAP). The EAP was activated as a result of the rise in river elevation above 32.0' at the Verona Stream Gauge on the Sacramento River. As of 10:00 pm, Monday (3/18), the Sacramento River at Verona was below the 32.0' threshold.
- ii. District crews discovered two (2) boils at Pumping Plant No. 2, around 9:00 a.m. Sunday (3/10). The boils are similar to what was observed and repaired in 2017 and it does not appear to be an emergency situation. As such, the District has been watching the boils closely over the last two (2) weeks and the situation is on-going, yet stable. The District has reached out to, Ray Costa, to visit the site and make a recommendation for repairs later this spring.
- iii. The District again implemented continuous levee monitoring and inspections on Friday (4/5) at 6:00 am, as prescribed in the District's Emergency Action Plan (EAP). The EAP was activated as a result of precipitation, reservoir releases and rise in river elevation above 32.0' at the Verona Stream Gauge on the Sacramento River. As of the date of this report, the District was still in monitoring operations.

3. Development Projects

a. Greenbriar

- i. The District worked with Mark Rodgers, Greenbriar Development Engineer, on modifications to conditions of approval for Greenbriar Phase II Project. An SRC meeting was held on March 27, 2019 for the project to review all conditions of approval prior to the Planning Commission meeting held last week.

b. Metro Air Park

- i. The District met with Mead & Hunt and Cal Trans Consulting Engineer, Jake Weir (Mark Thomas, Inc.) regarding the proposed Metro Air Parkway Improvements. The proposed project, a new interchange at Metro Air Park and Interstate 5, has been in planning for many years, and will require relocation of an RD 1000 drainage channel and acceptance of a County waterline encroachment in the RD 1000 channel embankment. Cal Trans has requested RD 1000 to sign a Utility Agreement prior to our April Board meeting, so they may finish their construction drawings and go out to bid by April 8, 2019. The agreement allows RD 1000 to be reimbursed for design review and construction inspection expenditures (approx. \$15,000). Mead & Hunt reviewed the proposed plans and has been working on RD 1000's behalf to minimize impacts. Mead & Hunt recommended RD 1000 accept the improvements/relocation as proposed. District Counsel reviewed the proposed Utility Agreement and made recommendations for clarification. Cal Trans responded satisfactorily to those requests. With concurrence from Board President Smith, GM King signed the Utility Agreement on Friday (3/29). Agenda Item 5.5 of this Board Packet seeks ratification of the agreement.

4. Capital Improvement Projects

a. SCADA:

- i. The SCADA radio survey/test was performed this month. Results of the radio survey/test were successful and there is substantial coverage for the entire District using the licensed frequencies.
- ii. Programming adjustments were made this month at the pumping plants as a minor issue in the programming was discovered during flood operations. Apparently, there was an error in water level set points which triggered pump startups when the system was set to auto, even if the water level was below our desired set point. The issue has been corrected and the District does not anticipate future problems with the water level set point programming.

5. Natomas Levee Improvement Projects

a. Reach A

- i. The District, SAFCA and USACE are continuing discussions on the Value Engineering report and determining next steps in design. The District participated in two (2) meetings this past month regarding the Value Engineering Report. At this point USACE still anticipates 65% design in July 2019, followed by 95% design in January 2020.

b. Reach B

- i. Contract award scheduled September 2019; construction in 2020-2021. 90% plans submitted December 2018. Work includes the relocation of the NCMWC Riverside Canal and modifications to Plant 3 discharge pipes and removal of gravity drain. SAFCA is currently negotiating with several residents to purchase properties and have initiated condemnation actions where necessary. District has requested the design include a physical barrier between Garden Highway and top of proposed adjacent levee.
- ii. I-5 Window; Construction award scheduled January 2020 with construction in spring 2020. 65% plans prepared for submission to Caltrans for review; design proposed landside floodwall at the top of levee to avoid fill on freeway piers.

c. Reach C

- i. No reportable items.

d. Reach D

- i. Contract construction commenced in August 2018 with initial excavation for the proposed relocated Vestal Drain. Work has stopped for the winter. Work on Plant 4 as well as removal of NCMWC Bennet and Northern intake pipes will be done in 2019 along with completion of the Vestal Drain relocation work. USACE received the Engineer's Estimate (\$4.0+ M) for the Plant 4 construction on Tuesday (2/19).

e. Reach E

- i. Construction award anticipated 2020. Geotechnical work and recommended design to be completed by March 2019. Initial work on utility identification and surveys have commenced (design being done by USACE Walla Walla District). Coordinating levee work with proposed replacement of Howsley Road bridge by Sutter County.

f. Reach F

- i. Anticipated Award 2022.

g. Reach G

- i. Anticipated Award 2022.

h. Reach I

- i. Contract 1 awarded 2018 to Inquip Associates Inc (\$23.8 M). Work commenced December 2018 with relocation of bike trail under I-5; anticipate relocation of City water line in spring 2019. Negotiations between City and USACE for proposed road closures under I-5 and at Gateway Oaks intersection. Slurry wall construction to start April 2019. Garden Highway hard closure for work between Truxel and Northgate.

- ii. Contract 2 includes landside access road, slope flattening and tree removals. Contract award scheduled 2021.
- i. Reach H
 - i. Contract awarded January 2019 to Inquip Associates Inc (\$41.7 M). Construction 2019-2020. Preconstruction meeting scheduled February 21, construction anticipated to start April 2019. Proposed work includes levee de-grade for construction of slurry cutoff wall; slope flattening and landside access and patrol road.
 - ii. State DWR still working on real estate acquisitions for construction of landside access road.
 - iii. RD 1000 met with several property owners on Thursday (3/14) regarding unauthorized encroachments (primarily fences) that need to be relocated for access road. The meetings went well, and the District will coordinate with USACE to modify plans slightly to allow some existing encroachments to remain. The District will subsequently document the encroachments, and issue encroachment permits to the landowners, to ensure future removal or replacement of said encroachments will be the responsibility of the landowners.

6. Outreach

a. Newsletter

- i. The District is currently compiling a list of potential topics for the Spring e-newsletter.

b. Creek Week

- i. Scheduled for April 13, 2019. District will be participating in the annual event at the same level of effort as in years past.

c. Urban Outreach Committee

- i. Met with Committee on April 9, 2019. Minutes are available in Agenda Item 7.1.1 of this Board Packet.

7. Miscellaneous

a. Sacramento Area Flood Control Agency (SAFCA)

- i. During construction of the SAFCA North Area Streams Project that was constructed on Arcade Creek and the NEMDC east levee between Arcade Creek and West El Camino, the contractor uncovered cultural material that are required to be reburied. After looking at a number of sites the tribe is requesting reburial in the NEMDC on the east side of the channel, just

upstream of West El Camino. After review with District Counsel, the District will agree to SAFCA's request and allow the reburial provided all future risk/liability remain with SAFCA.

ATTACHMENTS:

None

STAFF RESPONSIBLE FOR REPORT:



Kevin L. King, General Manager

Date: 04/08/2019

DATE: April 12, 2019

AGENDA ITEM NO. 4.2

TITLE: Superintendent's Report

SUBJECT: Update on activities since the March 2019 Board of Trustees Meeting

EXECUTIVE SUMMARY:

This Staff Report is intended to inform the Board and serve as official record of the activities the District's field staff engaged in for the month of March 2019. As well as provide information regarding District facility use and local weather impacts on District facilities and river levels. There are no staff recommendations, information provided is strictly informational.

BACKGROUND:

The Superintendent report was created to provide monthly updates to the Board of Trustees on field activities within the District boundaries, as well as provide a historical record. This allows for the District and the public the opportunity to refer back to data trends over time regarding the weather impact on District facilities, crew activities and local river and canal conditions as well as general District activities from month to month.

RECOMMENDATION:

None

FINANCIAL IMPACT:

None

ATTACHMENTS:

Superintendent's Report Data Sheet

STAFF RESPONSIBLE FOR REPORT:



Donald Caldwell, Superintendent

Date: 04/3/2019



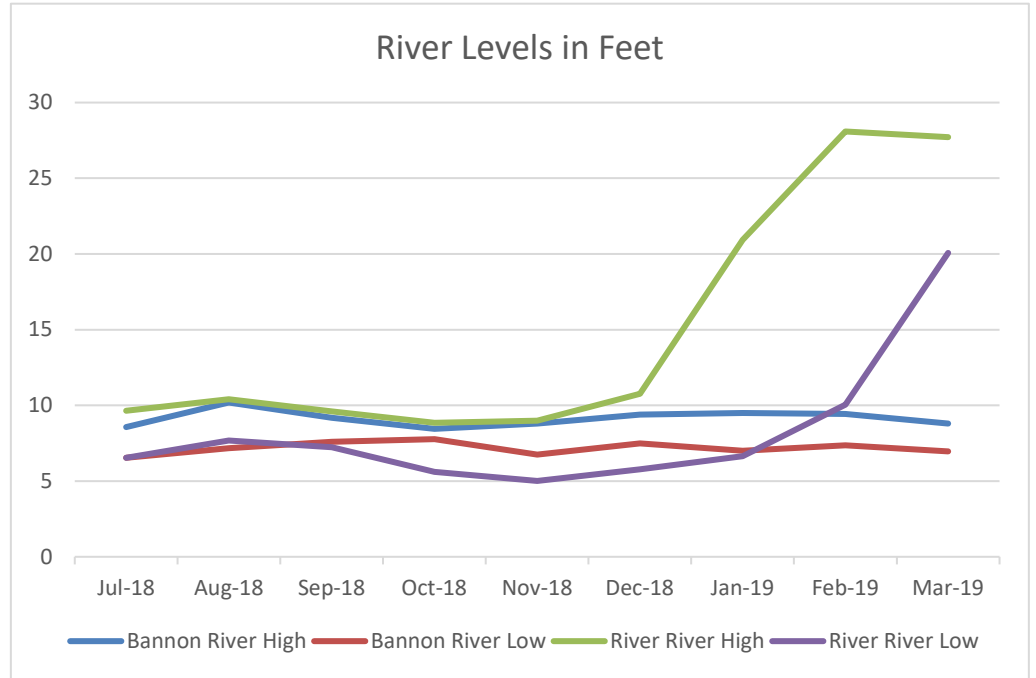
Kevin L. King, General Manager

Date: 04/5/2019

River Levels:

Bannon H: 8.80'
L: 6.97'

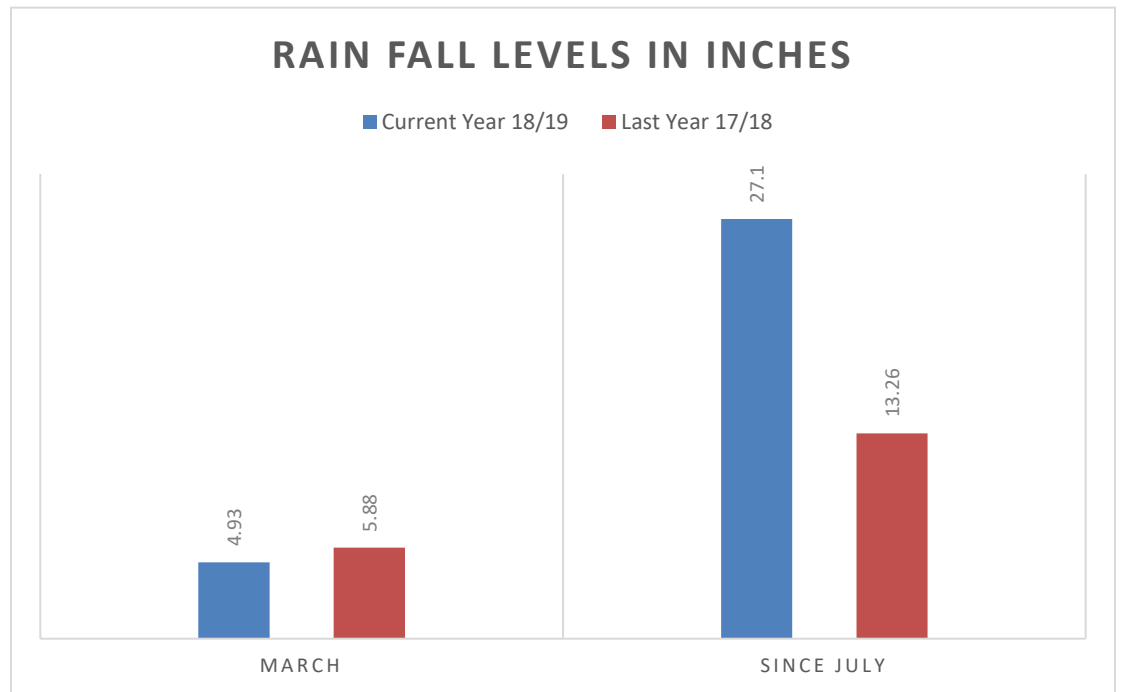
River H: 27.72'
L: 20.07'



Rain Fall Totals:

Rain totals for the month of March were 4.93"

Rain totals since July 1st were 27.10"



Safety topics for the month of March: Mower inspection and safe operation of equipment.

The chart below represents the various activities the field crew spent their time working on during the month of March 2019.

RD 1000 Field Crew	*Field Hours Worked	Activity
	0	Plant Maintenance
	0	Grounds
	286	Pump Rounds
	8	Fence Repair
	16	Mowing
	1900.98	Levee Patrol
	0	Tree Trimming/Removal
	32	Garbage
	0	Upper GGS
	64	Equipment Repairs

**Hours worked do not include: sick, vacation, holiday or Superintendent's time*

Pumping

The district did a lot of pumping due to multiple rain events in March.

Pumping Plant	Pump	Hours and A/F
Plant 1-B	Pump # 1	103.4 hours and 1013.32 A/F
	Pump # 2	6.4 hours and 62.72 A/F
	Pump # 4	208.2 hours and 2040.36 A/F
	Pump # 5	108.3 hours and 1061.34 A/F
	Pump # 6	230.9 hours and 2262.82 A/F
Plant 2	Pump # 1	60.5 hours and 399.3 A/F
	Pump # 2	139.1 hours and 403.39 A/F
Plant 3	Pump # 1	230.4 hours and 1000.48 A/F
	Pump # 2	288.9 hours and 1328.94 A/F
	Pump # 3	80.9 hours and 540.69 A/F
	Pump # 4	328.6 hours and 1347.26 A/F
Plant 4	Pump # 1	36.3 hours and 206.91 A/F
	Pump # 2	123.2 hours and 1207.36 A/F
Plant 5	Pump # 2	27.2 hours and 51.68 A/F
	Pump # 3	41.2 hours and 78.28 A/F
Plant 8	Pump # 1	112.2 hours and 1178.1 A/F
	Pump # 2	44.2 hours and 464.1 A/F
	Pump # 3	220.1 hours and 836.38 A/F
	Pump # 5	226.1 hours and 859.18 A/F

DATE: April 12, 2019

AGENDA ITEM NO. 4.3

TITLE: District Counsel's Report – March 2019

SUBJECT: Update on activities since the March 2019 Board of Trustees Meeting

EXECUTIVE SUMMARY:

Reclamation District 1000's (RD 1000; District) General Counsel, Jim Day, to provide verbal report of work performed during the month of March 2019.

ATTACHMENTS:

None

STAFF RESPONSIBLE FOR REPORT:



Kevin L. King, General Manager

Date: 04/05/2019

DATE: April 12, 2019

AGENDA ITEM NO. 5.1

TITLE: Approval of Minutes

SUBJECT: Approval of Minutes from March 8, 2019 Regular Board Meeting

EXECUTIVE SUMMARY:

This staff report is intended to serve as the official record of monthly meetings of the Board of Trustees. This document details meeting participants, proof of items discussed, summaries of board meeting discussion, and vote actions taken by the Board.

Staff recommends Board approval of the March 8, 2019 Board Meeting Minutes.

BACKGROUND:

The Ralph M. Brown Act (Gov. Code Section 54950 et seq.) governs meetings by public commissions, boards and councils, and public agencies in California. The Act facilitates public transparency and public participation in local government decisions. The Act also contains specific exemptions from the open meeting requirements where governmental agencies have a demonstrated need for confidentiality.

To further comply with transparency, Reclamation District 1000 documents monthly meetings of its Board of Trustees through Board Minutes.

Reclamation District 1000 also maintains a historical archive of Board meeting Minutes since 1912.

RECOMMENDATION:

Staff Recommends the Board approve the Minutes from the March 8, 2019 Board of Trustees Meeting.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

1. March 8, 2019, Board Meeting Minutes

STAFF RESPONSIBLE FOR REPORT:



Joleen Gutierrez, Administrative Services Manager

Date: 04/03/2019



Kevin L. King, General Manager

Date: 04/05/2019

**Reclamation District 1000
Board of Trustees Meeting**

1633 Garden Highway
Sacramento, CA 95833

**March 8, 2019
MEETING MINUTES**

The Reclamation District 1000 Board of Trustees met in regular session on this date at the District Office. Present were: Board President Jeff Smith; Board Vice President Tom Barandas; Trustee Nick Avdis; Trustee Chris Burns; Trustee Fred Harris; General Manager Kevin King; General Manager Paul Devereux; District Counsel Jim Day; Administrative Services Manager Joleen Gutierrez; District Superintendent Don Caldwell; and Administrative Assistant Christina Forehand.

Also Present: Scott Brown from Larsen, Wurzel & Associates

Absent: Trustee David Christophel; Trustee Thom Gilbert

1. Preliminary

General Manager, Kevin King, briefly discussed the new Board meeting agenda format and explained how agenda items would be presented and action items would be adopted. Input by the Board on the new format would be welcome for future meetings.

The meeting was called to order by Board President, Jeff Smith. Trustee Harris moved to approve the agenda, seconded by Tom Barandas; all were in favor, the motion was approved. After the Pledge of Allegiance, led by GM King, the Board was given the opportunity to disclose any potential conflicts of interest for items listed on the agenda. There were no conflicts of interest to disclose.

2. Presentations

There were no presentations scheduled for the March 8, 2019 meeting.

3. Public Comment

No public comments were made

4. Informational Items

In an attempt to familiarize themselves with the new agenda format, the Board briefly discussed how to proceed with informational items and potential discussion. Board members were encouraged to review the written summaries provided in the board packet ahead of time and note any items they wished to discuss further.

4.1 – General Manager’s Report: GM King provided a written summary in the March board packet which discussed District activities within the month of February. No Trustee comments were made.

4.2 – Superintendent’s Report: A written informational summary was provided to the Board in the March board packet, including graphs and data sheets that had been previously requested by members of the Board of Trustees. GM King stated that the Superintendent’s report is evolving and will include in additional attachments and data in future reports regarding local and statewide water conditions. Trustee Avdis inquired about levee conditions to which Superintendent Caldwell stated there are no significant issues to report. GM King reported that Plant 4 is scheduled to be reconstructed as part of the current Army Corps project which will also result in repair of a cracked pipe located at Plant 4. Trustee Avdis also inquired about the conditions at the Cross Canal due to precipitation levels and potential dam releases; Superintendent Caldwell stated there are no problems to report at this time.

4.3 – District Counsel’s Report: District Counsel Jim Day provided a verbal report of his activities during February 2019.

5. Consent Calendar

GM King briefly went over the new format; all items on the consent calendar can be adopted as one motion. No discussion is required for each item unless Trustees, staff or members of the public request a specific item to be discussed and/or removed from the consent calendar.

Trustee Chris Burns requested that Item 5.1 (Approval of the Minutes), be pulled from the consent calendar for discussion. Trustee Harris asked to have Item 5.4 (Budget to Actual Report), removed from the consent calendar for discussion. Without discussion, Items 5.2 and 5.3 were moved for approval by Trustee Harris, seconded by Trustee Avdis, by unanimous vote, motions carry.

5.1 – Approval of the Minutes of the Board of Trustees: ASM Gutierrez accepted proposed changes. Trustee Avdis made a motion to approve the February 8, 2019 Board Meeting Minutes with changes. Seconded by Trustee Burns, by unanimous vote, motion carries.

5.2 – Treasurer’s Report: February 2019

Checking:	\$ 74,612.24
Money Market:	\$ 267,786.59
County Treasurer:	\$ 2,219,130.49
LAIF:	\$ 4,095,527.72
City Pool A:	\$ 2,059,781.64

A report was included in the March Board packet.

5.3 – Expenditure Report: February 2019. A report was included in the March Board packet.

5.4 – Budget to Actual Report: There was a brief discussion of the District’s current financial status in regard to budgeted line items. ASM Gutierrez informed the board, several line items are annual expenses and will not see any further payables booked against the line item this fiscal year. Trustee Smith expressed an interest in having a possible expenditure chart added to future board packets, using historical expense trends of the District, to better visualize and anticipate the District’s financial status throughout the fiscal year. GM King stated that future board packets could include a written staff report of budgeted line items that may appear as anomalies in the Budget to Actual Report. A motion was made by Trustee Harris to approve the Budget to Actual Report, seconded by Trustee Barandas, by unanimous vote, motion carries.

6. Scheduled Items

GM King provided written summaries and presentation items for discussion and public comment.

6.1 – California Special Districts Association (CSDA) Call for Nominations: Trustee Avdis made a motion to nominate Trustee Burns for the CSDA Call for Nominations, seconded by Trustee Harris, by unanimous vote, motion carries.

6.2 – Authorization to Accept Easement: Resolution No. 2019-3-1 Authorizing General Manager to Accept Grant of Easement Deed from Sacramento Area Flood Control (SAFCA). Trustee Avdis moved to adopt the Resolution, seconded by Trustee Barandas, by unanimous vote, Resolution is adopted.

7. Board of Trustees' Comments

7.1 – Board Activity Updates

7.1.1 – Executive Meeting: Trustee Jeff Smith reported out on the Committee meeting. The Committee met on February 27, 2019, in attendance was Trustee Tom Barandas, Trustee Jeff Smith and Trustee Fred Harris participated by phone. Also in attendance were General Manager Kevin King and Administrative Service Manager Joleen Gutierrez. The Committee reviewed the new Board Meeting agenda draft as well as items on the proposed agenda. Minutes from the Executive Committee meeting were included in the board packet. Trustee Burns proposed that the District participate at the Annual State of Natomas Luncheon and inquired if it was an item that would need to be included on the next board meeting. GM King stated that if there was enough interest by the Board staff would proceed with reserving a table for the event.

7.1.2 – No additional Committee meetings had taken place since the last Board meeting.

8. Closed Session

8.1 – Personnel Evaluation: General Manager

8.2 – Conference with Labor Negotiators: Discussion and direction for negotiations between the District and District employees.

9. Reconvene to Open Session

9.1 – Report from Closed Session: No action was taken during Closed Session.

10. Meeting Adjourned

DATE: April 12, 2019

AGENDA ITEM NO. 5.2

TITLE: Treasurer's Report

SUBJECT: Approve Treasurer's Report for March 2019

EXECUTIVE SUMMARY:

This Staff Report is intended to inform the Board of the current total funds in the District's checking and money market accounts, Sacramento County Treasurer Fund, State Treasurer Local Agency Investment Fund (LAIF), and the City of Sacramento Pooled Investment Fund.

The Staff Report attachment provides the monthly beginning and ending balances of its Operations and Maintenance cash flow. The report considers the current month's receipts, fund to fund transfers, accounts payable, and payroll.

Noteworthy fund and cash flow items in the month of March 2019 - As a direct result of inclement weather, March payroll was significantly higher due to 24/7 field crew levee patrols. The District also received \$157,066.48 into the County Treasury fund during the month of February. This information was reflected in the Sacramento County Treasury February statement received in March. The amounts received are for FY 19 Sutter County tax assessments.

Staff recommends the Board approve the Treasurer's Report for March 2019.

BACKGROUND:

Income and Cash

The District has funds in the California State Controller Local Agency Investment Fund (LAIF), the Sacramento County Treasurer and Bank of the West.

The District's primary source of income is property assessments. These assessments are collected in the Sacramento and Sutter County tax bills.

The District is required by law to have a minimum of 6 months operation and maintenance reserves. Additionally, the District needs six months of O/M reserves to pay expenses from July through December when the 1st installments are collected on property assessments. The annual O/M budget is approximately \$2 million per year.

RECOMMENDATION:

Staff recommends the Board approve the information in the March 2019 Treasurer's Report.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

1. Treasurer's Report

STAFF RESPONSIBLE FOR REPORT:



Joleen Gutierrez, Administrative Services Manager

Date: 04/05/2019



Kevin L. King, General Manager

Date: 04/05/2019

Reclamation District 1000
Treasurer's Report
March 2019

Treasurer's Report for March 2019

March 2019	
Total Funds	8,412,610.81
Bank of the West - Checking	163,298.53
Bank of the West - Money Market	217,805.95
Sacramento County Treasurer	2,376,196.97
State Treasurer - Local Agency Investment Fund	3,595,527.72
City of Sacramento - Pool A	2,059,781.64

March 2019 - Operations and Maintenance Cash Flow			
Beginning Balance			2,450,810.58
	Income	Expense	
Current months receipts	1.86		1.86
Transfer from money market account	550,000.00		550,000.00
Accounts Payable*		(298,751.40)	(298,751.40)
Payroll		(162,565.54)	(162,565.54)
Ending Balance			2,539,495.50

*See Attached Check Register

Current months receipts are made up of the following:

Bank of the West Interest 1.86

The district also received \$157,066.48 into the County Treasury during February 2019. Because of the timing of receipt of the County Treasury statements, these amounts were not previously reported. Amounts are for the FY 19 Sutter County tax assessments.

DATE: April 12, 2019

AGENDA ITEM NO. 5.3

TITLE: Expenditure Report

SUBJECT: Review and Accept Report for March 2019

EXECUTIVE SUMMARY:

This Staff Report is intended to advise the Board of monthly expenditures and provide an explanation of any expenses outside of the usual course of business.

Staff recommends the Board review and accept the Expenditure Report for March 2019.

BACKGROUND:

Expenses

The Administrative Services Manager reviews and the General Manager approves expenditures. This activity is disclosed monthly as an attachment to this staff report.

A highlight of higher range expenditures for the month of March:

- DFS Flooring - Budgeted office improvement at \$16,709.00
- Customer deposit refund to MCM Construction \$8,176.93. The District typically requires and retains deposits for construction and development projects. Deposits are refunded at project end.
- Power at Plant 4 \$16,572.86 - Pumping excess water due to inclement weather
- Payroll at \$68,329.05. Field crew 24/7 levee patrols spiked payroll expenses in March.
- Power at all plants, except Plant 4 - \$135,887.65 - Pumping excess water due to inclement weather
- Consulting services by H.T. Harvey & Associates \$7429.53

RECOMMENDATION:

Staff recommends the Board review and accept the Expenditure Report for March 2019.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

1. March 2019 Expenditure Report

STAFF RESPONSIBLE FOR REPORT:



Joleen Gutierrez, Administrative Services Manager

Date: 04/05/2019



Kevin L. King, General Manager

Date: 04/05/2019

	Type	Date	Num	Name	Memo	Debit	Credit	Balance
Cash and Investments								74,613.61
1010.00 - Bank of the West Checking Acct								74,613.61
General Journal		03/04/2019			3/1/18 payroll		47,176.50	27,437.11
General Journal		03/04/2019			3/1/18 payroll		23,593.18	3,843.93
General Journal		03/04/2019			3/1/18 payroll		97.80	3,746.13
General Journal		03/04/2019			3/1/18 payroll, #10036		403.90	3,342.23
General Journal		03/04/2019			3/1/18 payroll, #10037		415.58	2,926.65
Transfer		03/05/2019			Funds Transfer	200,000.00		202,926.65
Check		03/07/2019	40395	ACWA JPIA			1,713.47	201,213.18
Bill Pmt -Check		03/07/2019	40396	Airgas NCN			328.54	200,884.64
Bill Pmt -Check		03/07/2019	40397	AT&T			275.81	200,608.83
Bill Pmt -Check		03/07/2019	40398	Brookman Protection Services, Inc.			14,400.00	186,208.83
Bill Pmt -Check		03/07/2019	40400	DFS Flooring			16,709.00	169,499.83
Bill Pmt -Check		03/07/2019	40401	Employee Relations, Inc.			78.30	169,421.53
Bill Pmt -Check		03/07/2019	40402	Grace Consulting			1,050.00	168,371.53
Bill Pmt -Check		03/07/2019	40403	Interstate Oil Company			3,779.82	164,591.71
Bill Pmt -Check		03/07/2019	40404	Joleen Gutierrez			7.50	164,584.21
Check		03/07/2019	40405	MCM Construction			8,176.93	156,407.28
Bill Pmt -Check		03/07/2019	40406	Mead & Hunt			2,078.50	154,328.78
Bill Pmt -Check		03/07/2019	40407	Neat Freak Clean, LLC			280.00	154,048.78
Bill Pmt -Check		03/07/2019	40408	Paul Devereux			180.48	153,868.30
Bill Pmt -Check		03/07/2019	40409	Smile Business Products			240.47	153,627.83
Bill Pmt -Check		03/07/2019	40410	Sterling May Equipment Co. Inc.			1,739.37	151,888.46
Bill Pmt -Check		03/07/2019	40411	Steve Yaeger Consulting			4,562.00	147,326.46
Bill Pmt -Check		03/07/2019	40412	US Bank Corp			3,273.34	144,053.12
Bill Pmt -Check		03/07/2019	40413	Valley Tire Center, Inc.			19.00	144,034.12
Bill Pmt -Check		03/07/2019	40414	Water Rite Products, Inc.			88.21	143,945.91
Bill Pmt -Check		03/07/2019	40415	West Yost Associates			2,149.68	141,796.23
Bill Pmt -Check		03/07/2019	EFT	PG&E			186.27	141,609.96
Check		03/08/2019	EFT	Cal Pers			8,032.26	133,577.70

Bill Pmt -Check	03/08/2019	EFT	Napa Auto Parts		285.99	133,291.71
Check	03/08/2019	EFT	Cal Pers		841.48	132,450.23
Bill Pmt -Check	03/11/2019	EFT	Comcast		158.30	132,291.93
Check	03/11/2019	EFT	Intuit Quickbooks		322.54	131,969.39
Bill Pmt -Check	03/11/2019	EFT	Alhambra & Sierra Springs		151.02	131,818.37
Bill Pmt -Check	03/14/2019	EFT	City of Sacramento		4.38	131,813.99
Bill Pmt -Check	03/14/2019	EFT	PG&E		16,574.86	115,239.13
Bill Pmt -Check	03/14/2019	EFT	Waste Management of Sacramento		473.18	114,765.95
Bill Pmt -Check	03/14/2019	40416	A T.E.E.M. Electrical Engineering, Inc.		500.00	114,265.95
Bill Pmt -Check	03/14/2019	40417	Berkshire Hathaway Homestate Companies		2,600.72	111,665.23
Bill Pmt -Check	03/14/2019	40418	Blankinship & Associates, Inc.		3,999.40	107,665.83
Bill Pmt -Check	03/14/2019	40419	Carson Landscape Industries		695.00	106,970.83
Bill Pmt -Check	03/14/2019	40420	Chavez, Silva & Company		1,827.50	105,143.33
Bill Pmt -Check	03/14/2019	40421	Day Carter & Murphy LLP		6,925.00	98,218.33
Bill Pmt -Check	03/14/2019	40422	Grainger, Inc.		365.58	97,852.75
Bill Pmt -Check	03/14/2019	40423	Great America Financial Services		304.85	97,547.90
Bill Pmt -Check	03/14/2019	40424	Jim Clifton		1,379.45	96,168.45
Bill Pmt -Check	03/14/2019	40425	Sacramento County Utilities		227.40	95,941.05
Bill Pmt -Check	03/14/2019	40426	Sacramento Metropolitan Air Quality Mgmt		4,311.00	91,630.05
Bill Pmt -Check	03/14/2019	40427	The Sacramento Bee		391.19	91,238.86
Bill Pmt -Check	03/14/2019	40428	US HealthWorks		270.00	90,968.86
Transfer	03/19/2019		Funds Transfer	150,000.00		240,968.86
Check	03/19/2019	EFT	Cal Pers		18,822.89	222,145.97
Check	03/19/2019	EFT	Cal Pers		500.00	221,645.97
Check	03/19/2019	EFT	Cal Pers		7,271.37	214,374.60
Check	03/19/2019	EFT	Cal Pers	Payroll ended 2/28/19	2,201.18	212,173.42
Check	03/19/2019	EFT	Cal Pers	Payroll ended 2/28/19	1,758.52	210,414.90
Bill Pmt -Check	03/19/2019	40429	Rocky Mountain Auto Works		205.50	210,209.40
General Journal	03/19/2019		3/15/19 payroll		68,329.05	141,880.35
General Journal	03/19/2019		3/15/19 payroll		22,464.78	119,415.57
General Journal	03/19/2019		3/15/19 payroll		84.75	119,330.82
Bill Pmt -Check	03/22/2019	40433	Barnett Heating & Air		468.00	118,862.82
Bill Pmt -Check	03/22/2019	40432	MBK Engineers		2,107.50	116,755.32

Bill Pmt -Check	03/22/2019	40431	Streamline		200.00	116,555.32	
Bill Pmt -Check	03/22/2019	40430	Terrapin Technology Group		895.94	115,659.38	
Bill Pmt -Check	03/25/2019	EFT	City of Sacramento		138.81	115,520.57	
Bill Pmt -Check	03/25/2019	EFT	City of Sacramento		30.28	115,490.29	
Bill Pmt -Check	03/25/2019	EFT	The Home Depot		121.17	115,369.12	
Bill Pmt -Check	03/27/2019	40443	SMUD		135,887.65	-20,518.53	
Bill Pmt -Check	03/27/2019	40442	Sonitrol		2,037.72	-22,556.25	
Bill Pmt -Check	03/27/2019	40434	Aramark		571.11	-23,127.36	
Bill Pmt -Check	03/27/2019	40435	Barnett Heating & Air		526.25	-23,653.61	
Bill Pmt -Check	03/27/2019	40436	County of Sacramento		407.00	-24,060.61	
Bill Pmt -Check	03/27/2019	40437	Green Light Termite and Pest		75.00	-24,135.61	
Bill Pmt -Check	03/27/2019	40438	H.T. Harvey & Associates		7,429.53	-31,565.14	
Bill Pmt -Check	03/27/2019	40439	Larsen Wurzel & Associates		4,342.00	-35,907.14	
Bill Pmt -Check	03/27/2019	40440	Neopost, Inc.		47.42	-35,954.56	
Bill Pmt -Check	03/27/2019	40441	Paul Devereux		102.56	-36,057.12	
Bill Pmt -Check	03/27/2019	40444	Yolo County Public Works		252.00	-36,309.12	
Transfer	03/28/2019		Funds Transfer	200,000.00		163,690.88	
Bill Pmt -Check	03/28/2019	EFT	PG&E		1.57	163,689.31	
General Journal	03/29/2019		Bank of the West	March 2019 interest on Bank of the West operating account	1.86	163,691.17	
Bill Pmt -Check	03/29/2019	EFT	Verizon		392.64	163,298.53	
Total 1010.00 · Bank of the West Checking Acct					<u>550,001.86</u>	<u>461,316.94</u>	<u>163,298.53</u>
Total Cash and Investments					<u>550,001.86</u>	<u>461,316.94</u>	<u>163,298.53</u>
					<u>550,001.86</u>	<u>461,316.94</u>	<u>163,298.53</u>

DATE: April 12, 2019

AGENDA ITEM NO. 5.4

TITLE: Budget to Actual Report

SUBJECT: Review and Accept report for March 2019

EXECUTIVE SUMMARY:

This Staff Report is intended to provide a monthly budgetary snapshot of how well the District is meeting its set budget goals for the fiscal year. The monthly Budget to Actual Report contains a three-column presentation of actual expenditures, budgeted expenditures, and percentage of the budget. Each line item compares budgeted amounts against actual to date expenses. Significant budgeted line item variances (if any) will be explained in the Executive Summary of this report.

District Staff has spent time in the past month looking into expenditures for the previous nine months and researching current budget overages. It has been determined that the District's accountant has miscoded a handful of expenditures which have led to inaccurate overages in the following line items: Government Fees/Permits, SAFCA Assesment/Property Tax, Computer Costs, Administrative Services, Admin. Misc Other, Small Office Equipment, and OPEB ARC.

Staff has worked diligently to correct all errors and make necessary adjustments with the accountant. Staff is confident that accounting inaccuracies have been resolved and that the March 2019 Budget to Actual Report is a more accurate reflection of the district's spending to date.

Also discovered, the District's OPEB – ARC payment was erroneously credited toward FY 17/18. Because of this, the District's budgeted \$28,000 for the FY 18/19 OPEB ARC payment will not be used. Annuitant Health Care now has its own line item on the Budget to Actual Report to reflect this expense is different than the OPEB ARC line item; hence, no longer combined.

Staff recommends the Board review and accept the Budget to Actual Report for March 2019.

BACKGROUND:

Budget

The Board of Trustees adopts a budget annually in June. Staff prepares the Budget which shows current year budget versus expenditures and a proposed budget for the next fiscal year.

Three committees review the draft budget before being presented to the Board for adoption in June. The Personnel Committee reviews the wage and benefits portion of the Budget. The Operations Committee reviews the Capital expenditures Budget. After the two committees review and make recommendations to the budget, the final draft is prepared for the Finance Committee to consider. After review by the Finance Committee, the final Budget is presented to the Board for adoption at a regular Board meeting.

RECOMMENDATION:

Staff recommends the Board review and accept the Budget to Actual Report for March 2019.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

1. Budget to Actual Report

STAFF RESPONSIBLE FOR REPORT:



Joleen Gutierrez, Administrative Services Manager

Date: 04/05/2019



Kevin L. King, General Manager

Date: 04/05/2019

Reclamation District No. 1000
Budget to Actual Comparison
July 1, 2018 to March 31, 2019 (Nine Months Ending of Fiscal 2019)

	Year to Date July 1, 2018 to March 31, 2019	Budget	Percent of Budget
Operation & Maintenance Income			
Property Assessments	1,255,519	2,250,000	55.80%
Rents	14,903	20,000	74.52%
Interest Income	77,658	50,000	155.32%
SAFCA - O/M Assessment	-	1,400,000	0.00%
Misc Income	8,319	-	Not Budgeted
FEMA/OES Disaster Reimbursement	1,041,811	-	Not Budgeted
Gain on Capital Asset Disposal	6,400	-	Not Budgeted
Total	2,404,610	3,720,000	64.64%
Restricted Fund			
Metro Airpark Groundwater Pumping	-	22,000	0.00%
Total Combined Income	2,404,610	3,742,000	64.26%
Operations and Maintenance - Expense			
Administration			
Government Fees/Permits	10,766	12,000	89.72%
Legal	64,525	100,000	64.53%
Liability/Auto Insurance	107,637	110,000	97.85%
Office Supplies	3,852	5,500	70.04%
Computer Costs	13,652	17,000	80.31%
Accounting/Audit	35,574	45,000	79.05%
Admin. Services	10,228	17,000	60.16%
Utilities (Phone/Water/Sewer)	17,937	22,000	81.53%
Mit. Land Expenses	2,592	3,000	86.40%
Administrative Consultants	41,767	52,000	80.32%
Assessment/Property Taxes (SAFCA - CAD)	6,864	6,350	108.09%
Admin - Misc./Other Expenses	3,807	5,000	76.14%
Memberships	31,014	30,000	103.38%
Office Maintenance & Repair	10,730	24,000	44.71%
Payroll Service	1,718	3,000	57.27%
Public Relations	18,237	40,000	45.59%
Small Office & Computer Equipment	4,088	5,000	81.76%
Sub Total	384,988	496,850	77.49%
Personnel/Labor			
Wages	724,560	1,000,000	72.46%
Group Insurance (employee health insurance)	76,023	130,000	58.48%
Worker's Compensation Insurance	29,630	40,000	74.08%
OPEB - CERBT ADC	-	28,000	0.00%
Annuitant Health Care	54,982	-	Not Budgeted
Dental/Vision/Life	16,976	26,000	65.29%
Payroll Taxes	55,677	77,500	71.84%
Pension	138,520	165,000	83.95%
Continuing Education	3,871	15,000	25.81%
Trustee Fees	26,325	39,000	67.50%
Sub Total	1,126,564	1,520,500	74.09%

Operations			
Power	447,304	500,000	89.46%
Supplies/Materials	15,957	22,000	72.53%
Herbicide	79,287	115,000	68.95%
Fuel	34,435	65,000	52.98%
Field Services	44,839	142,000	31.58%
Field Operations Consultants	18,641	20,000	93.21%
Equipment Rental	100	10,000	1.00%
Refuse Collection	8,459	25,000	33.84%
Equipment Repair/Service	999	22,000	4.54%
Equipment Parts/Supplies	27,010	60,000	45.02%
Facility Repairs	54,957	273,000	20.13%
Shop Equipment (not vehicles)	2,989	9,000	33.21%
Field Equipment	-	8,000	0.00%
Misc/Other 2	117	-	Not Budgeted
FEMA Fees	1,800	-	Not Budgeted
Sub Total	736,894	1,271,000	57.98%
Equipment			
Equipment	146,908	150,000	97.94%
Sub Total	146,908	150,000	97.94%
Consulting/Contracts/Memberships			
Engineering/Technical Consultants	130,565	250,000	52.23%
Security Patrol	41,250	80,000	51.56%
Sub Total	171,815	330,000	52.07%
Total O & M Expenses	2,567,169	3,768,350	68.12%
Capital Expenses			
Capital Office Upgrades	21,280	15,000	141.87%
Capital RE Acquisition	5,500	120,000	4.58%
Capital Office Facility Repair	18,571	30,000	61.90%
Document Management	8,807	8,800	100.08%
Capital Facilities	264,815	715,000	37.04%
Sub Total	318,973	888,800	35.89%
Total All Expenditures	2,886,142	4,657,150	61.97%

DATE: April 12, 2019

AGENDA ITEM NO. 5.5

TITLE: Ratification of Utility Agreement

SUBJECT: Review and Consider Adoption of Ratification of Utility Agreement with State of California Department of Transportation – Metro Air Parkway

EXECUTIVE SUMMARY:

Reclamation District 1000 (District; RD 1000) has been working with Mead & Hunt and Cal Trans Consulting Engineer, Jake Weir (Mark Thomas, Inc.) regarding the proposed Metro Air Parkway Improvements. The proposed project, a new interchange at Metro Air Park and Interstate 5, has been in planning for many years, and will require relocation of an RD 1000 drainage channel and acceptance of a County waterline encroachment in the RD 1000 channel embankment. Cal Trans requested RD 1000 sign a Utility Agreement (Attachment 1) prior to the April Board meeting, so they may finish their construction drawings and go out to bid by April 8, 2019.

The agreement allows RD 1000 to be reimbursed for design review and construction inspection expenditures (approx. \$15,000). Mead & Hunt reviewed the proposed plans and has been working on RD 1000's behalf to minimize impacts. Mead & Hunt recommended RD 1000 accept the improvements/relocation as proposed. District Counsel reviewed the proposed Utility Agreement and made recommendations for clarification. Cal Trans responded satisfactorily to those requests. General Manager King signed the Utility Agreement on Friday (3/29).

Staff requests the Board review and consider ratification of the Utility Agreement as provided in Attachment 1 of this staff report.

RECOMMENDATION:

Staff recommends the Board review and consider ratification of the Utility Agreement as provided in Attachment 1 of this staff report.

FINANCIAL IMPACT:

District will receive reimbursement of approximately \$15,000 for work done to review plans and perform inspections.

ATTACHMENTS:

1. Utility Agreement – Metro Air Parkway

STAFF RESPONSIBLE FOR REPORT:



Kevin L. King, General Manager

Date: 04/08/2019

UTILITY AGREEMENT NO. 2503.7L

DISTRICT 03	COUNTY Sacramento	ROUTE 5	POST MILE R29.5/32.7	PROJECT ID 425501
FEDERAL AID NUMBER N/A		OWNER'S FILE NUMBER I-5/Metro Air Parkway Project Plans Sheets 64-70, dated 12/18/2018		
FEDERAL PARTICIPATION				
On The Project <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		On The Utilities <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

UTILITY AGREEMENT NO. 2503.7L

DATE 3/29/19

The County of Sacramento, hereinafter called "LOCAL AGENCY", acting on behalf of the State of California through the Department of Transportation, hereinafter called "STATE," proposes to construct a new interchange at Metro Air Parkway and Interstate 5 (I-5) to provide freeway access for a portion of the Sacramento International Airport and Metro Air Park Special Planning Area.

And: **RECLAMATION DISTRICT 1000 (RD-1000)**

Hereinafter called "OWNER" owns and maintains existing drainage canal within the limits of LOCAL AGENCY's project which requires relocation of said facilities to accommodate LOCAL AGENCY's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 2503.7L dated 3/29/19, LOCAL AGENCY shall relocate OWNER's drainage canal as shown on LOCAL AGENCY's contract plans for the improvement of Interstate 5/Metro Parkway Interchange, EA 425501 which by this reference are made a part thereof. OWNER hereby acknowledges review of the LOCAL AGENCY's plans for the work and agrees to the construction manner proposed.

Deviations from the plans described above initiated by either the LOCAL AGENCY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the LOCAL AGENCY and agreed to/acknowledged by the OWNER, will constitute an approved revision of the plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner. OWNER shall have the right to inspect the work during construction. Upon completion of the work by LOCAL AGENCY, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to LOCAL AGENCY ownership of the replaced facilities, except in the case of liability determined pursuant to Water Code sections 7034 or 7035.

II. LIABILITY FOR WORK

The existing facilities are located in their present condition pursuant to rights superior to those of the LOCAL AGENCY and will be relocated at LOCAL AGENCY expense.

III. PERFORMANCE OF WORK

OWNER shall have access to all phases of the relocation work to be performed by LOCAL AGENCY, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Construction Contract; however, all questions regarding the work being performed will be directed to LOCAL AGENCY's Resident Engineer for their evaluation and final disposition.

IV. PAYMENT FOR WORK

The LOCAL AGENCY shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense. The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles.

It is understood and agreed that the LOCAL AGENCY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the LOCAL AGENCY for the accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit itemized progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by LOCAL AGENCY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the LOCAL AGENCY within 360 days after the completion of the work described in Section I above. If the LOCAL AGENCY has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and LOCAL AGENCY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements for OWNER's facilities (if required), STATE will provide written notification to OWNER of its intent to close its file within 30 days. OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the LOCAL AGENCY processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the LOCAL AGENCY shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by LOCAL AGENCY. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of LOCAL AGENCY.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. In performing work under this Agreement, OWNER agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse AGENCY upon receipt of AGENCY billing. If OWNER is subject to repayment due to failure by State/Local Public Agency (LPA) to comply with applicable laws, regulations, and ordinances, then State/LPA will ensure that OWNER is compensated for actual cost in performing work under this agreement.

The LOCAL AGENCY shall perform the work under section I above at no expense to OWNER except as hereinafter provided.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of LOCAL AGENCY's request of August 5, 2010 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If LOCAL AGENCY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, STATE will notify OWNER in writing and LOCAL AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of LOCAL AGENCY under the terms of this Agreement are subject to the passage of the annual Budget Act by the State Legislature and the allocation of those funds by the California Transportation Commission.

LOCAL AGENCY will acquire new rights of way in the name of either the LOCAL AGENCY or OWNER through negotiation or condemnation and when acquired in LOCAL AGENCY's name, shall convey same to OWNER by Director's Easement Deed. LOCAL AGENCY's liability for such rights of way will be at the proration shown for relocation work involved under this Agreement.

OWNER shall submit a Notice of Completion to the LOCAL AGENCY within 30 days of the completion of the work described herein.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

In addition, the provisions of 23 CFR 635.410, Buy America, are also incorporated into this agreement. The Buy America requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

THE ESTIMATED COST TO LOCAL AGENCY FOR ITS SHARE OF THE ABOVE DESCRIBED WORK IS \$599,000.

UTILITY AGREEMENT NO. 2503.7L

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

COUNTY OF SACRAMENTO:

OWNER:

By: Ron E. Vicari 4/2/19
Ron E. Vicari Date

By: Kevin L. King 3/29/2019
Kevin L. King, General Manager Date

DATE: April 12, 2019

AGENDA ITEM NO. 5.6

TITLE: Authorization to Accept Easement

SUBJECT: Review and Consider Adoption of Resolution No. 2019-4-1 Authorizing General Manager to Accept Grant of Easement Deed from Granite Bay – Natomas Meadows

EXECUTIVE SUMMARY:

Reclamation District 1000 (District; RD 1000) has been working with the City of Sacramento and Granite Bay – Natomas Meadows (Developer) on the Natomas Place Development Project. Per conditions of approval placed on the Project, the Developer and City were required to provide legal access to the District's C1 Canal allowing for ongoing maintenance and operation. The Developer has provided the required access easement as provided in the exhibits to Attachment 1 of this staff report.

Staff recommends the Board review and consider adoption of Resolution No. 2019-4-1 authorizing the General Manager to accept the Grant of Easement Deed as provided in Attachment 1 of this staff report.

RECOMMENDATION:

Staff recommends the Board review and consider adoption of Resolution No. 2019-4-1 authorizing the General Manager to accept the Grant of Easement Deed as provided in Attachment 1 of this staff report.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

1. Resolution No. 2019-4-1: Authorizing the General Manager to Accept Grant of Easement Deed from Granite Bay – Natomas Place

STAFF RESPONSIBLE FOR REPORT:



Kevin L. King, General Manager

Date: 04/05/2019



**RECLAMATION DISTRICT NO. 1000
RESOLUTION NO. 2019-4-1**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT NO. 1000
AUTHORIZING THE GENERAL MANAGER TO ACCEPT GRANT OF EASEMENT DEED FROM
GRANITE BAY – NATOMAS MEADOWS, LP**

At a regular meeting of the Board of Trustees of Reclamation District No. 1000 held at the District Office on the 12th day of April 2019, the following resolution was approved and adopted:

WHEREAS, the Board of Trustees (“Board”) of Reclamation District No. 1000 (“District”) is a reclamation district created by act of the legislature of the State of California, approved April 8, 1911; and,

WHEREAS, the Granite Bay – Natomas Meadows, LP (“Owner”) is a limited partnership established pursuant to the laws of the State of Washington; and,

WHEREAS, Owner has the need to convey easement deeds to District, to allow District to maintain access for the District’s purpose and use for existing and future flood control projects; and,

WHEREAS, Owner has provided to District an easement deed as provided in Attachment No. 1 to this resolution; and,

WHEREAS, pursuant to Government Code section 27281, the District Board has authority to accept such assignment of easements from Owner upon the execution of the certificate of acceptance set forth in Attachment No. 1 to this resolution; and,

WHEREAS, the Board desires to authorize the District General Manager to execute the certificate of acceptance on behalf of the District.

NOW THEREFORE BE IT RESOLVED THAT: The Board of Trustees of Reclamation District No. 1000 hereby accepts the grant of easement deed from Owner as provided in Attachment No. 1 of this resolution and authorizes the General Manager to execute the certification of acceptance.

ON A MOTION BY Trustee Harris, seconded by Trustee Barandas the foregoing resolution was passed and adopted by the Board of Trustees of Reclamation District No. 1000, this 12th day of April 2019, by the following vote, to wit:

AYES: 6 Trustees: Smith, Barandas, Harris, Christophel, Avdis, Burns
NOES: 0 Trustees:
ABSTAIN: 0 Trustees:
RECUSE: 0 Trustees:
ABSENT: 1 Trustees: Gilbert



Jeff Smith

President, Board of Trustees
Reclamation District No. 1000

CERTIFICATION:

I, Joleen Gutierrez, Secretary of Reclamation District No. 1000, hereby certify that the foregoing Resolution 2019-4-1 was duly adopted by the Board of Trustees of Reclamation District No. 1000 at the regular meeting held on the 12th of April 2019 and made a part of the minutes thereof.



Joleen Gutierrez, District Secretary

.....

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated _____ from the first party to the RECLAMATION DISTRICT NO. 1000 (“RD 1000”), is hereby accepted pursuant to RD 1000 Board of Trustees Resolution No. 2019-4-1, and the Grantee consents to recordation thereof by its duly authorized officer.

By _____ Dated: _____, 20__

Kevin L. King
General Manager

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

NAME Reclamation District No. 1000

MAILING ADDRESS 1633 Garden Highway

CITY, STATE ZIP CODE Sacramento, CA 95833

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Documentary Transfer Tax \$ - 0 -
 Computed on value of interest conveyed.
 Computed on value of interest conveyed less liens
and encumbrances remaining thereon at time of sale.
 No property transfer tax due.

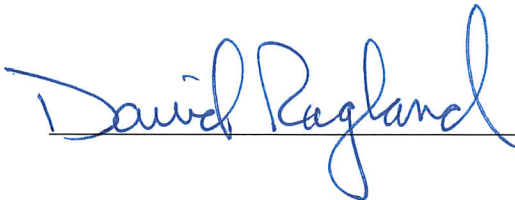
By: _____

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, GRANITE BAY-NATOMAS MEADOWS, LP, a Washington Limited Partnership (“Grantor”), hereby grants to RECLAMATION DISTRICT NO. 1000, a public entity of the State of California created under Cal. Stats. 1911, Chapter 412, its successors and assigns (“Grantee”), a non-exclusive and perpetual easement for ingress and egress, together with the right to improve and repair same with AB and asphalt, upon and across that certain real property located in the County of Sacramento as described on Exhibit “A” (the “Access Easement”) and shown on Exhibit “B” attached hereto and incorporated herein by this reference. Grantor covenants and agrees for itself, its successors and assigns, as a covenant running with the land, that Grantor will not commence or allow other uses in the Easement Area which may interfere with Grantee’s use, operation, maintenance or replacement of its drainage channel, and agrees to provide to Grantee an opportunity to review and approve of any such other uses within the Easement Area prior to the granting of any rights therefore or the commencement of any such other uses.

Dated: _____, 2019

GRANTOR



ALL-PURPOSE ACKNOWLEDGMENT FOR CALIFORNIA

STATE OF CALIFORNIA)

COUNTY OF SACRAMENTO) ss.

On March 7th, 2019, before me, Renee C. Kelty, Notary Public
 Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared David Ragland
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Renee C. Kelty
 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

_____ Title(s)

- Partner(s) Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is representing:
 Name Of Person(s) Or Entity(ies)

_____ Title or Type of Document

_____ Number Of Pages

_____ Date Of Document

_____ Signer(s) Other Than Named Above

EXHIBIT A
Legal Description
Access Easement

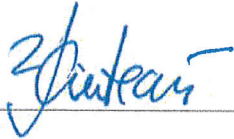
Real property situate in the City of Sacramento, County of Sacramento, State of California described as follows:

Being a portion of Parcel "C", as said parcel is shown on the parcel map entitled Amended Master Parcel Map of Natomas Place, filed on November 10, 2009 in Book 214 of Parcel Maps at Page 6, Sacramento County Records together with a portion of Lot "F", as said lot is shown on the final map entitled Natomas Place-Village 5, Phase 1, filed on December 12, 2016 in Book 394 of Maps at Page 10, Sacramento County Records and more particularly described as follows:

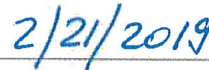
Beginning at the northwest corner of said Parcel "C", said corner being also the southwest corner of said Lot "F"; thence northerly along the west line of said Lot "F", North 0°44'45" West a distance of 10.00 feet; thence leaving last said line, North 89°10'30" East a distance of 25.00 feet to the east line of said Lot "F"; thence southerly along said east line, South 0°44'45" East a distance of 10.00 feet to the southeast corner of said Lot "F", said corner being also a point on the north line of said Parcel "C"; thence along said north line of Parcel "C", North 89°10'30" East a distance of 11.96 feet; thence leaving last said line, South 0°49'30" East a distance of 25.00 feet; thence North 89°10'30" East a distance of 20.00 feet; thence South 0°49'30" East a distance of 5.00 feet to the south line of said Parcel "C"; thence along said south line of Parcel "C", South 89°10'30" West a distance of 57.00 feet to the southwest corner of said Parcel "C"; thence along the west line of said Parcel "C", North 0°44'45" West a distance of 30.00 feet to the **Point of Beginning**.

Containing an area of 1,459 square feet, more or less.

See **Exhibit B** – Plat to Accompany Legal Description which is attached hereto and made a part hereof.




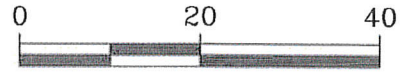
Christian Cinteau, LS 8941



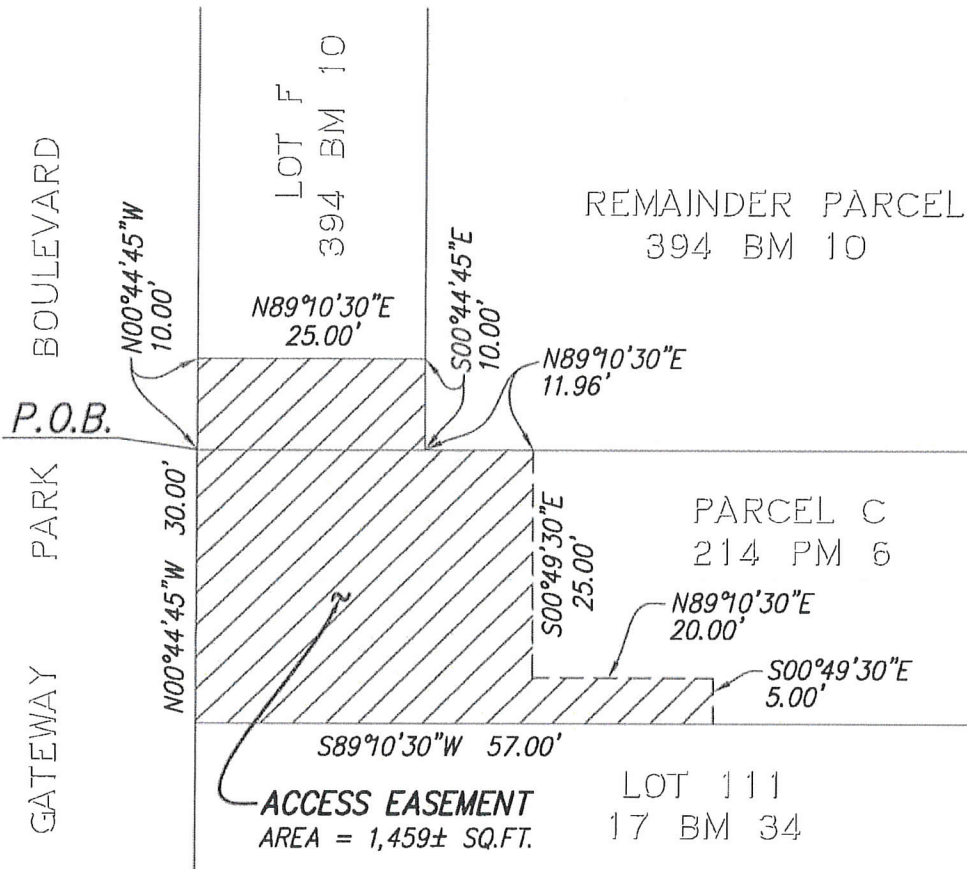
Date

LEGEND

- P.O.B.** POINT OF BEGINNING
-  ACCESS EASEMENT
- SQ.FT. SQUARE FEET



1 inch = 20 ft.



Chris Cinteau

CHRIS CINTEAN, L.S. 8941



G:\NATOMAS PLACE\Mapping\RD-1000 ACCESS ESMT.dwg



RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
ACCESS EASEMENT
RECLAMATION DISTRICT NO. 1000
 CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA

SCALE:
1"=20'

DATE:
2-21-2019

JOB NO.:
155021.40C

DATE: April 12, 2019

AGENDA ITEM NO. 5.7

TITLE: Authorization to Grant Easement

SUBJECT: Review and Consider Adoption of Resolution No. 2019-4-2 Authorizing General Manager to Grant Easement Deed Pacific Gas & Electric Company

EXECUTIVE SUMMARY:

Reclamation District 1000 (District; RD 1000) has been working with the Sacramento Area Flood Control Agency (SAFCA), the United States Army Corps of Engineers (USACE) and the Pacific Gas & Electric Company (PG&E) on the reconstruction of the District's Pumping Plant No. 4. For the project to move forward PG&E needs to relocate their overhead lines and the District needs to grant an easement to PG&E for the new location. PGE is still reviewing the proposed easement language from SAFCA, nevertheless staff is asking the Board to review and consider adoption of Resolution 2019-4-2 authorizing the General Manager to grant the easement "in substantial conformance" as provided in Attachment 1 of this staff report.

Staff recommends the Board review and consider adoption of Resolution No. 2019-4-2 authorizing the General Manager to Grant Easement Deed as provided in Attachment 1 of this staff report.

RECOMMENDATION:

Staff recommends the Board review and consider adoption of Resolution No. 2019-4-2 authorizing the General Manager to Grant of Easement Deed, "in substantial conformance" as provided in Attachment 1 of this staff report.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

1. Resolution No. 2019-4-2: Authorizing the General Manager to Grant Easement Deed to Pacific Gas & Electric Company

STAFF RESPONSIBLE FOR REPORT:



Kevin L. King, General Manager

Date: 04/05/2019



**RECLAMATION DISTRICT NO. 1000
RESOLUTION NO. 2019-4-2**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT NO. 1000
AUTHORIZING THE GENERAL MANAGER TO GRANT EASEMENT DEED TO PACIFIC GAS &
ELECTRIC COMPANY**

At a regular meeting of the Board of Trustees of Reclamation District No. 1000 held at the District Office on the 12th day of April 2019, the following resolution was approved and adopted:

WHEREAS, the Board of Trustees (“Board”) of Reclamation District No. 1000 (“District”) is a reclamation district created by act of the legislature of the State of California, approved April 8, 1911; and,

WHEREAS, the Pacific Gas & Electric Company (PG&E), a corporation established pursuant to the laws of the State of California; and,

WHEREAS, District has the need to convey easement deed to PG&E, to allow PG&E to relocate PG&E facilities; and,

WHEREAS, District has provided to PG&E an easement deed as provided in Attachment No. 1 to this resolution; and,

WHEREAS, the Board desires to authorize the District General Manager to grant the easement on behalf of the District.

NOW THEREFORE BE IT RESOLVED THAT: The Board of Trustees of Reclamation District No. 1000 hereby grants easement deed to PG&E as provided in Attachment No. 1 of this resolution and authorizes the General Manager to grant said easement.

ON A MOTION BY Trustee Christophel, seconded by Trustee Burns, the foregoing resolution was passed and adopted by the Board of Trustees of Reclamation District No. 1000, this 12th day of April 2019, by the following vote, to wit:

AYES: 6 Trustees: Smith, Barandas, Harris, Christophel, Avdis, Burns

NOES: 0 Trustees:

ABSTAIN: 0 Trustees:

RECUSE: 0 Trustees:

ABSENT: 1 Trustees: Gilbert



Jeff Smith

President, Board of Trustees

Reclamation District No. 1000

CERTIFICATION:

I, Joleen Gutierrez, Secretary of Reclamation District No. 1000, hereby certify that the foregoing Resolution 2019-4-2 was duly adopted by the Board of Trustees of Reclamation District No. 1000 at the regular meeting held on the 12th of April 2019 and made a part of the minutes thereof.



Joleen Gutierrez, District Secretary

Portion of Assessor's Parcel Number 35-130-018

RECLAMATION DISTRICT NO. 1000, a reclamation district created by act of the legislature of the State of California, approved April 8, 1911,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, a non-exclusive easement that allows Grantee the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use electrical distribution facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the County of Sutter, State of California.

Said lands of Grantor are described as follows:

1. Lot 137, as said Lot is shown on the "Map of Natomas Bennett Subdivision", filed for record March 25, 1921 in Book 3 of Maps Pages 83 to 87, Sutter County Records; and
2. An adjustment to the northerly line of Lot 137, as said Lot is shown on the "Map of Natomas Bennett Subdivision", filed for record March 25, 1921 in Book 3 of Maps Pages 83 to 87, Sutter County Records, and Lots 15 and 16, as said Lots are shown on the "Map of Natomas Goodland Subdivision", filed for record November 21, 1919 in Book 3 of Maps Pages 29 to 34, Sutter County Records, as said adjustment is described in that document recorded January 5, 1990 in Book 1331 at Page 601, Records of said County.

Grantee's ingress and egress to and from the easement area utilizing said lands shall be limited to the area immediately adjacent to Grantee's electrical distribution facilities within said lands and existing access ramps and toe of levee patrol roads of the adjacent flood control facilities.

Said electrical distribution facilities and easement area are described as follows:

A single line of poles supporting such aerial wires, cables, electrical conductors with associated crossarms, braces, transformers, anchors, guy wires and cables, fixtures and appurtenances, as Grantee deems necessary for the delivery of electric energy, located within a strip of land thirty (30) feet in width, the centerline of which is shown upon Exhibit A and shown as PG&E

Easement on Exhibit B, both attached hereto and made a part hereof. Such anchors, guy wires and cables, guy stubs, and fixtures as Grantee deems necessary, extending away from said centerline but within said strip of land, installed at such locations as Grantee shall from time to time deem necessary.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said Easement Area, and Grantee shall have the further right, from time to time, to trim or top trees located on adjacent lands of Grantor along each side of said Easement Area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the electrical distribution facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations related thereto.

Grantor shall not erect or construct any building or other structure or drill or operate any well within said Easement Area. This prohibition shall not preclude Grantor, its successors or assigns, from constructing and maintaining canals, ditches, embankments, pipelines or other similar drainage and irrigation facilities across or adjacent to said Easement Area.

Grantee shall ensure that all facilities installed pursuant to this Easement shall be in compliance with the Public Utilities Commission's General Safety Orders and with California Code of Regulations Title 23 Waters with regard to clearances to wires installed hereunder.

The rights granted herein shall be subject to and subordinate to the rights and regulations of the United States of America, the State of California, Reclamation District No. 1000 and/or the Sacramento Area Flood Control Agency, their successors and assigns, to construct, reconstruct, repair, alter, augment, inspect, operate and maintain flood control works within and adjacent to said Easement Area.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated: _____, _____.

RECLAMATION DISTRICT NO. 1000

By: _____

By: _____

EXHIBIT "A"
PACIFIC GAS AND ELECTRIC COMPANY (PG&E) EASEMENT
LEGAL DESCRIPTION

A strip of land 30.00 feet wide in the County of Sutter, State of California, in Section 18, Township 11 North, Range 4 East, Mount Diablo Meridian, being a portion of Lot 137 as said lot is shown on that certain plat entitled "Map of Natomas Bennett Subdivision" filed in Book 3 of Surveys at Pages 83 to 86, Sutter County Records, the centerline of said strip being described as follows:

COMMENCING at a 2" Iron Pipe in concrete tagged "LS 5260" marking the most easterly corner of the lands described in that certain Final Order of Condemnation recorded as Document No. 2011-0010078 of Official Records, Sutter County Records, said iron pipe being shown on that certain Record of Survey filed in Book 18 of Record of Surveys at Page 243 to 247, Sutter County Records; thence from said iron pipe along the southerly line of said Lot 137 North 79°37'00" West 193.31 feet to a point thereon, said point being the **POINT OF BEGINNING**; thence leaving last said line South 87°42'12" East 38.81 feet; thence North 18°51'32" East 113.02 feet; thence North 41°59'37" West 4.66 feet to the northerly line of said Lot 137, and the **POINT OF TERMINATION**.

Containing 0.113 acres, more or less.

The sidelines of the above described strip of land to be extended or shortened to begin and terminate on the southerly and northerly lines, respectively, of the above described Lot 137.

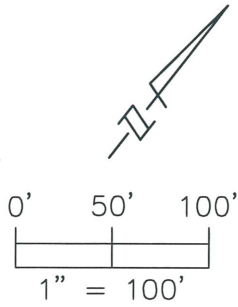
The basis of bearings for this description is NAD 83, California State Coordinate System, Zone 2 (1991.35 epoch date) and is based on the NLIP project survey control established by Psomas and documented on said Record of Survey filed in Book 18 of Record of Surveys at page 172, Sutter County Records. All distances cited herein are grid values, which are the basis for the areas shown hereon. To obtain ground values multiply the distances and by 1.00006027.

End of Description



EXHIBIT 'B'

PG&E EASEMENT AREA:
TOTAL = 0.113 AC±



NATOMAS CROSS CANAL

STRIP
N.T.S.
15' 30' 15'

LOT 137

FLOOD CONTROL ESMT IN FAVOR OF
RD 1000 PER 1491 O.R. 209 (JUA
SSJDD 1998-0548) (JUA SAFCA
2013-0005881)

NORTH MAIN CANAL

SANKEY CANAL

NORTH
DRAINAGE
CANAL

Northerly Line of
Lot 137

NATOMAS BASIN
CONSERVANCY
APN 35-130-017

LOT 12
MAP OF
NATOMAS BENNETT SUBDIVISION
3 MAPS 83

Southerly Line of
Lot 137

P.O.T.

LOT 16
MAP OF
GOODLAND
SUBDIVISION
3 SURVEYS 29

SAFCA
2011-0010078 O.R.

18 R.S. 243

Most Easterly Corner

P.O.B.

RECLAMATION DISTRICT NO. 1000
BK. 1331, PG. 601, O.R.
APN 35-130-018

P.O.C.
2" Iron Pipe
Tagged "LS 5260"

APN 35-130-019

LEGEND

- APN.: Assessor Parcel Number
- O.R.: Official Records, Sutter County
- P.O.C.: Point of Commencement
- P.O.B.: Point of Beginning
- P.O.T.: Point of Termination
- AC.: Acres
- Dimension Point
- ▨ Easement Area

NOTES:

1. Distances shown are grid, multiply by 1.00006027 to obtain ground values.
2. The Horizontal Datum for this plat is based on the CCS, NAD83, Zone 2 Datum (1991.35). See Record of Survey Book 18 of Surveys, Page 172.
3. All record references are Sutter County Records



RD1000
APN 35-130-018

COUNTY OF SUTTER

STATE OF CALIFORNIA

DATE: 03/19/2019

SCALE: 1" = 100'

DRWN. BY: JMC CHK. BY: DJF

SHEET 1 OF 1

PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, Ca. 95678
(916) 788-8122 (916) 788-0600 (FAX)

Plotted: Mar/19/2019 3:26 PM | By: Manrique, Jarquin
DWG: \\pprod.psomas.corp\panzuraprojects\ROS_Projects\SAFCA\2006.NLP\Land Transfer - DWR\Legals\RD1000 To
PGE\Exhibit\RD1000 To PGE\stampstation# =R1.dwg

DATE: April 12, 2019

AGENDA ITEM NO. 5.8

TITLE: Authorization to Execute Funding Agreement

SUBJECT: Review and Consider Adoption of Resolution No. 2019-4-3 Authorizing General Manager to Execute Funding Agreement with State of California Department of Water Resources – Flood Maintenance Assistance Program

EXECUTIVE SUMMARY:

Reclamation District 1000 (District; RD 1000) submitted a grant application to the California Department of Water Resources (DWR) under the Flood Maintenance Assistance Program (FMAP) on February 22, 2019. The FMAP program provides State funds for eligible maintenance activities to Local Maintaining Agencies, like RD 1000. The program was started to help ensure that State Plan of Flood Control facilities are properly maintained and have sufficient resources, including funding, to meet applicable federal regulations and Operation and Maintenance (O&M) manual requirements. The District received the funding agreement for award of the grant from DWR on March 27, 2019.

Staff recommends the Board review and consider adoption of Resolution No. 2019-4-3 authorizing the General Manager to Execute Funding Agreement with State of California Department of Water Resources – Flood Maintenance Assistance Program.

RECOMMENDATION:

Staff recommends the Board review and consider adoption of Resolution No. 2019-4-3 authorizing the General Manager to Execute Funding Agreement with State of California Department of Water Resources – Flood Maintenance Assistance Program.

FINANCIAL IMPACT:

Up to \$574,000 in grant revenue in Fiscal Year 2019/2020.

ATTACHMENTS:

1. Resolution No. 2019-4-3: Authorizing the General Manager to Execute Funding Agreement with State of California Department of Water Resources – Flood Maintenance Assistance Program.

STAFF RESPONSIBLE FOR REPORT:



Kevin L. King, General Manager

Date: 04/08/2019



RECLAMATION DISTRICT NO. 1000

RESOLUTION NO. 2019-4-3

**A RESOLUTION OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT NO. 1000
AUTHORIZING THE GENERAL MANAGER TO EXECUTE FUNDING AGREEMENT WITH STATE OF
CALIFORNIA DEPARTMENT OF WATER RESOURCES – FLOOD MAINTENANCE ASSISTANCE
PROGRAM**

At a regular meeting of the Board of Trustees of Reclamation District No. 1000 held at the District Office on the 12th day of April 2019, the following resolution was approved and adopted:

WHEREAS, the Board of Trustees (“Board”) of Reclamation District No. 1000 (“District”) is a reclamation district created by act of the legislature of the State of California, approved April 8, 1911; and,

WHEREAS, the District has a progressive history of providing flood protection and maintaining the District’s levee system; and,

WHEREAS, the District has identified certain maintenance and equipment needs that further the goals and objectives of the District; and,

WHEREAS, the District has applied for California Department of Water Resources (“DWR”) Flood Maintenance Assistance Program funds under Budget Act of 2018 (Stats. 2018, Ch. 29, Item 3860-001-0001); and,

WHEREAS, the Board desires to authorize the District General Manager to execute Funding Agreement Number 2019-FMAP-RD1000-01 (Attachment 1).

NOW THEREFORE BE IT RESOLVED THAT: The Board of Trustees of Reclamation District No. 1000 hereby authorize the General Manager to execute Funding Agreement 2019-FMAP-RD1000-01 as provided in Attachment No. 1 of this resolution and accept funds pursuant and subject to all of the terms and provisions of the Safe Drinking Water, water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, and Disaster Preparedness and Flood Prevention Bond Act of 2006 .

ON A MOTION BY Trustee Avdis, seconded by Trustee Barandas, the foregoing resolution was passed and adopted by the Board of Trustees of Reclamation District No. 1000, this 12th day of April 2019, by the following vote, to wit:

AYES: 6 Trustees: Smith, Barandas, Harris, Christophel, Avdis, Burns

NOES: 0 Trustees:

ABSTAIN: 0 Trustees:

RECUSE: 0 Trustees:

ABSENT: 1 Trustees: Gilbert



Jeff Smith

President, Board of Trustees

Reclamation District No. 1000

CERTIFICATION:

I, Joleen Gutierrez, Secretary of Reclamation District No. 1000, hereby certify that the foregoing Resolution 2019-4-3 was duly adopted by the Board of Trustees of Reclamation District No. 1000 at the regular meeting held on the 12th of April 2019 and made a part of the minutes thereof.



Joleen Gutierrez, District Secretary

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

Agreement Number: 2019-FMAP-RD1000-01

**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
AND
RECLAMATION DISTRICT 1000**

FOR THE OPERATIONS & MAINTENANCE ACTIVITIES

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

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Exhibits

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**FUNDING AGREEMENT BETWEEN
THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES)
AND
RECLAMATION DISTRICT 1000**

2019-FMAP-RD1000-01

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 1000, 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 2018 (Stats. 2018, ch. 29, Item 3860-001-0001) 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. However, all work shall be completed by December 31, 2019, and no funds may be requested after June 30, 2019.
3. **FUNDING AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$574,000.
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: **Jeff H. Van Gilder, Senior Engineering Geologist** (Jeff.VanGilder@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. The first Quarterly Progress Report should be submitted to the State no later than July 31, 2019, with future reports then due on successive three-month increments based.
- 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: Program Manager
 Mailing Address: 3310 El Camino Ave., Rm. 140
Sacramento, CA 95821
 Phone: (916) 574-2745
 Email: Jeff.VanGilder@water.ca.gov

Reclamation District 1000
 Project Representative:
 Name: Kevin King
 Title: General Manager
 Mailing Address: 1633 Garden Highway
Sacramento, CA 95833
 Phone: (530) 812-6269
 Email: kking@rd1000.org

Direct all inquiries to the Project Manager:

Department of Water Resources

Project Manager:

Name: Abinet Asrate

Title: Water Resources Engineer

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

Phone: (916) 574-0296

Email: Abinet.Asrate@water.ca.gov

Reclamation District 1000

Project Manager:

Name: Ric Reinhardt

Title: Principal Engineer

Mailing Address: 455 University Ave., Suite 100
Sacramento, CA 95825

Phone: (916) 456-4400

Email: reinhardt@mbkengineers.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 1000

Jon Ericson, Division Chief
Division of Flood Management
Date _____

Kevin King, General Manager
Reclamation District 1000
Date _____

Approved as to Legal Form and Sufficiency

Robin Brewer
Assistant Chief Counsel, Office of Chief Counsel
Date _____

Exhibit A
WORK PLAN

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

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

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

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

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

Task 3: Administrative Activities

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

Such activities may include the following:

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

Other activities as needed if not listed.

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

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. Funds may only be advanced for Task 1 and Task 2 and shall not exceed \$40,000.

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

Tasks	State Funds	Amount Advanced	Task Total
Task 1 – LOI/SWIF	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Task 2 – Technical Reports	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Task 3 – Administration	\$ 0.00	\$ 0.00	\$ 0.00
Task 4 – O&M Activities	\$	\$	\$
Task 5 - Equipment	\$	\$	\$
Total	\$ 574,000.00	\$ 574,000.00	\$ 574,000.00

Exhibit C
SCHEDULE

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

Exhibit D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

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

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

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

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

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

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

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

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

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

- ii. Funding Recipient's policy of maintaining a drug-free workplace,
- iii. Any available counseling, rehabilitation, and employee assistance programs, and
- iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:

- i. Will receive a copy of Funding Recipient's drug-free policy statement, and
- ii. Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.

D.16. **FUNDING RECIPIENT'S RESPONSIBILITIES:** Funding Recipient and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
- B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for funding.
- C. Comply with all applicable California, federal, and local laws and regulations.
- D. Implement the Project in accordance with applicable provisions of the law.
- E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Funding Recipient shall provide copies of permits and approvals to State.
- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Funding Recipient under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Funding Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Funding Recipient and any other entity concerning responsibility for performance of work.

D.17. **GOVERNING LAW:** This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.18. **INDEMNIFICATION:** Funding Recipient shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Funding Recipient shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

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

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

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

Exhibit E
RESOLUTION ACCEPTING FUNDS

Resolution No. _____

Resolved by the _____

of the Reclamation District 1000

that pursuant and subject to all of the terms and provisions of the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, and the Disaster Preparedness and Flood Prevention Bond Act of 2006, that the funds awarded to

Reclamation District 1000 by the California Department of Water Resources for a State-Federal Flood Control System Modification Program project titled:

_____ are hereby accepted.

The _____ of the Reclamation District 1000

is hereby authorized and direct to sign a Project 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 _____ of the
Reclamation District 1000 on _____.

Authorized Signature _____

Printed Name _____

Title _____

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 RequirementsInternal 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.

RECLAMATION DISTRICT NO. 1000 WORKPLAN

TASK 1: PREPARE SWIF - \$20K

Reclamation District No. 1000 (District) will complete its System-Wide Framework (SWIF) document. RD 1000 will submit a draft to both Central Valley Flood Protection Board (CVFPB) and the United States Army Corps of Engineers (USACE) for review. Once comments are incorporated the District will submit the final SWIF to the CVFPB for submittal to USACE.

Deliverables:

- Final SWIF (submitted to USACE and CVFPB for review)

TASK 2: TECHNICAL/ENGINEERING REPORT

The District doesn't plan on doing a 218 election at this time.

TASK 3: ADMINISTRATIVE ACTIVITIES

\$12,400. Administrative activities will not exceed 5% of the total cost of the O&M activities.

TASK 4: O&M ACTIVITIES

Vegetation Management: \$186,500. The District will begin the high-hazard tree removal process. The District plans to manage vegetation through removal or trimming between Discovery Park and Northgate and in the San Cove area upstream of Powerline Road. A biological study and mitigation may be required.

Encroachment Enforcement: \$50,000. To come into compliance with state and federal requirements, non-compliant waterside encroachments will need to be inspected and removed or abandoned in place.

Deliverables:

- Bid Package(s) or Award of Contract
- Studies as applicable
- Completion Report(s)

TASK 5: EQUIPMENT/MATERIAL PURCHASES

Equipment. \$305,100. Purchase of a tractor to replace the existing one that does not meet air quality requirements. The tractor is used for vegetation control on the levee.

2 - Pull Tractor JD 5090M for \$62,000/mower

1 - Tiger Boom Mower, John Deere, 5115M, \$181,100/mower

Deliverables:

- Equipment Invoices

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	June							July					
							6/2	6/9	6/16	6/23	6/30	7/7	7/14	7/21	7/28	8/4	8/11	8/18	
1																			
2		Task 1: Prepare SWIF	152 days	Mon 6/3/19	Tue 12/31/19														
3		Task 3: Administrative Activities	152 days	Mon 6/3/19	Tue 12/31/19														
4		Task 4: O&M Activities	152 days	Mon 6/3/19	Tue 12/31/19														
5		Task 5: Equipment Purchases	60 edays	Mon 6/3/19	Fri 8/2/19														
6		Reclamation District No. 1000 FMAP																	

August					September				October				November				December				Jan		
7/21	7/28	8/4	8/11	8/18	8/25	9/1	9/8	9/15	9/22	9/29	10/6	10/13	10/20	10/27	11/3	11/10	11/17	11/24	12/1	12/8	12/15	12/22	12/29

January					February				March				April				May				June			
12/29	1/5	1/12	1/19	1/26	2/2	2/9	2/16	2/23	3/1	3/8	3/15	3/22	3/29	4/5	4/12	4/19	4/26	5/3	5/10	5/17	5/24	5/31	6/7	

DATE: April 12, 2019

AGENDA ITEM NO. 6.1

TITLE: Fiscal Year 2018/2019 Budget Adjustment

SUBJECT: Review and Consider Approval of Fiscal Year 2018/2019 Budget Adjustment and Amend District's Official Pay Rate Schedule

EXECUTIVE SUMMARY:

The Board of Trustees of Reclamation District 1000 (RD 1000; District) adopted the District's Fiscal Year 2018/2019 Budget on July 13, 2018. The adopted budget did not contemplate certain temporary labor expenses, which the District needs based on current and projected work demands. Staff is recommending the Board review and consider approval of an adjustment to the Fiscal Year 2018/2019 Budget in the amount of \$27,388 and amend the District's Official Pay Rate Schedule, as provided in Attachment 1 of this staff report.

RECOMMENDATION:

Staff recommends the Board approve an adjustment to the Fiscal Year 2018/2019 Budget in the amount of \$27,388 and amend the District's Official Pay Rate Schedule, as provided in Attachment 1 of this staff report.

FINANCIAL IMPACT:

The District will incur additional, temporary labor expense of \$27,388 in Fiscal Year 2018/2019.

ATTACHMENTS:

1. Reclamation District 1000 – Official Pay Rate Schedule (4/12/2019)

STAFF RESPONSIBLE FOR REPORT:



Kevin L. King, General Manager

Date: 04/05/2019

RECLAMATION DISTRICT NO. 1000

OFFICAL PAY RATE SCHEDULE

2018-19

(amended 4/12/2019)

Position	Minimum	Maximum
General Manager	\$11,021/Mo.	\$15,216/Mo.
Project Manager/Engineer (Temporary)	\$9,919/Mo.	\$13,694/Mo.
Superintendent	\$6,968/Mo.	\$9,621/Mo.
Administrative Services Manager	\$5,902/Mo.	\$8,149/Mo.
Foreman	\$30.73/Hr.	\$42.43/Hr.
Equipment Maintenance Specialist	\$24.92/Hr.	\$34.40/Hr.
Flood Operations Specialist II	\$24.92/Hr.	\$34.40/Hr.
Flood Operations Specialist I	\$20.71/Hr.	\$28.59/Hr.
Administrative Assistant	\$17.54/Hr.	\$24.21/Hr.

DATE: April 12, 2019

AGENDA ITEM NO. 6.2

TITLE: Authorization for Exception

SUBJECT: Review and Consider Adoption of Resolution No. 2019-4-4 Authorizing 180 Day-Wait Period Exception for Appointment of Retired Annuitant – Paul Devereux

EXECUTIVE SUMMARY:

The Board of Trustees of Reclamation District 1000 (RD 1000; District) have expressed an interest in retaining retiring General Manager, Paul Devereux, as a retired annuitant upon his retirement on May 3, 2019. Mr. Devereux would begin as a retired annuitant on May 16, 2019 in the position of Project Manager/Engineer. Typically, pursuant to the rules of the California Public Employees Retirement System (CalPERS) for retired annuitants, a mandatory 180 Day-Wait period is required prior to returning to work as a retired annuitant. However, there is an exception to the wait period which is applicable given the nature of the proposed appointment. For the exception to apply, the District must certify the nature of the employment and that the appointment is necessary to fill a critically needed position sooner than 180 days. As such, staff is recommending the Board review and consider adoption of Resolution No. 2019-4-4, authorizing 180 day-wait period exception for appointment of retired annuitant – Paul Devereux.

RECOMMENDATION:

Staff recommends the Board review and consider adoption of Resolution No. 2019-4-4, authorizing 180 day-wait period exception for appointment of retired annuitant – Paul Devereux.

FINANCIAL IMPACT:

The District will incur additional labor expense in Fiscal Year 2018/2019 not to exceed \$27,388.

ATTACHMENTS:

1. RD 1000 Resolution No. 2019-4-4

STAFF RESPONSIBLE FOR REPORT:



Kevin L. King, General Manager

Date: 04/05/2019



**RECLAMATION DISTRICT NO. 1000
RESOLUTION NO. 2019-4-4**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT NO. 1000
AUTHORIZING 180-DAY WAIT PERIOD EXCEPTION FOR APPOINTMENT OF RETIRED
ANNUITANT PAUL DEVEREUX
GOVERNMENT CODE SECTIONS 7522.56 & 21224**

At a regular meeting of the Board of Trustees of Reclamation District No. 1000 held at the District Office on the 12th day of April 2019, the following resolution was approved and adopted:

WHEREAS, the Board of Trustees (“Board”) of Reclamation District No. 1000 (“District”) recognize the importance of cohesive organizational transition to ensure the District’s ongoing mission to provide flood protection for the Natomas Basin; and,

WHEREAS, in compliance with Government Code section 7522.56 the Board must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date; and,

WHEREAS, Paul Devereux (Mr. Devereux), CalPERS ID 611-801-1945 retires from the District in the position of General Manager/District Engineer, effective May 3, 2019; and,

WHEREAS, Government Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is October 31, 2019 without this certification resolution; and,

WHEREAS, Government Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and,

WHEREAS, the Board, the District, and Mr. Devereux certify that Mr. Devereux has not and will not receive a Golden Handshake or any other retirement-related incentive; and,

WHEREAS, the Board hereby appoints Mr. Devereux as an extra help retired annuitant to perform the duties of Project Manager/Engineer for the District under Government Code section 21224, effective May 16, 2019; and,

WHEREAS, the entire employment agreement, contract or appointment document between Mr. Devereux and the District has been reviewed by the Board and is attached hereto; and,

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and,

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and,

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and,

WHEREAS, the maximum base salary for this position is \$13,694 and the hourly equivalent is \$79.00 and the minimum base salary for this position is \$9,919 and the hourly equivalent is \$57.23; and,

WHEREAS, the hourly rate paid to Mr. Devereux will be \$79.00; and,

WHEREAS, Mr. Devereux has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

NOW THEREFORE BE IT RESOLVED THAT: The Board of Trustees of Reclamation District No. 1000 hereby certifies the nature of the employment of Paul Devereux as described herein and detailed in the employment agreement/contract/appointment document attached hereto as Exhibit A and that this appointment is necessary to fill the critically needed position of Project Manager/Engineer for Reclamation District No. 1000 by May 16, 2019 because Mr. Devereux has the necessary specialized skills, qualifications, experience and abilities to assist Reclamation District No. 1000 with elimination of a backlog, special project work and performing work in excess of what regular staff can do.

ON A MOTION BY Trustee Harris, seconded by Trustee Barandas, the foregoing resolution was passed and adopted by the Board of Trustees of Reclamation District No. 1000, this 12th day of April 2019, by the following vote, to wit:

AYES: 5 Trustees: Smith, Barandas, Harris, Christophel, Avdis

NOES: 1 Trustees: Burns

ABSTAIN: Trustees:

RECUSE: Trustees:

ABSENT: 1 Trustees: Gilbert



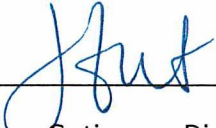
Jeff Smith

President, Board of Trustees

Reclamation District No. 1000

CERTIFICATION:

I, Joleen Gutierrez, Secretary of Reclamation District No. 1000, hereby certify that the foregoing Resolution 2019-4-4 was duly adopted by the Board of Trustees of Reclamation District No. 1000 at the regular meeting held on the 12th day of April 2019, and made a part of the minutes thereof.



Joleen Gutierrez, District Secretary

May 16, 2019

Mr. Paul Devereux


Subject: Temporary Employment with Reclamation District No. 1000

Dear Paul,

This Offer Letter will confirm the terms of your temporary appointment as Project Manager/Engineer with Reclamation District 1000. This position shall be part time (approximately 10-20 hours per week) and shall commence on May 16, 2019 for approximately six (6) months. CalPERS retirement statutes and regulations prohibit you from working more than a combined 960 hours during any fiscal year (July 1 to June 30) for any CalPERS member employer, including but not limited to the District.

Under the administrative direction of the General Manager, the scope of your services as Project Manager/Engineer will be:

1. To plan, assign, direct and review Engineering activities including planning, design and construction of capital projects; review and approve infrastructure for new developments; provide technical expertise and direction; develop policy, procedures and objectives; plan, review and monitor budgets.
2. Responsibility for planning, coordinating and performing project specific civil engineering work related to the planning, design, construction and maintenance of the District's infrastructure. Direct the preparation of plans and specifications for system improvements; direct survey crews; oversee in the preparation of maps, plans and layouts; review improvement plans for proposed facilities.
3. Prepare legal agreements for projects which may include: Right of Entry, Protection of Facilities, Risk Transfer, Grant of Easement, Grant Deed and Quitclaim Deed. Coordinate District projects with contractors and outside agencies.
4. Review proposed developments for compliance with District policies and propose District development requirements and policies.

5. Direct and perform the preparation of contracts, requests for proposals and specifications. Prepare schedules and coordinate the work of consultants and act as resource person for them; review related legislation and ensure that the District complies.
6. Enforce District approved requirements through contact with developers, contractors, agencies, utilities and the general public.
7. Inspect new construction, reconstruction and repairs for conformance to District standards and construction documents; coordinate the approval of minor variations from contract documents and District standards.

Your compensation will be based on a monthly salary of \$13,694, divided by 173.33 as required by CalPERS for an hourly wage rate of \$79.00. Your position is classified as "exempt" from overtime under the state and federal wage and hour regulations. As a Retired Annuitant you will not be eligible for any other benefits or other form of compensation from the District, including but not limited to sick leave, vacation benefits, health insurance, or retirement benefits.

Your employment with the District is "at will". While your employment is not for an indefinite term, consistent with your "at will" status either you or the District may terminate the employment relationship at any time, with or without cause or advance notice. You will also be expected to comply with the policies contained in the District's Employee Handbook. In the event of any conflict between the Employee Handbook and this letter, the terms of this letter shall govern.

Please let me know if you have any questions. If the terms of this Offer Letter are acceptable to you, please sign below and return a copy to me.

Sincerely,

Reclamation District 1000



Kevin L. King
General Manager

I accept employment with the District as a Retired Annuitant under the terms of this Offer Letter. I certify that I did not receive any unemployment insurance payments within the 12 months prior to this appointment for previous retired annuitant work with any CalPERS employer.

Paul Devereux

Date: _____

DATE: April 12, 2019

AGENDA ITEM NO. 6.3

TITLE: Recognition of Service

SUBJECT: Review and Consider Adoption of Resolution No. 2019-4-5 Recognizing District Service – Paul Devereux

EXECUTIVE SUMMARY:

The Board of Trustees of Reclamation District 1000 (RD 1000; District) wishes to recognize General Manager, Paul Devereux, upon his retirement, for his service over the course of the last 13 years. Mr. Devereux has been instrumental in making sure the residents of the Natomas Basin have been safe from potential floods and has dutifully served the community through his efforts. Staff recommends the Board review and consider adoption of Resolution No. 2019-4-5, Recognizing District Service – Paul Devereux.

RECOMMENDATION:

Staff recommends the Board review and consider adoption of Resolution No. 2019-4-5, Recognizing District Service – Paul Devereux.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

1. RD 1000 Resolution No. 2019-4-5

STAFF RESPONSIBLE FOR REPORT:



Kevin L. King, General Manager

Date: 04/05/2019



**RESOLUTION RECOGNIZING PAUL DEVEREUX
ON THE OCCASION OF HIS RETIREMENT**

PAUL DEVEREUX is retiring in May of 2019 after 13 years as General Manager of Reclamation District 1000. During these 13 years he has been instrumental in making sure the residents of the Natomas Basin have been safe from potential floods.

However, flood issues are not foreign to Paul having started as a teenager back in St. Louis, Missouri where he experienced the 1973 historic Mississippi flood and catastrophic levee failures. Seeing the nature of floods inspired Paul to obtain a civil engineering degree at the University of Notre Dame to learn and be prepared to make a change.

With degree in hand, he decided to go West to Southern California where his career started working in flood control. While in Southern California, he met and married the love of his life, Liza. Paul and Liza then moved to the Bay Area, so Liza could be closer to family. Paul and Liza have three daughters and one son, as well as one grandchild to spoil.

Then in 1991 Paul and Liza moved to the Sacramento area where Paul served as the Director of Engineering at the Sacramento Area Flood Control Agency on regional flood control issues. Staying with the flood control expertise, Paul subsequently served as General Manager of the American River Flood Control District.

In 2006, Paul joined Reclamation District No. 1000 as General Manager overseeing the levee system consisting of 42.61 miles of project levees encircling the District which is located in Sacramento and Sutter counties and is approximately 55,000 acres in size. As General Manager, Paul is ultimately responsible for providing residents of the Natomas Basin with flood protection. Paul ensures the levees are inspected, maintained and repaired by Reclamation District No. 1000 on a regular basis throughout the year and patrolled continuously during periods of high water to safeguard against failure. With a relatively small staff, the Reclamation District No. 1000 operates and maintains a drainage system consisting of 30 miles of main drainage canals, about 150-miles of drainage ditches and seven main pumping stations. The drainage system collects storm water and drainage and delivers them to the pumping plants for disposal in the Sacramento River.

In his 12 years as General Manager, Paul has seen significant change in the Natomas Basin where there has been a shift from rural to more urban setting with challenges and issues that follow. Paul has been instrumental in providing outreach to residents of the Natomas Basin to help them understand what Reclamation District No. 1000 does for the community, he has initiated a capital improvement program to help look to the future and overseen the construction of new levees and pump stations. These are just a few highlights of the many tasks that Paul embraces with professionalism and a commitment to the residents of Natomas.

Paul's motto is "We hope for the best but prepare for the worst;" the Natomas community has been well protected under Paul's leadership.

The Trustees of Reclamation District No. 1000, hereby congratulates **PAUL DEVEREUX** on his retirement and wishes him many fulfilling and happy years of relaxation to come.

Jeff Smith, President

Tom Barandas, Vice President

Nick Avdis, Trustee

David Christophel, Trustee

Chris Burns, Trustee

Thom Gilbert, Trustee

Fred Harris, Trustee

DATE: April 12, 2019

AGENDA ITEM NO. 7.1.1

TITLE: Committee Meeting Minutes

SUBJECT: Meeting Minutes from Committee Meetings Since the March Board Meeting

EXECUTIVE SUMMARY:

Executive Committee Meeting – April 3, 2019

A meeting of the Reclamation District 1000 Executive Committee was held on Wednesday, April 3, 2019 at 8:00 a.m. at the District office. In attendance were Trustees Barandas, Smith and Harris (phone participant). Staff in attendance were General Manager(s) King and Devereux and Administrative Services Manager Gutierrez. No members of the public were present and therefore no public comments were made.

General Manager King presented the proposed agenda for the April 12, 2019 Board of Trustees meeting. The Executive Committee approved the April 12, 2019 Board Agenda and with no further business on the Executive Committee Agenda, the meeting was adjourned at 8:45 a.m.

Personnel Committee Meeting – April 3, 2019

A meeting of the Reclamation District 1000 Personnel Committee was held on Thursday, April 4, 2019 at 3:30 p.m. at the District office. In attendance were Trustees Harris, Burns and Christophel. Staff in attendance were General Manager King and Administrative Services Manager Gutierrez. No members of the public were present and therefore no public comments were made.

General Manager King presented the proposed personnel budget for Fiscal Year 2019/2020. The first item for discussion centered on conceptual cost of living adjustments and merit/salary step adjustments anticipated in 2019/2020. The Personnel Committee agreed to move forward with the amounts shown in the proposal for the purpose of building the entire Fiscal Year 2019/2020 Budget. The Committee also discussed merit/salary step administration and the District's compensation philosophy, no changes were recommended from the Committee and the item was left up to the General Manager to make recommendations to be discussed at a future meeting, if necessary. The last item discussed by the committee was in regard to hiring Paul Devereux as a retired annuitant in a temporary employee classification and the process necessary to do so. A majority of the committee agreed to the process and recommendation from the General Manager. The item will be discussed at the April Board Meeting. With no further business on the Personnel Committee Agenda, the meeting was adjourned at 5:15 p.m.

Urbanization Committee Meeting – April 9, 2019

A meeting of the Reclamation District 1000 Urbanization Committee was held on Tuesday, April 9, 2019 at 8:00 a.m. at the District office. The meeting occurred after this report was published. Minutes from the meeting will be provided into the record at the April 12, 2019 Regular Board meeting.

Operations Committee Meeting – April 9, 2019

A meeting of the Reclamation District 1000 Operations Committee was held on Tuesday, April 9, 2019 at 9:00 a.m. at the District office. The meeting occurred after this report was published. Minutes from the meeting will be provided into the record at the April 12, 2019 Regular Board meeting.

STAFF RESPONSIBLE FOR REPORT:



Kevin L. King, General Manager

Date: 04/08/2019

DATE: April 12, 2019

AGENDA ITEM NO. 7.1.1

TITLE: Operations Committee Meeting Minutes

SUBJECT: Meeting Minutes from the Operations Committee Meeting April 9, 2019

EXECUTIVE SUMMARY:

Operations Committee Meeting – April 9, 2019

A meeting of the Reclamation District 1000 Operations Committee was held on Tuesday, April 9, 2019, at 9:00 a.m. at the District office. In attendance were Trustees Barandas, Christophel and Smith. Staff in attendance were General Manager King, Superintendent Caldwell, and Administrative Services Manager Gutierrez. No members of the public were present, and therefore no public comments were made.

The Committee met to discuss the District's Operations and Maintenance Budget assumptions for FY 2019/2020. General Manager King led the discussion about typical budgeting line item decreases, inflationary increases and upcoming expenses that will be covered under a grant that the District was recently awarded.

Committee member Smith suggested the District develop maintenance plans to assist in budgeting for recurring maintenance expenses. He also indicated the District should research costs associated with maintenance vs. replacement (of large equipment), as this could potentially lead to an increase in optimization and operating efficiency. Superintendent Caldwell shared the knowledge he has received from other agencies that in some cases, equipment replacement can be equally costly because repairs for high-efficiency equipment is more specialized and technical in nature. The Committee consensus is - District consultants and staff should thoroughly study this topic. Next, the Committee reviewed the remainder of proposed O/M expenses and had a brief discussion of the District's Capital Improvement Plan.

There was no update to report on the V Drain and nothing substantial to relay on the Plant 1B Spare Transformer; except, the study is still ongoing. The meeting adjourned.

STAFF RESPONSIBLE FOR REPORT:



Kevin L. King, General Manager

Date: 04/11/2019

DATE: April 12, 2019

AGENDA ITEM NO. 7.1.1

TITLE: Urbanization Committee and Special Board Meeting Minutes

**SUBJECT: Meeting Minutes from the Urbanization Committee/Special Board Meeting
April 9, 2019**

EXECUTIVE SUMMARY:

Urbanization Committee Meeting and Special Board Meeting – April 9, 2019

A meeting of the Reclamation District 1000 Urbanization Committee/Special Board Meeting was held on Tuesday, April 9, 2019 at 8:02 a.m. at the District office. In attendance were Trustees Avdis, Burns, Gilbert and Trustee Barandas sat in on the meeting thereby creating a Special Board Meeting. Staff in attendance were General Manager King and Administrative Services Manager Gutierrez. No members of the public were present and therefore no public comments were made.

The Committee met to discuss the District’s FY 2019/2020 Outreach Plan. They reviewed the District’s 2018 Public Relations Plan, reviewed goals, and determined that routine public information work such as social media, website, outreach to neighborhood/community associations, drafting newsletters could be absorbed by in-house staff. Media spokesperson needs will be addressed by GM King with direction from the Board. In the event strategic public relations needs arise, the District will solicit RFPs from professional public relations consulting firms to identify PR opportunities, perform outreach to elected officials/government departments and develop public relations strategy and or campaigns.

The committee also discussed public outreach standards and expectations. It was determined the District currently does not have a drafted policy or guidelines. Trustee Avdis requested the development of comprehensive guidelines for the District’s social media platform.

The Committee ended the meeting with a conversation about urban encampments/homeless impacts throughout the District and how best to deal with increased staff time, resources directed toward these efforts. Also addressed were perceived threats to levee integrity. Trustee Avdis suggested review of the District’s Mission Statement “RD 1000’s mission is flood protection for the Natomas Basin and providing for the public’s health and safety by operating and maintaining the levees, and the District’s canals and pump stations in a safe, efficient and responsible manner.” Trustee Avdis further suggested the District continue tracking staff time/related costs associated with encampment activities (i.e., cleanups, levee damage, in-kind

contributions) that deter crews from focusing their time and resources towards the District's mission.

STAFF RESPONSIBLE FOR REPORT:



Kevin L. King, General Manager

Date: 04/10/2019