

Feather River West Levee Financing Authority

Board of Directors Regular Meeting Agenda – February 14, 2024 2:00 p.m.

City of Yuba City Council Chambers – 1201 Civic Center Blvd., Yuba City

(or upon conclusion of the Sutter Butte Flood Control Board Meeting)

The agenda is posted in the building of the Levee District No. 1 at 243 Second Street, Yuba City. The agenda summary, backup materials, and approved minutes are also posted on the Feather River West Levee Financing Authority website at FRWLFA.org. Materials related to an item on this agenda and submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the Levee District 1 office at 243 Second Street, Yuba City, during normal business hours. In compliance with the American with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need, disability related modifications or accommodations to participate in this meeting, please contact the FRWLFA Board Clerk at 530-755-9859 or admin@sutterbutteflood.org. Requests must be made one full business day before the start of the meeting.

Levee District 1

Charlie Hoppin

Alt: Al Montna

Levee District 9

Mike Morris

Alt: Chris Schmidl

Sutter County

Mike Ziegenmeyer

Alt: Karm Bains

Persons wishing to address the Board during consideration of matters listed on the agenda will be allowed to do so. Testimony should always begin with the speaker giving his or her name and place of residence. Requests for assistive listening devices or other accommodations, such as interpretive services, should be made through the FRWLFA Board Clerk at 530-755-9859. Requests should be made at least 72 hours prior to the meeting. Later requests will be accommodated to the extent feasible.

AGENDA SUMMARY

SPECIAL MEETING/CALL TO ORDER

- Roll Call
- Pledge of Allegiance

PUBLIC COMMENT

Members of the public will be allowed to address the Feather River West Levee Financing Authority Board of Directors on items of interest to the public that are within the subject matter jurisdiction of the Board. Any member of the audience who may wish to bring a matter before the Board that has not been placed on the agenda may do so at this time; however, State law provides that no action may be taken on any item not appearing on the posted Agenda.

CONSENT CALENDAR

The Consent Calendar groups together those items which are considered noncontroversial or for which prior policy direction has been given to staff and that require only routine action by the Board. The Chair will advise the audience that the matters may be adopted in total by one motion; however, the Board may, at its option or upon request of a member of the public, consider any matter separately.

1. Approval of the minutes for the December 14, 2023 Board Meeting.

PRESENTATION, DISCUSSION & ACTION ITEMS

2. Approval of Contract for Annual Assessment Administration Services with Willdan Financial Services
3. Approval of Resolution 2024-01 Delegating Authority to the Executive Director to enter into contracts for administrative services
4. Executive Director / SBFCA Services Update

ADJOURNMENT

The next regularly scheduled Board of Directors meeting is scheduled for March 13, 2024 at 2 p.m. and will only be conducted if needed.

Feather River West Levee Financing Authority

Board of Directors Special Meeting Minutes, December 13, 2023, 2:00 p.m.

The Feather River West Levee Financing Authority (Agency) Board of Directors (Board), State of California, met on the above date at 2 p.m. at the City of Yuba City Council Chambers - 1201 Civic Center Boulevard, Yuba City, CA.

These minutes do not represent a transcript of the meeting and are intended to be a summary of the most important points. For a complete record, please refer to the video recording of the meeting, which is posted on FRWLFA's website: <http://frwlfa.org/governance/meetings>

MEMBERS PRESENT

Levee District 9:	Mike Morris
County of Sutter:	Mat Conant

MEMBERS ABSENT: Charlie Hoppin, Mike Ziegenmeyer

STAFF PRESENT: Michael Bessette, SBFCA Executive Director; Chris Fritz, SBFCA Director of Engineering; Andrea Clark, SBFCA Counsel; Seth Wurzel, SBFCA Budget Manager, Drew Stresser, Levee Districts 1 & 9 General Manager; and Terra Yaney, Board Clerk

MEETING/CALL TO ORDER

At 2:00 p.m., Director Mike Morris opened the meeting and led the group in the pledge of allegiance.

PUBLIC COMMENT

No Public Comment

CONSENT CALENDAR

1. Approval of the minutes for the June 14, 2023 Board Meeting
2. Approval of the 2024 schedule for regular FRWLFA Board meetings

A motion to approve the Consent Calendar was made by Director Mat Conant and seconded by Director Mike Morris. The motion passed with no objection. The motion was approved as follows:

- Mike Morris - yes
- Mat Conant - yes

PRESENTATION, DISCUSSION & ACTION ITEMS

3. Informational updates on Assessment District and SBFCA Services Agreement and look ahead future meetings. Budget Manager Seth Wurzel provided a PowerPoint presentation and provided updates on the Assessment District progress. He reported that the assessment resolution was approved in June. The Assessment has been levied, will review estimated amounts to be apportioned to LD 1 & LD 9 in the coming months.

Mr. Wurzel presented Items for consideration at future FRWLFA Board Meetings. The items discussed included: Contract with Willdan for FY 2024/25 Assessments (February), selection of Auditor for FY 2023/24 Audit (April or May) and approval of Assessments for FY 2024/25 (NLT June).

PUBLIC COMMENT

No public comment

The entire recording, along with a PowerPoint presentation is available on the FRWLFA website at:
<http://frwlfa.org/governance/meetings>

ADJOURNMENT

With no further business coming before the Board, the meeting was adjourned at 2:18 p.m.

ATTEST BY: _____

Terra Yaney, Board Clerk

Board Chair

Feather River West Levee Financing Authority

February 14, 2024

TO: Board of Directors

FROM: Drew Stresser, FRWLFA Executive Director
Seth Wurzel, Financial Consultant

SUBJECT: Approval of Proposal and Authorization to execute a services agreement for Annual Assessment Administration with Willdan Financial Services, Inc.

Recommendation

Approve the attached proposal from Willdan Financial Services (Willdan) to provide Annual Assessment Administration for the FRWLFA Assessment and delegate authority to the Executive Director to execute the attached contract to provide annual assessment district administrative services for an initial term of 5-Years years with two 1-year optional extensions subject to Agency Counsel review and approval of a final contract.

Background

Pursuant to a services agreement with SBFCA, and through a competitive selection process by FRWLFA, Willdan was selected to provided support for the formation and ongoing administration of the Feather River West Levee Financing Authority Operations and Maintenance Assessment District (Assessment District). On June 22, 2022, after completion of a property-approved Proposition 218 ballot proceeding, the FRWLFA Board approved Resolution 2022-09 adopting the Final Engineer's Report and forming the Assessment District.

Under the SBFCA services agreement, SBFCA is scheduled to provide administrative support to FRWLFA through FY 2023/24 which includes the first year of the Assessment levy. Because FRWLFA will have collected Assessment District funds in Fiscal Year 2023-24, it will be able to have sufficient funding and no longer need SBFCA to provide services. As such, FRWLFA must plan to contract with an assessment administrator going forward.

Discussion

As noted above, Willdan was selected through a competitive selection process by FRWLFA to provide assessment district formation and administration services. The contract with Willdan for these services was administered by SBFCA pursuant to an agreement with FRWLFA. It is now time for FRWLFA to directly contract for these services. Through the Assessment District's formation and 1st year of levy, Willdan has demonstrated its ability to successfully provide these services. As such, FRWLFA staff recommend that the Board approve a contract with Willdan to continue to provide these services for an additional five years with the Fiscal Year 2024/25 Assessment District Levy. The proposal for these services is attached as **Exhibit A** to this report. Willdan's annual budget for the service, as described in the attached proposal, is \$16,500 per year with a maximum escalation of CPI each year. This amount is within the annual budget of the Assessment District.

Fiscal Impact

Approval of the recommendation authorizes the Executive Director to enter into a contract which would cost \$16,500 annually for up to 7-years (5 years plus two 1-year extension) plus the cost of inflation. The Assessment District generates approximately \$2 million in revenue and the \$2 million budget for the Assessment District includes annual agency administrative expenses of approximately \$89,000 per year which is subject to an increase in inflation. The cost of assessment administration services to be provided by Willdan can be covered by the approximately \$89,000 agency administrative budget.

Exhibits

- A. Letter Proposal to Provide Assessment District Administration Services for the Feather River West Levee Finance Authority, January 11, 2024 – Willdan Financial Services

- B. Finalized form of Professional Services Agreement between FRWLA and Willdan Financial Services

January 11, 2024

Mr. Andrew Stresser, CGFM
Executive Director
Feather River West Levee Financing Authority
243 Second Street
Yuba City, California 95991

Re: Letter Proposal to Provide Assessment District Administration Services for the Feather River West Levee Finance Authority

Dear Mr. Stresser:

As requested, Willdan Financial Services (“Willdan”) is pleased to submit the following scope of services and cost proposal to annually administer the Feather River West Levee Finance Authority’s (“FRWLFA”) Operations and Maintenance Assessment District (“District”).

Scope of Services

Described below are the work plans that will be carried out to properly administer the Feather River West Levee Financing Authority’s (“FRWLFA”) Operations and Maintenance Assessment District (hereinafter referred to as “District”).

Assessment District Annual Administration

To properly administer FRWLFA’s District, Willdan will perform the following tasks on an annual basis.

1. Prepare an annual levy timeline identifying key dates and timeframes for pertinent tasks throughout the levy process. This timeline will be reviewed and discussed with FRWLFA staff. As needed, the timeline will also be adjusted to address FRWLFA’s scheduling requirements or proposed district administration changes.
2. Schedule an annual kick-off meeting with FRWLFA staff to review the existing district information and administration processes. Identify and discuss possible changes to the District and its administration for the upcoming fiscal year, including budget issues, annexations, modification or expansion of district improvements, special cases, as well as legislative changes that may impact the District.
3. Research and update the building square footage and flood depth on new parcels in order to accurately calculate the proportional flood damage. It is anticipated that square footage information will be gathered from Parcel Quest data and google map tools and flood depth will be verified utilizing GIS when needed.
4. Maintain and update a parcel levy database by using the parcel information from various sources. As new data becomes available, update the database and enhance the data through parcel research using current secured roll information, County Assessor maps, various third-party resources, and specific information provided by FRWLFA (e.g., up-to-date map approval status, building permits or certificate of occupancy data). Updates to the database will include those necessitated by the addition and/or removal of parcels, land subdivisions and merges, ownership and mailing address changes, and development changes. This database will serve as the source for the calculation of the annual district assessments.

Based upon their assigned benefit, our MuniMagic+ software will be used to calculate the annual assessments for the parcels within the District. This software is capable of handling complex assessment methodologies and formulas, calculating the annual assessments, and producing files in the required format for submittal to the applicable County Auditor/Controller’s Office. The same data can then be used to reproduce databases of assessed parcels in hardcopy, CD-ROM, or other electronic formats.

5. Work with FRWLFA staff to prepare the annual resolution(s) and staff report(s) for presentation to the Board in order to levy the annual assessments.

6. At FRWLFA's request, attend up to one (1) meeting. Willdan will also be available to answer any questions requested by staff. Willdan staff time for these meetings is included in our fee proposal, while travel expenses will be billed separately from actual costs incurred. Please see the Fee for Services section of this submittal for further details.
7. Provide assessment amounts for each parcel by Assessor's Parcel Number to the County Auditor/Controller's Office in the media, format, and configuration required for placement on the annual property tax roll.

Provide resolutions ordering the levy, collection of assessments, and any other documentation required to the County Auditor/Controller's Office. As necessary, Willdan will prepare for FRWLFA staff additional County-required correspondences relating to the submittal, correction, or removal of assessments to the County tax roll.
8. Research the exceptions upon receipt of a parcel exceptions list from the County; and update parcel number changes, as well as report the revised parcels and updated levy amounts to the County.
9. If necessary, Willdan will manually invoice assessments that cannot be collected on the County property tax rolls. This service would be coordinated with FRWLFA staff. Furthermore, we will work with FRWLFA staff to track direct bill payments through the utilization of a Microsoft Excel tracking document.
10. Research and evaluate property owner appeals regarding the reclassification of the property. Willdan will assist FRWLFA staff with the process, as well as revise the database, if necessary, for the future.
11. Provide FRWLFA with a final applied roll containing all levy-relevant information as well as property ownership and situs address.
12. At the request of FRWLFA, act as primary contact to answer property owner questions regarding the District and assessments. Willdan typically provides the County our toll-free telephone number for inclusion on the tax bills for property owners to call with questions.

Client Responsibilities

Willdan will rely on obtaining the following information from FRWLFA:

- Certified copies of the resolution(s) or other documentation required by the County for submittal of the annual levy; and
- Updated boundary diagrams, as required.

If needed, FRWLFA will also assist Willdan in obtaining pertinent development information.

Please note Willdan will rely on the validity and accuracy of FRWLFA data and documentation to complete this engagement. Willdan will rely on the data as being accurate without performing an independent verification of accuracy, and that we will not be responsible for any errors that result from inaccurate data provided by FRWLFA or a third party.

Fee for Services

The fees below reflect the completion of the work outlined in the scope of services and are based on an approximate parcel count of 26,000. If the number of parcels or scopes of services significantly change, the fees may be adjusted. Unless another billing format is mutually agreed upon between FRWLFA and Willdan, these fees are payable as the work progresses, on a monthly percentage-completion basis.

Annual Administration Services	
District	Annual Fee
Operations and Maintenance Assessment District	\$ 16,500

The annual administration fee quoted above will be subject to increase, which will not exceed the change in the annual Consumer Price Index (CPI) for the applicable geographic region, as calculated by the United States Department of Labor.

Reimbursable Expenses

Willdan will be reimbursed for out-of-pocket expenses, plus a ten-percent mark-up. Examples of reimbursable expenses include, but are not limited to:

- Postage,
- Travel expenses,
- Mileage (current prevailing rate),
- Maps,
- Electronic data provided from the county/counties and/or other applicable resources,
- Construction cost periodicals, and
- Copying (currently 6¢ per copy).

Any additional expense for reports or from outside services will be billed to FRWLFA. Charges for meeting and consulting with counsel, FRWLFA, or other parties regarding services not listed in the scope of work will be at our then-current hourly rates. In the event that a third party requests any documents, Willdan may charge such third party for providing said documents in accordance with Willdan’s applicable rate schedule.

Additional Services

Our current hourly rates are listed below.

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Director	\$210
Principal Consultant / Assistant Director	\$200
Senior Project Manager	\$165
Project Manager / Program Director	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Assistant Analyst	\$75

I am confident that our submission clearly demonstrates that Willdan and our assigned staff possess the core competencies, depth of resources, experience, and capabilities required to perform the requested services, while retaining the highest level of professionalism.

If you wish to discuss any aspect of our submittal, please contact me directly at (951) 587-3546, or via email to shernandez@willdan.com.

Sincerely,

WILLDAN FINANCIAL SERVICES



Susana Hernandez
Senior Project Manager



Gladys Medina
Vice President | Director

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into this ___ day of _____, 2024, by and between Feather River West Levee Financing Authority (“FRWLFA”), and Willdan Financial Services, (“Contractor”) (each a “party” and collectively “the parties”).

RECITALS:

A. FRWLFA has determined that it is desirable to retain a contractor to provide assessment district administration services; and

B. Contractor represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. FRWLFA desires to retain Contractor to perform the proposed services.

AGREEMENT:

FRWLFA and Contractor agree as follows:

1. Scope of Services. Contractor shall provide the assessment district administration services as described in Exhibit ‘A’, during the term described in Section 2, and for the compensation described in Section 3.

2. Term of Agreement. Contractor shall begin performance of its services as of the date of execution of this Agreement. The assessment district administration services shall be provided on an annual basis for the next five fiscal years starting with services being provided for the fiscal year 2024-25 annual property tax levy. At FRWLFA’s sole option in each of the following two fiscal years, 2029-30 and 2030-31, the services may be provided by the Contractor. The services will be each year as agreed or the Agreement is terminated pursuant to the provisions of Section 17, below.

3. Compensation.

A. The annual compensation to be paid by FRWLFA to the Contractor for fiscal year 2024-25 services, as described in Exhibit ‘A’, shall be in accordance with annual fee noted in Exhibit A. Contractor shall invoice FRWLFA monthly, on a percentage-completion basis, up to the Annual Fee amount with an itemized statement describing the percentage of work completed with each monthly invoice. If additional services are requested and provided by the Contractor, they shall be invoiced in accordance with the Rate Schedule provided in Exhibit ‘A’. The annual fee noted in Exhibit ‘A’ shall be increased each fiscal year by the annual change in CPI for All Urban Consumers (CPI-U), established for the San Francisco-Oakland-Hayward, California area, all items, base period 1982-84=100, as developed and defined by the U.S. Bureau of Labor

Statistics subject to a minimum of 0% and a maximum of 4%. The intent is for the annual change in the fee to be consistent with the annual change in FRWLFA's Operations and Maintenance Assessment District budget.

B. FRWLFA shall make no payment to Contractor in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with Section 21 of this Agreement.

C. Contractor agrees to testify at FRWLFA's request if litigation is brought against FRWLFA in connection with Contractor's work. Unless the action is brought by Contractor or is based upon Contractor's negligence or intentional tortious conduct, FRWLFA will compensate Contractor for the testimony at Contractor's hourly rate as provided in Exhibit 'B'.

4. Invoice, Payments, Notices. Contractor shall, no later than the 15th day of the month following the provision of services, submit monthly invoices for services rendered during the preceding month and expenses incurred. FRWLFA shall pay invoices that are timely submitted and undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

All invoices, notices, or other documents concerning this Agreement shall be served as follows:

If to FRWLFA:

Feather River West Levee Financing Authority
Drew Stresser, Executive Director
243 Second Street
Yuba City CA 95991

If to Contractor:

Willdan Financial Services
[To be Completed - Address of Contractor]

5. Independent Contractor.

A. Contractor (including Contractor's employees) is an independent contractor and no relationship of employer-employee exists between the parties. FRWLFA is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and as an independent contractor, Contractor indemnifies and holds FRWLFA harmless from any and all claims that may be made against FRWLFA based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

B. Contractor, in the performance of its obligation hereunder, is subject to the control or direction of FRWLFA as to the designation of tasks to be performed and the results to be accomplished but not as to the means and methods used by Contractor for accomplishing the results.

C. If, in the performance of this Agreement, any third persons are employed by Contractor, such person shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor.

D. As an independent contractor and not an employee of FRWLFA, Contractor shall have no right to act on behalf of FRWLFA as its agent or have the authority to bind FRWLFA to any obligation.

6. Authority of Contractor. It is understood that Contractor is to provide information, research, advice, recommendations, and consultation services to FRWLFA. Contractor shall possess no authority with respect to any FRWLFA decision. FRWLFA is responsible for and shall make all governmental decisions related to work of Contractor.

7. Subcontracting and Assignment. Contractor shall not subcontract or assign any portion of the work to be performed under this agreement without the prior written consent of FRWLFA.

8. Ownership of Work Product. All technical data, evaluations, plans, specifications, reports, documents, or other work products of Contractor developed or first put into practice with funds provided through and under the terms of this agreement shall become the property of FRWLFA and shall be delivered to FRWLFA upon completion of services. Contractor may retain copies for its files and internal use, however, Contractor shall not disclose any of the work product of this Agreement to any third party, person, or entity, without prior written consent of FRWLFA. Upon reasonable notice, FRWLFA representatives shall have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement. Contractor may not publish information obtained in connection with services rendered under this Agreement.

9. Indemnification. Contractor shall indemnify, defend, and hold harmless FRWLFA, its officers, employees, and agents from and against any and all claims, loss, costs, expenses (including, but not limited to, attorney's fees and costs incurred by FRWLFA), injury, or damage arising out of the negligence, recklessness, or willful misconduct of Contractor, its employees, officers, or agents, or any of its contractors or subcontractors used in performance of this Agreement.

10. Insurance. Without limiting Contractor's indemnification of FRWLFA, Contractor shall provide and maintain at its own expense during the term of this Agreement the following insurance coverages and provisions:

A. Prior to commencement of this Agreement, Contractor shall provide certificates of insurance certifying that all coverage as required herein has been obtained and remains in force for the period required by this Agreement. Any required endorsement shall be attached to the Certificate or certified as issued on the Certificate. All Certificates of Insurance shall be sent to the following address:

Feather River West Levee Financing Authority
Drew Stresser, Executive Director
243 Second Street
Yuba City CA 95991

Contractor shall not proceed with the work under this Agreement until it has obtained all insurance required and Certificates of Insurance have been provided to FRWLFA. All Certificates of Insurance shall provide that FRWLFA shall receive thirty (30) days advance written notice of cancellation or major modification before the expiration date.

B. Should, consistent with the terms of this Agreement, any of the work under this Agreement be subcontracted, Contractor shall require each of its subcontractors to provide the insurance required herein, or Contractor may name the subcontractors as additional insureds under its own policies.

C. Insurance Required:

(i) Comprehensive General Liability Insurance or Commercial General Liability Insurance for bodily injury (including death) and property damage which provides limits of not less than one million dollars (\$1,000,000) each occurrence and written on an occurrence basis. If the insurance has a General Aggregate it must be no less than two million dollars (\$2,000,000). Each type of insurance shall include coverage for premises/operations, products/completed operations, contractual liability, broad form property damage, and personal injury.

For either type of general liability insurance, coverage shall include the following endorsements:

a. Additional Insured Endorsement: Insurance afforded by this policy shall also apply to FRWLFA, and members of the Board of Directors of FRWLFA, the officers, agents and employees of FRWLFA, individually and collectively, as additional insureds.

b. Primary Insurance Endorsement: Insurance afforded by the Additional Insured Endorsement shall apply as primary insurance, and other insurance maintained by FRWLFA, its officers, agents and employees shall be excess only and not contributing with insurance provided under this policy.

c. Notice of Cancellation or Change of Coverage Endorsement:

Insurance provided by this policy shall not be cancelled or changed so as to no longer meet the specified FRWLFA insurance requirements without thirty (30) days prior written notice of such cancellation or change being delivered to FRWLFA at the address as specified above.

d. Severability of Interest Endorsement: Insurance provided by this policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit brought, except with respect to the policy's limits of liability.

(ii) Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles.

(iii) Workers' Compensation and Employer's Liability Insurance with statutory California Workers' Compensation coverage and Employer's Liability coverage of not less than one million dollars (\$1,000,000) per occurrence for all employees engaged in services or operations under this Agreement. Coverage shall include an endorsement whereby the insurer agrees to waive all rights of subrogation against FRWLFA, Board of Directors, and officers, officials, employees and volunteers of FRWLFA for losses arising from work performed by the Contractor under this Agreement.

(iv) Professional Errors and Omissions Liability Insurance in an amount not less than one million dollars (\$1,000,000) and written on an occurrence basis. If coverage is written on a claims made basis, such policy shall provide that:

a. The policy retroactive date coincides with or precedes Contractor's start of work (including subsequent policies purchased as renewals or replacements).

b. If the policy is terminated for any reason during the term of this Agreement, Contractor shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.

c. If this Agreement is terminated or not renewed, Contractor shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years therefrom. If that policy is terminated for any reason during the two year period, Contractor shall purchase an extended reporting provision at least covering the balance of the two year period to report claims arising from work

performed in connection with this Agreement or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy.

11. Professional Services: The work shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Contractor and any subcontractors are engaged.

12. Responsibility of Contractor.

A. Contractor shall be solely responsible for the quality and accuracy of its work and the work of its Contractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by FRWLFA shall not be deemed to constitute acceptance or waiver by FRWLFA of any error or omission as to such work.

B. Contractor shall coordinate the activities of all sub-Contractors and is responsible to ensure that all work products are consistent with one another to produce a unified, workable, and acceptable whole functional product.

C. FRWLFA shall promptly notify Contractor of any defect in Contractor's performance.

13. Audit. The following audit requirements apply from the effective date of this Agreement until three years after FRWLFA's final payment:

A. Contractor shall allow FRWLFA's authorized representatives' reasonable access during normal business hours to inspect, audit, and copy Contractor's records as needed to evaluate and verify any invoices, payments, and claims that Contractor submits to FRWLFA or that any payee of Contractor submits to Contractor in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, sub-Contractor files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. FRWLFA and Contractor shall be subject to the examination and audit of the State Auditor, at the request of FRWLFA or as part of any audit of FRWLFA. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

C. The provisions of Section 13 shall survive the expiration or termination of this Agreement.

14. Publication of Documents and Data. Contractor shall not publish or disclose to any third party documents or data without the prior written consent of FRWLFA. However, submission or distribution to meet official regulatory requirements, or for other purposes

authorized by this agreement, shall not be construed as publication in derogation of the rights of either FRWLFA or Contractor.

15. Interest of Contractor. Contractor covenants that it has, at the time of the execution of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner with the performance of services required to be performed pursuant to this Agreement. Contractor further covenants that in the performance of this work, no person having any such interest shall be employed.

16. Employment Practices. Contractor, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

17. Termination. Either party shall have the right to terminate this Agreement at any time by serving upon the other party thirty (30) days advance written notice of termination. The notice shall be deemed served and effective for all purposes on the date it is deposited in the United States mail, postage prepaid and addressed to FRWLFA or Contractor at the address indicated in Section 4. In the event of termination:

A. Contractor shall immediately cease rendering services pursuant to this Agreement.

B. Contractor shall deliver to FRWLFA copies of all writings prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, drawings, blueprints, printing, photostating, photographing, electronic messages or other documents and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols or combinations thereof. All materials provided to FRWLFA upon termination become the property of FRWLFA.

C. Contractor shall be paid for any required services satisfactorily completed prior to the date of termination less compensation, if any, to FRWLFA for damages suffered as a result of Contractor's failure to comply with the terms of this agreement.

18. Jurisdiction. This agreement shall be administered and interpreted under the laws of the State of California.

19. Conflict with Laws or Regulations/Severability. This agreement is subject to all applicable laws and regulations. If any provision of this agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the agreement may be terminated at the option of the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.

20. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

21. Amendments. Any amendment to this Agreement must be in writing and executed by both parties.

22. Entire Agreement. This Agreement, all exhibits attached hereto, all other terms or provisions incorporated herein by reference, and any notice to proceed issued in accordance with the terms hereof constitute the entire Agreement and understanding between FRWLFA and Contractor as to the subject matter hereof and supersedes all prior oral and written agreements.

23. Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

24. Construction. This agreement reflects the contributions of both parties and accordingly the provisions of California Civil Code section 1654 shall not apply in interpreting this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

FEATHER RIVER WEST LEVEE
FINANCING AUTHORITY

CONTRACTOR

By: _____

By: _____

Executive Director

Contractor

DATED: _____

DATED: _____

APPROVED AS TO FORM:

By: _____

FRWLFA General Counsel

Feather River West Levee Financing Authority

February 14, 2024

TO: Board of Directors

FROM: Drew Stresser, FRWLFA Executive Director

SUBJECT: Approval of Resolution 2024-01 Delegating Authority to the Executive Director to execute services contracts up to \$10,000 for items within the Approved Annual Budget of the Agency

Recommendation

Approve the attached resolution delegating authority to the Executive Director execute contracts annually for services up to \$10,000 that are included within the approved annual budget of the Agency and that do not by law require a decision by the Board of Directors.

Discussion

Annually, FRWLFA adopts a budget reflective of the necessary O&M Services provided by the local Levee Districts as well as the administration of FRWLFA. The Executive Director is responsible for the day-to-day administration of FRWLFA to ensure that the FRWLFA Assessment is levied and the collected funds are distributed in compliance with the relevant documents and agreements executed by the Board. The Executive Director may find it efficient and necessary to contract with service providers to carry out this responsibility. Examples of services that may be contracted for under this authority might include;

- Auditing services for the preparation of the required annual financial audit;
- Liability insurance;
- Legal services;
- Administrative and/or Board clerk services; and,
- Financial services to prepare the annual budget and administer the assessment distributions.

Board adoption of the attached Resolution would allow the Executive Director to act on this finding.

Fiscal Impact

Approval of the attached resolution would authorize the Executive Director to enter into contracts within the Board Approved Budget. Given the budget constraints included within the Resolution, by definition, there would be no net budgetary impact from the Board's approval of this action.

Exhibits

- A. FEATHER RIVER WEST LEVEE FINANCING AUTHORITY RESOLUTION 2024-01: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FEATHER RIVER WEST LEVEE FINANCING AUTHORITY DELEGATING AUTHORITY TO THE EXECUTIVE DIRECTOR TO EXECUTE SERVICES CONTRACTS SUBJECT TO CERTAIN LIMITATIONS

**FEATHER RIVER WEST LEVEE FINANCING AUTHORITY
RESOLUTION 2024-01**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE FEATHER RIVER WEST LEVEE FINANCING AUTHORITY
DELEGATING AUTHORITY TO THE EXECUTIVE DIRECTOR TO EXECUTE SERVICES CONTRACTS
SUBJECT TO CERTAIN LIMITATIONS**

WHEREAS, the Feather River West Levee Financing Authority (“Agency”) is a Joint Powers Authority created in 2020 to finance and construct levee improvements in the west Feather River levees; and,

WHEREAS, the Board of Directors of the Agency, after a public hearing and voter election in compliance with Proposition 218 and pursuant to California Government Code Sections 54710, 54710.5 and 54718, adopted Resolution 2022-09 approving the Final Engineer’s Report (“Engineer’s Report”) for the Feather River West Levee Financing Authority Operations and Maintenance Assessment District (“Assessment District”), approving the assessment diagram and assessments therein; and,

WHEREAS, annually, the Agency will adopt a resolution to levy assessments to fund the necessary Levee Operation and Maintenance and associated administration services and as part of the levy will approve a budget for that year; and,

WHEREAS, on September 14, 2022, after the formation of the Assessment District the Agency appointed the Levee District 1 General Manager to be the Executive Director of the Agency with intent that the Executive Director would be implementing the intent of the Assessment District; and,

WHEREAS, the Board of Directors finds that it is efficient, cost effective and prudent to delegate to the Executive Director authority to enter into services contracts with service providers and incur and pay the expenses of the Agency, within budgetary limitations.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The above recitals are true and correct.
2. The Agency delegates authority to the Executive Director to execute contracts to engage services from contractors and providers to carry out Agency work subject to the following limitations;
 - a. Any contract executed by the Executive Director under this authority shall be limited to an annual total amount that does not exceed \$10,000;
 - b. The annual total obligations of all contracts executed by and on behalf of the agency by the Executive Director or the Board of Directors under this or any other authorization is limited to the amount approved within the adopted annual budget of the Board; and,
 - c. The authority granted herein does not extend to contracts which by law must be made by the Board.

3. The delegated authority by this Resolution shall remain in effect until further modified by a subsequent action to either increase, decrease or remove the authority by the Board.

PASSED AND ADOPTED 14th day of February, 2024, by the following vote of the FRWLFA Board, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Terra Yaney, Board Clerk
Feather River West Levee Financing Authority
County of Sutter
State of California

Charlie Hoppin, Board Chair
Feather River West Levee Financing Authority
County of Sutter
State of California