

**American River Flood Control District
WSP Scope of Work – Assessment Services
Staff Report**

Discussion

The District obtains its revenue from an assessment applied to the property tax bill for parcels within the District boundary. Until 2015, the County of Sacramento performed the necessary review and calculations to accurately place the proper ARFCD assessment on each tax bill. In 2015, the County reorganized their technology department and no longer had staff available to perform the assessment work for local districts.

In 2015, the County provided training for local districts to learn how to use their Direct Levee Management System(DLMS) and perform the necessary review and calculations to place the assessment on the tax bills. The County also began charging local districts for access to the DLMS system.

The District successfully performed this work in 2015 and in 2016. Upon replacement of the District's Office Manager in late 2016, the District no longer had the in-house knowledge to perform this work. The District needs this work to begin in July 2017 to have our assessments placed on the tax rolls in September 2017.

District staff has been in communications with the County and with WSP to find a qualified consultant to perform this service. WSP was referred to the District by the County as a qualified and competent provider of this service. WSP is also the firm currently performing assessment services for SAFCA. District staff allowed WSP to access ARFCD assessment data on DLMS so that they could provide an accurate Scope of Work to do this work on a yearly basis.

Attached please find the Scope of Work from WSP and a sample services contract to get them on board for this year's work in DLMS.

Recommendation:

The General Manager recommends that the Board of Trustees approve the Scope of Work and direct staff to execute a contract with WSP.



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April 28, 2017

Tim Kerr
General Manager
American River Flood Control District
185 Commerce Circle
Sacramento, CA 95815

Subject: ARFCD Assessment District Support Services

Dear Tim:

WSP | Parsons Brinckerhoff is pleased to submit the enclosed proposal to provide Assessment District Support Services. Utilizing Sacramento County's Direct Levy Management System (DLMS), WSP | Parsons Brinckerhoff would update the American River Flood Control District (ARFCD) assessment database, calculate assessments, and submit the assessment roll to the Sacramento County Auditor/Tax Collector for inclusion on property tax bills for FY 2017-18.

Please note that effective May 10, 2017, WSP | Parsons Brinckerhoff will move forward under the name WSP. Our legal name will become WSP USA Inc. Until then, we will continue operating as WSP | Parsons Brinckerhoff, as we have since the acquisition of Parsons Brinckerhoff by WSP over two years ago.

Kind regards,


Robert Cermak, PE
Senior Project Manager

WSP USA

AMERICAN RIVER FLOOD CONTROL DISTRICT ASSESSMENT DISTRICT ENGINEERING SERVICES SCOPE OF SERVICES

WSP USA (WSP) will provide assessment district engineering services necessary to place the American River Flood Control District (ARFCD) assessment roll on the Sacramento County property tax bills. Services include: database corrections, updating and maintenance; report generation; and assessment data transfer to Sacramento County. WSP will also respond to assessment inquiries and provide other special assessment reports. The following is a description of tasks to be performed.

ARFCD ASSESSMENT DISTRICT

TASK 110 -- ASSESSMENT ROLL

This task provides for the development of the Assessment Roll.

- **Process New Parcels.** ARFCD Zone (A, B and C) boundary lines (as defined by current Zone classification of parcels) will be used to assign new parcels to the appropriate Zone. Each ARFCD Zone is processed in the County's Direct Levy Management System (DLMS) as a separate district.
- **Parcel Change Process.** Utilizing the County's DLMS database, update the assessment database to reflect all parcel changes (parcel splits, parcel combinations, new parcels, etc.) that are reflected in the Sacramento County Assessor's updates.
- **Automated Parcel Match and Parcel Zoning Code and Owner Code Match Process.** Utilizing the County's DLMS database, compare parcels from Sacramento County's database to the ARFCD assessment database. This process identifies all parcels found on the County Assessor's database within the ARFCD Assessment District boundaries but not on the ARFCD assessment database and parcels on the ARFCD database that are not valid parcels on the Sacramento County database. Compare County Assessor's use codes, zoning code and owner codes found in Sacramento County's database against those found within the ARFCD assessment database. If the County Assessor's use codes, zoning codes or owner codes do not match, ARFCD's database will be updated to reflect the County Assessor's use code, zoning code and owner code for that parcel.
- **Analyze Changes, Exceptions and Errors.** Within DLMS, run RECALC program and generate the Quality Control Reports. Review all identified error flags. Evaluate them in order to determine the correct parcel characteristic.
- **Update ARFCD Database.** Update ARFCD's database to account for all known changes, additions, deletions and corrections identified in the previous subtasks. Updates will occur in June and July, 2017. All required changes and updates necessitated by the review and match processes noted above will be completed by August 2017. These updates will include:

WSP USA

- A. Parcel changes (splits, combinations, and new parcels) including adding any new parcel numbers and deleting any old parcels.
 - B. Error corrections.
 - C. Parcel characteristic changes (County Assessor's use code, zoning code, owner code, and levied acreage).
- **Calculate Assessments.** Using the ARFCD assessment rate by Zone, calculate the actual assessments and produce the Draft Assessment Roll.
 - **Produce Assessment Roll in Acceptable Format for Data Transfer to Sacramento County Auditor/Tax Collector.** Calculate the final assessments for the ARFCD assessments and submit to the Auditor/Tax Collector for Sacramento County by their deadline (assumed third week in August 2017).

Produce the final copy of the ARFCD Assessments by September 2017.

It is assumed the assessment district identification number and format of assessment data to be used by Sacramento County tax billing systems will be provided by the ARFCD or the County to WSP at least 30 days prior to the deadline for submittal to the County.

- **Respond to County's Reject Match Process.** Review and make corrections as may be necessary to the final ARFCD Assessment Roll after Sacramento County has made a comparison with its database.

TASK 120 -- RESPOND TO ASSESSMENT INQUIRIES

WSP will assist ARFCD staff in responding to individual owner inquiries in a timely manner on an as needed basis. It is assumed that inquiries will be limited to no more than 10. An inquiry may involve one or more parcels. An individual inquiry that involves multiple parcels in the same geographic area will be treated as a single inquiry.

TASK 130 -- GIS Support

Utilize the Geographic Information System (GIS) data available for the ARFCD Assessment District Zones from the County of Sacramento. Process the GIS data to establish links with ARFCD Assessment District databases. Utilize the GIS linkage to develop maps and other graphic displays of Assessment District characteristics such as external boundary and Zones.

TASK 150 -- MEETINGS AND SPECIAL REPORTS

- **Meetings.** WSP will periodically meet with ARFCD to discuss the progress and status of the ARFCD assessment rolls. A maximum of 2 meetings is assumed.
- **Provide Reports.** WSP will provide ARFCD with miscellaneous special data reports as requested by ARFCD. The number of reports is assumed limited to 2.

TASK 160 -- PROJECT MANAGEMENT AND PROJECT ADMINISTRATION

WSP USA

WSP will provide ongoing project management and administration to support the project. WSP's project accounting system will be updated to track project costs. Invoices will be submitted to ARFCD monthly showing the labor and direct costs for the billing period.

ASSUMPTIONS

1. The assessments will be calculated using the "ARFCD Assessment Calculation Notes" provided by ARFCD.
2. Land use will be determined for assessment calculation purposes using the zoning code in DLMS. The specific zoning codes for residential, commercial and agricultural land uses will be interpreted from the existing ARFCD database.
3. Public owned parcels with owner code of 10 will be exempt.
4. Unusable parcels, defined by County Assessor's land use code beginning with "M", will be exempt.
5. For parcels greater than 5 acres, the levy acreage will be calculated according to the formula in Assumption number 1 above unless otherwise directed by ARFCD.
6. ARFCD will provide WSP with copies of all forms and documents submitted by ARFCD to the County as part of FY 2016-17 assessment roll submittal.
7. ARFCD will provide copies of ARFCD Board Resolution authorizing levy of FY 2017-18 assessments. Resolution will contain statements required by County (for example, compliance with Proposition 218).

WSP USA

Cost Proposal ARFCD Assessment District Engineering Services

Summary

Title	Project Manager	Sr Planner	Database Analyst	Sr Engr	Asst Engr	Project Admin III	Total Hours	Total Cost
Grade	P14	P10	T9	P10	P7	P9		
Rate/Hour	\$302	\$114	\$119	\$160	\$84	\$109		
Task Description								
ARFCD Assessments District								
110 - Assessment Roll	28		162				190	\$27,734
120 - Respond to Assessment Inquiries			8				8	\$952
130 - GIS Support		20					20	\$2,280
150 - Meetings and Special Reports	4		8				12	\$2,160
160 - Project Mgmt & Project Admin	4					12	16	\$2,516
Subtotal Labor	36	20	178	0	0	12	246	\$35,642

Subtotal	\$0
Fee on Subs 5.0%	\$0
Subtotal Subconsultants	\$0

Travel Costs	\$40
Reproduction	\$300
Delivery Services & Misc	\$40
Subtotal Direct Expenses	\$380
Fee on Direct Expenses (5%)	\$19
Subtotal Direct Expenses	\$399

TOTAL **\$36,000**

**CONSULTANT AGREEMENT
WSP USA Inc. AND AMERICAN RIVER FLOOD CONTROL DISTRICT**

Effective Date: May 19, 2017

This document constitutes Consultant Agreement No. _____ (“Consultant Agreement”) between American River Flood Control District ("Client") and WSP USA Inc. (“Consultant”), to provide professional consultant services to the Client for the Assessment District Support Services Project as described herein.

Consultant is authorized by Client pursuant to this Consultant Agreement which is effective as of the above mentioned date, to provide professional services with regard to the referenced project, as specified in Exhibit C, which is Consultant’s proposal and/or scope of work for the Project (the “Services”). Unless terminated or extended, this Agreement shall expire on December 31, 2017. Upon the mutual agreement of the Parties prior to expiration of the term, the term of this Agreement may be extended, with an agreed-upon increase to the compensation amount.

It is mutually agreed that Consultant will be compensated as shown in Exhibit D, which is Consultant’s price proposal to Client for the Project.

Before Consultant begins Services, the Client shall receive a copy of a properly completed insurance certificate(s) showing the referenced Consultant Agreement Number, the Project Name and insurance limits and terms that meet the conditions of this Consultant Agreement, all as shown in Exhibit A.

This document accurately states the agreement between Consultant and Client for the Services. This is an integrated Agreement composed of this Signatory page and Exhibits A, B, C and D and supersedes and replaces any and all terms and conditions of any prior or contemporaneous agreements, communications, arrangements, negotiations or representations, written or oral, with respect to the Services to be provided by the Consultant.

ACCEPTED AND AGREED by the Parties’ Authorized Representatives:

WSP USA Inc.

By: _____
Name:
Title:

By: _____
Name:
Title:

- Exhibit A- Insurance
- Exhibit B- General Terms and Conditions
- Exhibit C- Scope of Services
- Exhibit D- Compensation

EXHIBIT A

1. INSURANCE

a. The Consultant shall effect and maintain the following insurance coverages, at its own cost and expense:

1.) Worker's Compensation and Employer's Liability Insurance coverage to include all statutory Worker's Compensation benefits to the employees of Consultant who may sustain work-related injuries, death or diseases. Such insurance shall comply with the statutory requirements of the state in which the work is being performed.

2.) Commercial General Liability Insurance coverage with Comprehensive Broad Form Endorsement to include Consultant's liability for death, bodily injury, advertising liability and property damage to third parties resulting from Consultant's activities, with combined single effective and available amount of One Million Dollars (\$1,000,000.00) per occurrence.

3.) Automobile Liability Insurance coverage to include Consultant's liability for death, bodily injury and property damage resulting from Consultant's activities covering use of owned, hired and non-owned vehicles, with combined single effective and available amount of One Million Dollars (\$1,000,000.00) per occurrence.

4.) Professional Liability Insurance coverage with effective and available amount of One Million Dollars (\$1,000,000.00) per claim and in annual aggregate.

b. The Consultant shall furnish the Client with certificates of insurance showing that the Consultant has complied with this Article. Thirty (30) days written notification of cancellation or non-renewal of the policies will be given to the Client. Insurance certificates will be provided annually during the term of the Consultant Agreement, and shall restate the effective value of the coverage provided. Renewal certificates are due to Client thirty (30) days prior to expiration of the current certificate.

2. INDEMNITY, CONSEQUENTIAL DAMAGES

The Consultant shall indemnify Client from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability to the extent caused by the negligent acts, errors, or omissions of the Consultant, its officers, or employees in the performance of Services under this Agreement, however, the Consultant does not assume any risk of damages to property that is incorporated in, or shall be incorporated in, or is located at the Project site which is not within the possession of the Consultant or under the Consultant's direction or control.

To the fullest extent permitted by law, neither party shall be liable to the other, for any consequential, incidental, special, exemplary, or indirect damages whatsoever and however caused and on any theory of liability arising from the Services provided hereunder including but not limited to claims for loss of profits or revenue

3. LIMITATION OF LIABILITY

Client and Consultant have discussed the risks and rewards associated with this project, as well as Consultant's fee for services. Client and Consultant agree that, to the fullest extent permitted by law, Consultant and its employees' total aggregate liability to Client and any third parties, regardless of the legal theory under which liability is imposed, is limited to the amount of the total compensation actually paid to Consultant by the Client pursuant to this Agreement. This aggregate limit includes attorneys' fees' incurred or awarded under this Agreement. Client further agrees to notify any contractors or subcontractors of this limitation and require them to abide by this limitation.

EXHIBIT B - GENERAL TERMS AND CONDITIONS

1. **SCHEDULE.** The Consultant agrees to provide the Services described and by the due date shown in Exhibit C.
2. **COMPENSATION.** Consultant will be promptly paid by the Client in accordance with the terms provide in Exhibit D. This Agreement will not be paid at a price higher than set forth in Exhibit D without the written consent of Client.
3. **STANDARD OF PERFORMANCE OF THE CONSULTANT.** The Consultant shall render the Services consistent with the standard of care, skill and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the Project and at the time the Services are to be performed ("Standard of Care"). The Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
4. **INDEPENDENT CONTRACTOR.** The Consultant is an independent contractor which has entered into an agreement with Client to provide Services and/or Products to Client and is not in a joint venture, partnership, agent-principal or employer-employee relationship with Client. The Consultant's personnel shall not be employees of, nor have any contractual relationship with Client. The Consultant, consistent with its status as an independent contractor, further agrees that it or its personnel will not hold themselves out as, nor claim to be, officers, agents, representatives or employees of Client.
5. **CHOICE OF LAW AND VENUE.** This Agreement, including but not limited to, its validity, interpretation and performance, and remedies for contract breach or any other claims, shall be governed by and construed in accordance with the laws of the state where the project is located.
6. **DISPUTES.** If a dispute arises out of or relates to this agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree, prior to proceeding to litigation, first to try in good faith to settle the dispute by mediation. The venue for any mediation and litigation under this agreement shall be in the County in which the Project is located.
7. **COMPLIANCE WITH THE LAW.** In its professional judgment, Consultant agrees to comply with all federal, state and local laws, rules, regulations, standards, ordinances and administrative codes applicable to the provision of Services, the delivery of Products, the Project site, and jurisdictions in which the Consultant conducts its business. In the event of a change in laws, regulations, et al., of which the Consultant becomes aware and which the Consultant believes affects Services and/or Products, the Consultant shall inform Client of the change and its impact on Services and/ or Products already complete or to be completed, fees and costs involved, and scheduling. Notwithstanding the foregoing, this provision shall not be construed for any purpose as to establish a standard of care for the Consultant's performance under this Agreement.
8. **NON-DISCRIMINATION.** It is the policy of Client to eliminate and avoid discrimination because of race, color, religion, age, sex, national origin, ancestry or physical disability including blindness. All Consultants providing Services or delivering Products to Client are required to provide employment, training, compensation and other conditions of employment without regard to race, color, religion, age, sex, national origin, ancestry or physical disability including blindness. Violation of this provision will be grounds for suspension, termination or cancellation of this Agreement in whole or part.
9. **SAFETY.** The Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction utilized by the construction contractors. Under no circumstances shall the Consultant be responsible for initiating, maintaining, managing or supervising the safety precautions or programs of the construction contractor or its employees, agents, representatives and subcontractors, in connection with their work
10. **TERMINATION.** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Should the Consultant not meet the material requirements of this Agreement, the Client may terminate the Services upon 30 days written notice and reasonable opportunity to cure the alleged default. In the case of termination for convenience, Consultant will be compensated its reasonable termination costs. In the case of either termination for convenience or default, Consultant will be paid for all services performed pursuant to this Agreement, up to the date of termination. In no event shall Consultant be obligated to provide drawings, designs, or other documents to Client after notification of termination until full payment for Consultant's services has been received.
11. **NO THIRD PARTY BENEFICIARIES.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the Parties hereto

that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

12. ANTI-CORRUPTION. The Parties shall conduct themselves in accordance with high ethical standards and in compliance with all applicable laws, including without limitation local and international laws prohibiting bribery and other forms of corruption. Each Party undertakes that it (including its respective officers, directors, employees and agents) will not directly or indirectly through any third party or person pay, give, offer, promise or authorize payment of, any monies or anything of value to any official for the purpose of improperly incentivizing or rewarding favorable treatment or advantage in connection with the Proposals, the Services or the Project. For these purpose, "official" includes any official, agent, or employee, or the close relative of any official, agent, or employee, of (i) any level of the Government of the Country where the Project is located (the Government), any department, agency, or any entity that is wholly owned or controlled by the Government, any international public organization, any recognized political party in the Country where the Project is located, any candidate for potential officer in the Country where the Project is located, or (ii) in the case of private sector work, the Project owner or any other private client.

13. OWNERSHIP OF DOCUMENTS. The Parties hereto agree that Consultant shall retain ownership and possession of all drawings, specifications, and other documents when its services have been completed and fully compensated. The Client will be provided one set of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on the Project to be done by others, or on other projects, without the prior written consent of Consultant. Such consent shall stipulate what, if any, additional compensation shall be paid to Consultant for such reuse of documents by the Client. In no event shall the receipt of such additional compensation operate as a waiver of Consultant's rights under this Article.

Exhibit C
Scope of Services

Exhibit D

Compensation

1. Compensation

a. For the performance of the Scope of Services, Client shall compensate the Consultant at the hourly rates ("Rates") shown in Exhibit D, for each hour (or portion thereof) that Services are performed, plus ODCs, up to the not-to-exceed amount ("NTE") shown herein which shall constitute Consultant's Total Compensation.

b. The specified Rates are inclusive of all direct and indirect costs associated with the performance of Services, including, but not limited to, direct labor, overhead, fringe benefits, home office support, and operating margin ("Profit"), unless otherwise specified.

c. Client will reimburse Consultant for its other direct costs ("ODCs") as follows:

1. Reprographics and delivery.
2. Incidental travel expenses.

d. The NTE Amount for this Agreement, inclusive of the labor Rates and ODCs, is \$36,000, which will not be exceeded without the written consent of the Client.

2. Payment Terms

a. The Consultant shall prepare at the end of each four (4) week period an invoice showing the authorized hours Services were performed and corresponding Rates pursuant to the schedule of Services.

1. Invoices shall be in a form acceptable to Client.
2. Invoices for any approved direct expenses shall be taken from books of account kept by the Consultant, and the Consultant shall maintain and have available copies of payroll distribution, receipts, bills, and other documents required by the Client to verify such direct expenses.
3. Payment of the invoices shall be due within thirty (30) days of receipt by Client.