

AMERICAN RIVER FLOOD CONTROL DISTRICT

Offices - Appointments - Duties - Assignments (2020)

Cyril A. Shah, President

Trustee	ARFCD Committee -- Personnel and Benefits
Director, SAFCA	ARFCD Committee -- Finance

Steven T. Johns, Vice President

Trustee	ARFCD Committee --Policy/Government Affairs
Director, JPIA	
Alternate Director, SAFCA	

Rachelanne Vander Werf, Treasurer

Trustee	ARFCD Committee -- Finance
Alternate Director, SAFCA	ARFCD Committee-- Public Outreach
Director, LAFCO Special District Advisory Committee	

Tamika L'Ecluse, Secretary

Trustee	ARFCD Committee -- Policy/Government Affairs
Alternate Director, JPIA	ARFCD Committee-- Public Outreach

Brian F. Holloway, Trustee

Trustee	ARFCD Committee-- Personnel and Benefits
Director, SAFCA	

AMERICAN RIVER FLOOD CONTROL DISTRICT

Operating Committee Structure (2020)

POLICY/GOVERNMENT AFFAIRS COMMITTEE

Activated: 06/14/95

Steven T. Johns
Tamika L'Ecluse
Tim Kerr, General Manager/Engineer

FINANCE COMMITTEE

Activated: 01/11/95

Cyril A. Shah
Rachelanne Vander Werf
Tim Kerr, General Manager/Engineer

PERSONNEL and BENEFITS COMMITTEE

Activated: 01/11/95

Cyril A. Shah
Brian F. Holloway
Tim Kerr, General Manager/Engineer

PUBLIC OUTREACH COMMITTEE

Activated: 06/11

Tamika L'Ecluse
Rachelanne Vander Werf
Tim Kerr, General Manager/Engineer

LEGISLATIVE COMMITTEE

Activated: 02/10/99

De-Activated: 01/13/17

PROPERTY DEVELOPMENT COMMITTEE

De-Activated: 01/12/98

LEGAL AFFAIRS COMMITTEE

Activated: 01/08/97

Unstaffed: 01/13/99

AMERICAN RIVER FLOOD CONTROL DISTRICT

Offices - Appointments - Duties - Assignments (2020)

Tim Kerr, General Manager/Engineer

Alternate Director, JPIA
Assistant Treasurer
Director, CCVFCA

Committee Staff
Policy
Personnel
Finance
Legislative

Malane Chapman, Office Manager

Clerk of the Board
Assistant Secretary

December 11, 2020
Sacramento, California

In Compliance with CA Executive Orders N-25-20 and N-29-20 the Board of Trustees of the American River Flood Control District met in regular session at 11:00 a.m. on Friday, December 11, 2020 by teleconference. In attendance were Trustee Shah, Trustee Johns Trustee Holloway, Trustee L'Ecluse and Trustee Vander Werf. Trustee Johns presided. Also present from the District were General Manager (GM) Tim Kerr, Field Supervisor Scott Webb, Legal Counsel Rebecca Smith, and Office Manager Malane Chapman. Adam Randolph and Ray Weiss from City of Sacramento Department of Transportation were present. One member of the public was present.

The meeting was called to order at 11:00 a.m. Roll call was taken and a quorum was present.

Item No. 1 Public Comments on Non-Agenda Items: No public comment on non-agenda items.

Item No. 2 Oath of Office for Newly Elected Trustees: Trustee Johns administered the Oath of Office for Trustee Shah and Trustee L'Ecluse.

Item No. 3 Approval of Consent Agenda: On a motion by Trustee Holloway seconded by Trustee Shah, the Board unanimously approved items: 3a) *Minutes of Regular Meeting on November 13, 2020*, 3b) *Approval of Report of Investment Transactions October 2020 (City Pool, LAIF, River City) and Treasurer's Certification*, 3c) *District Financial Reports: Statement of Operations (November 2020) and Cash Flow Report and 3d) Correspondence: None.*

Roll Call Vote:

Trustee Holloway:	AYE	Trustee Shah:	AYE
Trustee L'Ecluse:	AYE	Trustee Johns:	AYE
Trustee Vander Werf:	AYE		

Item No. 4 Accounts Payable and General Fund Expenses (November 2020):

Trustee Holloway inquired about payments to Bar-Hein Company. Following explanation by staff and on a motion by Trustee Holloway seconded by Trustee L'Ecluse, the Board unanimously approved payments on the Schedule of Accounts Payable (November 2020) of \$79,070.18 and General Fund Expenses of \$135,068.53 (total aggregate sum \$214,138.71)

Roll Call Vote:

Trustee Holloway:	AYE	Trustee Shah:	AYE
Trustee L'Ecluse:	AYE	Trustee Johns:	AYE
Trustee Vander Werf:	AYE		

Trustee Johns recused himself for the next item at 11:08 a.m.

Item No. 5 Endorsement of CA Central Valley Flood Board Permit

Applicant: City of Sacramento

Description: City of Sacramento proposes 2.25 miles of Class 1 bicycle and pedestrian trail along the South Bank of the American River levee that extends from near Sutter's Landing to the H Street Bridge in Sacramento, California: GM Kerr briefed the Board on the permit and discussed the annual maintenance fee. Trustee L'Ecluse inquired why a lump sum versus a 5 year or 10-year payment. On a motion by Trustee Shah seconded by Trustee Holloway, the Board unanimously endorsed the permit with special conditions that the maintenance fee be up to \$6,000 per year for 5 years.

Roll Call Vote:

Trustee Holloway:	AYE	Trustee Shah:	AYE
Trustee L'Ecluse:	AYE	Trustee Johns:	ABSENT
Trustee Vander Werf:	AYE		

Trustee Johns returned to the Board Meeting at 11:26 a.m.

Item No. 6 Administrative Staff Reports:

a) General Manager Tim Kerr reported on the following:

- General Manager's November Meeting Summary: Del Paso Triangle Site Visit meeting was discussed;
- District Roof Repair/Replacement Update: Final inspection was this past Wednesday, just a few finished details to be fixed;
- Process for Solicitation of Legal Services: Solicitation sent to four different firms with a deadline of December 18;
- Hydrologic Conditions: Folsom 32% of total capacity with an outflow of 1,422 cfs. The gauge at I Street Bridge shows a water surface elevation of 5.5 feet above sea level;
- Next Board Meeting is scheduled for January 8, 2021, per request of staff Board Meeting has been changed to January 15, 2021.

b) Legal Counsel Rebecca Smith had nothing further to report.

c) Office Manager Malane Chapman had nothing further to report.

Item No. 7 Operations and Maintenance Staff Reports:

a) Field Supervisor Scott Webb reported on behalf of Superintendent Ross Kawamura:

- Crew activities including chipper training, gate maintenance, vegetation management, confined space training, slope repair and urban camp cleanup.

Item No. 8 Questions and Comments by Trustees: Trustee Johns wanted to express his appreciation to the staff for all their hard work in keeping Sacramento safe.

Item No. 9 Adjourn: There being no further business requiring action by the Board, the meeting was adjourned by Trustee Shah at 11:55 a.m.

Attest:

Secretary

President

**American River Flood Control District
Staff Report**

Investment Transactions Summary; November 2020

LAIF:

There were no transactions in this account during the month of November.

City Pool A

- Accrued Interest Receivable for the month of November was \$8,986.88.
- As of November 30, 2020, the balance of Interest Receivable in this account was \$52,652.60.

Interest Receivable is accrued and transferred to the Cash Balance at the discretion of the City.

River City Bank Money Market:

- On November 13, 2020 a transfer was sent to River City Checking in the amount of \$250,000.00.
- On November 30, 2020 a monthly interest payment was deposited in the amount of \$21.60.

River City Bank Checking:

- On November 13, 2020 a transfer was received from River City Money Market in the amount of \$250,000.00.
- On November 30, 2020 a monthly interest payment was deposited in the amount of \$21.30.
- Total amount of Accounts Payable cleared during the month of November was \$471,277.00.

**American River Flood Control District
Investment Transaction Report
November 2020**

Item 5b

Balance and Transactions

Account		LAIF	City Pool A	River City Bank Money Market	River City Bank Checking
Beginning Balance	11/1/20	\$466,211.64	\$8,823,516.56	\$251,027.59	\$355,844.91
Transactions					
River City Bank Transfer	11/13/20			(\$250,000.00)	\$250,000.00
City Pool A Interest	11/30/20		\$8,986.88		
River City Bank Interest	11/30/20			\$21.60	\$21.30
Accounts Payable (cleared)					(\$471,277.00)
Ending Balance:	11/30/20	\$466,211.64	\$8,823,516.56	\$1,049.19	\$134,589.21

**City Pool A Interest is accrued and deposited in the account at the discretion of the City.

Interest

Date:	Dec 2019	Jan 2020	Feb 2020	Mar 2020
LAIF	2.04	1.97	1.91	1.79
City Pool A	2.21	2.17	2.18	2.22
River City Bank Money Market	1.78	1.76	1.71	1.57
River City Bank Checking	0.09	0.10	0.10	0.10
Date:	Apr 2020	May 2020	June 2020	Jul 2020
LAIF	1.65	1.36	1.22	1.22
City Pool A	1.97	1.81	1.77	1.77
River City Bank Money Market	1.26	1.13	0.90	0.69
River City Bank Checking	0.10	0.10	0.10	0.09
Date:	Aug 2020	Sep 2020	Oct 2020	Nov 2020
LAIF	0.78	0.69	0.62	0.58
City Pool A	1.44	1.57	1.29	1.23
River City Bank Money Market	0.60	0.40	0.30	0.26
River City Bank Checking	0.10	0.10	0.10	0.10

**American River
Flood Control
District**

AMERICAN RIVER FLOOD CONTROL DISTRICT

MONTHLY REVIEW – NOVEMBER 2020

STRATEGY

The ARFCD funds are invested in the City of Sacramento’s Pool A investment fund. The Fund is invested pursuant to the objectives and requirements set forth in the City’s investment policy. The three objectives of the investment policy, in order of priority, are (1) the preservation of capital by the investment in safe instruments, (2) the liquidity needs of the City and pool participants so such parties will have access to cash when they need it, and (3) the maximizing of current income while remaining consistent with the other more important objectives. The City’s investment policy incorporates applicable provisions of state law including, among other things, the prudent person standard and California Code Section 53601 pertaining to eligible investments.

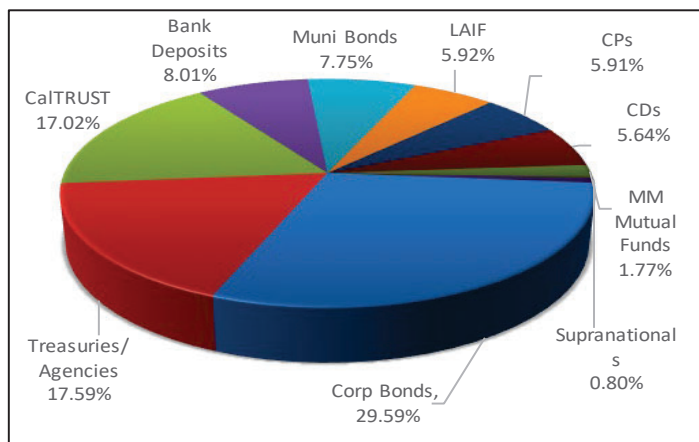
PORTFOLIO STATISTICS

Beginning Balance	8,867,182
Contributions	-
Withdrawals	-
Interest Earned	8,987
Ending Balance	8,876,169

PERFORMANCE COMPARISON

City Pool A	1.23%
LAIF	0.58%
90 Day T-Bill	0.08%
Federal Funds	0.09%

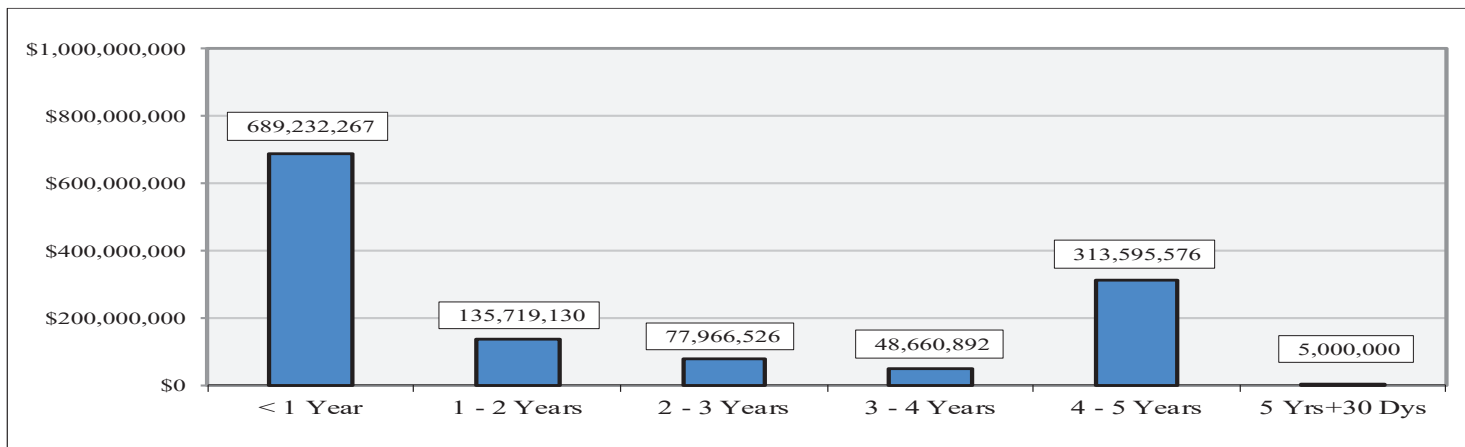
CITY POOL A PORTFOLIO COMPOSITION



Asset Type	Pct. Assets	YTM
Corp Bonds	29.59%	2.06%
Treasuries/Agencies	17.59%	0.85%
CalTRUST	17.02%	0.56%
Bank Deposits	8.01%	0.55%
Muni Bonds	7.75%	1.91%
LAIF	5.92%	0.58%
CPs	5.91%	0.90%
CDs	5.64%	0.94%
MM Mutual Funds	1.77%	0.01%
Supranationals	0.80%	1.27%

CITY POOL A MATURITY SCHEDULE

Maturity	Market Value	Pct. Holdings
< 1 Year	689,232,267	54.26%
1 - 2 Years	135,719,130	10.69%
2 - 3 Years	77,966,526	6.14%
3 - 4 Years	48,660,892	3.83%
4 - 5 Years	313,595,576	24.69%
5 Yrs+30 Dys	5,000,000	0.39%
Total	1,270,174,391	100.00%



City of Sacramento
CASH LEDGER
American River Flood Control District
From 11-01-20 To 11-30-20

All Cash Accounts

Trade Date	Settle Date	Tran Code	Quantity	Security	Amount	Cash Balance
Pool A Interest Receivable						
11-01-20				Beginning Balance		43,665.72
11-30-20	11-30-20	in		Pool A Cash	8,986.88	52,652.60
				Nov 2020 estimated Pool A interest		
					8,986.88	
11-30-20				Ending Balance		52,652.60
Pool A Cash						
11-01-20				Beginning Balance		8,823,516.56
11-30-20				Ending Balance		8,823,516.56

California State Treasurer *Fiona Ma, CPA*



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

December 01, 2020

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

AMERICAN RIVER FLOOD CONTROL DISTRICT

DISTRICT ENGINEER/MANAGER
165 COMMERCE CIRCLE, SUITE D
SACRAMENTO, CA 95815

[Tran Type Definitions](#)

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Account Number: 90-34-002

November 2020 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	466,211.64
Total Withdrawal:	0.00	Ending Balance:	466,211.64



River City Bank

WWW.RIVERCITYBANK.COM

PO Box 15247, Sacramento, CA 95851-0247

Return Service Requested

Item 5b



Last statement: October 31, 2020
This statement: November 30, 2020
Total days in statement period: 30

AMERICAN RIVER FLOOD CONTROL DISTRICT
C/O ROBERT MERRITT, CPA
4000 MAGNOLIA HILLS DR
EL DORADO HILLS CA 95762-6561

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0811100952
(0)

Direct inquiries to:
916-567-2836

Public Fund Money Market

Account number	0811100952	Beginning balance	\$251,027.59
Low balance	\$1,027.59	Total additions	21.60
Average balance	\$101,027.59	Total subtractions	250,000.00
Avg collected balance	\$101,027	Ending balance	\$1,049.19
Interest paid year to date	\$4,110.63		

DEBITS

Date	Description	Subtractions
11-13	Cash Mgmt Trsfr Dr REF 3181735L FUNDS TRANSFER TO DEP XXXXX0736 FROM	250,000.00

CREDITS

Date	Description	Additions
11-30	Interest Credit	21.60

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
10-31	251,027.59	11-13	1,027.59	11-30	1,049.19

INTEREST INFORMATION

Annual percentage yield earned	0.26%
Interest-bearing days	30
Average balance for APY	\$101,027.59
Interest earned	\$21.60

AMERICAN RIVER FLOOD CONTROL DISTRICT
November 30, 2020

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0811100952

OVERDRAFT/RETURN ITEM FEES

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00



Last statement: October 31, 2020
This statement: November 30, 2020
Total days in statement period: 30

AMERICAN RIVER FLOOD CONTROL DISTRICT
C/O ROBERT MERRITT, CPA
4000 MAGNOLIA HILLS DR
EL DORADO HILLS CA 95762-6561

Page 1
0811090736
(45)

Direct inquiries to:
916-567-2836

Public Fund Interest Checking

Account number	0811090736	Beginning balance	\$355,844.91
Enclosures	45	Total additions	250,021.30
Low balance	\$134,568.61	Total subtractions	471,277.00
Average balance	\$260,633.81	Ending balance	\$134,589.21
Avg collected balance	\$259,852		

CHECKS

Number	Date	Amount	Number	Date	Amount
7851	11-04	1,400.39	7908	11-24	60.17
7860 *	11-02	280.37	7909	11-25	92.00
7868 *	11-02	114.19	7910	11-27	677.30
7870 *	11-03	900.00	7912 *	11-23	3,420.00
7874 *	11-05	61.70	7913	11-27	732.88
7885 *	11-06	306.89	7914	11-23	14,900.00
7886	11-04	200.00	7915	11-24	565.51
7887	11-02	203.66	7916	11-24	1,162.48
7894 *	11-04	9,426.10	7918 *	11-27	246.43
7895	11-04	161,309.99	7920 *	11-24	600.00
7896	11-13	600.00	7921	11-24	30.00
7897	11-27	29,688.07	7922	11-25	637.50
7898	11-27	6,374.50	7923	11-30	317.55
7899	11-27	74.71	7924	11-24	126,837.35
7900	11-25	691.90	7928 *	11-24	407.70
7901	11-25	371.04	7929	11-30	184.56
7902	11-27	101.88	7931 *	11-24	1,048.04
7903	11-24	462.73	7932	11-24	778.06
7904	11-23	350.00	7935 *	11-27	1,341.21
7905	11-24	373.50	7936	11-25	357.20
7906	11-25	7,253.00	7937	11-24	764.19
7907	11-27	368.05	7938	11-24	518.98

AMERICAN RIVER FLOOD CONTROL DISTRICT
November 30, 2020

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0811090736

Number	Date	Amount	Number	Date	Amount
7939	11-18	46,094.75			
			* Skip in check sequence		

DEBITS

Date	Description	Subtractions
11-02	' ACH Withdrawal CALPERS 1900 100000016222030	2,995.74
11-02	' ACH Withdrawal HEALTHEQUITY INC HealthEqui 201102	150.00
11-09	' ACH Withdrawal CALPERS 1900 100000016223891	127.94
11-09	' ACH Withdrawal CALPERS 1900 100000016223880	6,404.99
11-16	' ACH Withdrawal INTUIT PAYROLL S QUICKBOOKS 201116 946000047	30,071.39
11-20	' ACH Withdrawal INTUIT PAYROLL S QUICKBOOKS 201120 946000047	535.63
11-25	' ACH Withdrawal CALPERS 1900 100000016249228	2,942.04
11-25	' ACH Withdrawal CALPERS 3100 100000016206423	2,213.18
11-25	' ACH Withdrawal CALPERS 3100 100000016205214	2,995.91
11-27	' ACH Withdrawal HEALTHEQUITY INC HealthEqui 201127	152.95
11-30	' Service Charge ADDITIONAL DEBITS	0.70

CREDITS

Date	Description	Additions
11-13	' Cash Mgmt Trsfr Cr REF 3181735L FUNDS TRANSFER FRMDEP XXXXX0952 FROM	250,000.00
11-30	' Interest Credit	21.30

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
10-31	355,844.91	11-09	171,962.95	11-24	192,382.47
11-02	352,100.95	11-13	421,362.95	11-25	174,828.70
11-03	351,200.95	11-16	391,291.56	11-27	135,070.72
11-04	178,864.47	11-18	345,196.81	11-30	134,589.21
11-05	178,802.77	11-20	344,661.18		
11-06	178,495.88	11-23	325,991.18		

AMERICAN RIVER FLOOD CONTROL DISTRICT
 November 30, 2020

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 0811090736

INTEREST INFORMATION

Annual percentage yield earned	0.10%
Interest-bearing days	30
Average balance for APY	\$259,852.98
Interest earned	\$21.30

OVERDRAFT/RETURN ITEM FEES

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

CERTIFICATION

The American River Flood Control District's investment portfolio [] is [is not] in compliance with the District's Financial Management Investments Plan.

The District's investment portfolio is not in compliance in the following respects:

A cash flow analysis confirms that the District [is] [is not] expected to be able to meet its expenditure requirements for the next six months.

The District's cash is insufficient to meet obligations for the next six months as a result of the following:

Attached hereto are the most recent statements of accounts of the following District accounts:

- LAIF Account, State Treasurer's Office **Dated November 2020**
- Investment Pool A Account, City of Sacramento **Dated November 2020**
- District Checking Account, River City Bank **Dated November 2020**
- District Repurchase Account, River City Bank **Dated November 2020**

Certified by: _____ Date: _____
Rachelanne Vander Werf, District Treasurer

American River Flood Control District
Statement of Operations
July 1, 2020 to December 31, 2020 (Six Months Ending of Fiscal 2021)
For Internal Use Only

	Year to Date July 1, 2020 to December 31, 2020	Budget	Percent of Budget
Revenues			
Benefit assessment	\$ -	\$ 1,429,793	0.00%
Consolidated capital assessment	-	980,000	0.00%
Interest	56,120	77,267	72.63%
O & M agreements	-	231,801	0.00%
Miscellaneous	7,260	-	Not budgeted
Total Revenues	<u>63,380</u>	<u>2,718,861</u>	2.33%
M & O Expenses			
Salaries and wages	439,854	833,238	52.79%
Payroll tax expense	29,567	66,659	44.36%
Pension expense	97,170	189,428	51.30%
Compensation insurance	6,375	41,662	15.30%
Medical/dental/vision	136,013	216,125	62.93%
Fuel/oil reimbursement	11,199	35,000	32.00%
Equipment rental	5,960	20,000	29.80%
Equipment repairs/parts	30,029	50,000	60.06%
Equipment purchases (< \$5,000)	-	15,000	0.00%
Shop supplies	24,907	20,000	124.54%
Levee maint. (supp. & material)	13,878	20,000	69.39%
Levee maint. chemicals	14,872	27,500	54.08%
Levee maint. services	74,497	80,000	93.12%
Rodent abatement (supplies & materials)	6,134	10,000	61.34%
Employee uniforms	5,902	7,500	78.69%
Staff training	2,789	7,500	37.19%
Regulation Compliance (OSHA)	4,287	6,000	71.45%
Miscellaneous	1,125	2,000	56.25%
Small tools & equipment	5,429	7,500	72.39%
Emergency preparedness program	5,932	35,000	16.95%
Engineering services	4,235	20,000	21.18%
Environmental services/studies	-	5,000	0.00%
Encroachment remediation	-	15,000	0.00%
Urban camp cleanup	8,697	50,000	17.39%
Total M & O Expenses	<u>928,851</u>	<u>1,780,112</u>	52.18%
Administration Expenses			
Board of trustees compensation	3,117	7,600	41.01%
Trustee expenses	-	2,400	0.00%
Trustee training	-	5,000	0.00%
Accounting services	2,875	15,000	19.17%
Legal services (general)	12,254	50,000	24.51%
Utilities	18,762	40,000	46.91%
Telephone	8,587	25,000	34.35%
Retiree benefits	12,096	143,000	8.46%
Office/shop/yard lease	3,600	7,200	50.00%
Office equipment/furniture	479	7,500	6.39%
Auto allowance	3,528	6,600	53.45%
Parking reimbursement	-	500	0.00%
General office expense	5,212	15,000	34.75%
Technology and software	10,671	10,000	106.71%
Dues and associations	23,524	25,000	94.10%
Property and liability insurance	28,476	42,000	67.80%
Public relations/information	-	30,000	0.00%
Miscellaneous	2,005	5,000	40.10%
Election expense	-	99,723	0.00%
Employee morale/wellness	-	2,000	0.00%
Investment fees	4,412	20,000	22.06%
Community services	-	1,500	0.00%
Bookkeeping services	4,313	14,000	30.81%
Property taxes	1,710	3,000	57.00%
Building maintenance	5,295	10,000	52.95%
County Dtech fees for DLMS	31,669	55,000	57.58%
Interest expense	259	-	Not budgeted
Total Administration Expenses	<u>182,844</u>	<u>642,023</u>	28.48%
Special Projects Expenses			
Engineering studies/survey studies	1,474	170,000	0.87%
Levee standards compliance	-	25,000	0.00%
Small capital projects	-	50,000	0.00%
Total Special Project Expenses	<u>1,474</u>	<u>245,000</u>	0.60%
Capital Outlay			
Equipment purchases (over \$5,000)	<u>212,405</u>	<u>100,000</u>	212.41%
Total Capital Outlay	<u>212,405</u>	<u>100,000</u>	
Capital Outlay: District Headquarters Build-Out			
Building improvements/maintenance	338,487	700,000	48.36%
La Riviera improvements/maintenance	54	2,000	2.70%
	<u>338,541</u>	<u>702,000</u>	

Note: Amounts above are not audited

The above information is current through the last day of the previous month's bank activity.

Data has been verified by the bookkeeper and physical copies of checks have not been reviewed or received and some checks may not have cleared the bank account.

AMERICAN RIVER FLOOD CONTROL DISTRICT
Cash Flow Report
July 2020 through June 2021

Cash Flow Report

Maintenance and Operations Expens	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	TOTAL
500 - Salary/Wages	84,955.85	72,305.42	71,963.98	74,588.44	66,019.98	104,073.57	35,778.71	0.00	0.00	0.00	0.00	0.00	509,685.95
501 - Payroll Taxes	6,551.57	5,583.83	5,557.69	5,247.26	4,156.05	6,597.80	3,334.22	0.00	0.00	0.00	0.00	0.00	37,028.42
502 - Pension	17,202.17	15,822.01	21,318.10	16,226.03	9,575.75	19,891.06	(1,134.72)	0.00	0.00	0.00	0.00	0.00	98,900.40
503 - Compensation Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
504 - Medical/Dental/Vision	24,342.88	19,791.24	19,837.24	19,791.24	18,145.44	20,694.56	0.00	0.00	0.00	0.00	0.00	0.00	122,602.60
508 - Fuel/Oil	2,345.10	4,356.39	2,664.57	2,714.69	0.00	3,215.72	0.00	0.00	0.00	0.00	0.00	0.00	15,296.47
509 - Equipment Rental	0.00	5,960.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,960.25
510 - Equipment Purchase(< \$5000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
511 - Equipment Repair/Parts	15,604.93	6,143.91	9,008.02	5,524.43	1,973.22	6,102.41	0.00	0.00	0.00	0.00	0.00	0.00	44,356.92
512 - Shop Supplies	4,256.28	8,016.10	4,875.31	4,929.78	1,128.15	5,753.11	0.00	0.00	0.00	0.00	0.00	0.00	28,958.73
514 - Levee Maint(Supplies&Materi	100.38	5,826.24	187.69	2,822.64	1,140.03	3,901.62	0.00	0.00	0.00	0.00	0.00	0.00	13,978.60
515 - Levee Maintenance Services	2,200.00	25,393.37	26,643.08	9,097.84	11,407.70	1,955.02	0.00	0.00	0.00	0.00	0.00	0.00	76,697.01
516 - Employee Uniforms	0.00	0.00	5,768.62	280.37	0.00	503.36	0.00	0.00	0.00	0.00	0.00	0.00	6,552.35
518 - Staff Training	1,529.00	0.00	525.00	1,614.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,668.36
519 - Miscellaneous O&M	0.00	0.00	0.00	0.00	1,125.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,125.00
521 - Small Tools & Equip	0.00	0.00	273.52	0.00	0.00	4,273.10	0.00	0.00	0.00	0.00	0.00	0.00	4,546.62
523 - Levee Maint. (Chemicals)	0.00	13,414.68	1,344.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14,759.42
525 - Emergency Preparedness Pr	0.00	0.00	0.00	0.00	0.00	1,731.94	0.00	0.00	0.00	0.00	0.00	0.00	1,731.94
530 - Encroachment Remediation I	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
532 - Rodent Abatement	0.00	225.24	766.80	4,130.07	1,123.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,246.06
533 - Urban Camp Cleanup	1,380.45	2,421.74	3,622.43	409.50	825.01	1,308.34	0.00	0.00	0.00	0.00	0.00	0.00	9,967.47
605 - Engineering Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
615 - Survey Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
616 - Environmental Services/Studi	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total M&O Expense	160,468.61	185,260.42	174,356.79	147,376.65	116,620.28	180,001.61	37,978.21	0.00	0.00	0.00	0.00	0.00	1,002,062.57

Administrative Expenses	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	TOTAL
505 - Telephone	1,521.70	1,626.92	1,545.83	1,783.83	1,827.13	2,006.12	0.00	0.00	0.00	0.00	0.00	0.00	10,311.53
506 - Utility Charges	3,362.49	4,354.93	3,882.24	3,785.69	3,680.19	2,926.48	0.00	0.00	0.00	0.00	0.00	0.00	21,992.02
507 - Office/Shop Lease	600.00	600.00	600.00	0.00	1,200.00	600.00	0.00	0.00	0.00	0.00	0.00	0.00	3,600.00
513 - Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
517 - Auto Allowance	550.00	550.00	550.00	550.00	550.00	825.00	275.00	0.00	0.00	0.00	0.00	0.00	3,850.00
520 - Retiree Benefits	11,542.63	11,542.63	11,542.63	11,542.63	11,542.63	12,095.66	0.00	0.00	0.00	0.00	0.00	0.00	69,808.81
522 - Office Equipment/Furniture	129.24	0.00	478.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	607.74
526 - Mileage/Parking Reimburse	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
527 - General Office Expense	1,081.26	1,386.08	951.91	1,723.35	1,309.66	1,097.73	61.40	0.00	0.00	0.00	0.00	0.00	7,611.39
529 - Pre-funding Retiree Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
531 - Technology & Software	467.39	1,139.73	5,407.82	435.38	4,108.69	402.98	0.00	0.00	0.00	0.00	0.00	0.00	11,961.99
600 - Board of Trustees Compensa	1,380.45	2,421.74	3,622.43	409.50	825.01	1,308.34	0.00	0.00	0.00	0.00	0.00	0.00	9,967.47
601 - Trustee Expenses	0.00	0.00	0.00	0.00	60.17	4,226.84	0.00	0.00	0.00	0.00	0.00	0.00	4,287.01
602 - Accounting Services	475.00	475.00	475.00	475.00	475.00	475.00	0.00	0.00	0.00	0.00	0.00	0.00	2,850.00
603 - Legal Fees (General)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
604 - Flood Litigation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
606 - Legislative Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
607 - Dues and Assoc. Expenes	0.00	700.00	0.00	0.00	0.00	2,175.00	0.00	0.00	0.00	0.00	0.00	0.00	2,875.00
608 - Insurance Premiums	4,832.00	11,702.50	3,733.00	4,347.50	373.50	3,800.00	0.00	0.00	0.00	0.00	0.00	0.00	28,788.50
609 - Conference /Workshops/Sem	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
610 - Public Relations Information	3,591.00	4,090.60	3,294.00	0.00	0.00	941.50	0.00	0.00	0.00	0.00	0.00	0.00	11,917.10
611 - Election Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
612 - District Annexations	0.00	0.00	5,862.00	10,144.00	7,653.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,659.00
613 - Community Services	0.00	12,051.47	0.00	23,586.93	6,374.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	42,012.90
614 - Miscellaneous Admin	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
617 - Investment Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
618 - Property Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
619 - Building Maintenance	3,579.77	238.25	172.36	166.94	79.40	796.35	239.25	0.00	0.00	0.00	0.00	0.00	5,272.32
620 - Bookkeeping Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
621 - County Assessment Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
622 - County DTEch Fees for DLMS	0.00	0.00	0.00	1,709.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,709.68

AMERICAN RIVER FLOOD CONTROL DISTRICT
Cash Flow Report
July 2020 through June 2021

623 - Employee Morale/Wellness	0.00	4,391.00	0.00	0.00	4,412.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,803.00
Total Administrative	33,112.93	57,270.85	42,117.72	60,660.43	44,470.88	33,677.00	575.65	0.00	0.00	0.00	0.00	0.00	0.00	271,885.46

Special Projects Expenses	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	TOTAL
702 - Engineering/Survey Studies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
703 - Encroachment Remediation §	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704 - Vegetation Management	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
705 - Small Capital Projects	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
707 - Levee Standards Compliance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Special Projects	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Capital Outlay: Flood Control	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	TOTAL
700 - Bank Protection	0.00	0.00	31,669.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31,669.50
701 - Magpie Creek	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
706 - Property Acquisition	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
709 - Equipment Purchase (> \$500)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Capital Outlay: Flood Control	0.00	0.00	31,669.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31,669.50

Income	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	TOTAL
120 - Benefit Assessment	0.00	30,998.97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30,998.97
122 - SAFCA CAD4	980,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	980,000.00
123 - Interest	2,388.20	616.69	328.85	1,135.62	42.90	38.95	0.00	0.00	0.00	0.00	0.00	0.00	4,551.21
124 - O&M Agreements	0.00	0.00	0.00	0.00	0.00	274,176.70	0.00	0.00	0.00	0.00	0.00	0.00	274,176.70
126 - Miscellaneous Income	0.00	0.00	0.00	0.00	0.00	10,837.50	0.00	0.00	0.00	0.00	0.00	0.00	10,837.50
Total Income	982,388.20	31,615.66	328.85	1,135.62	42.90	285,053.15	0.00	0.00	0.00	0.00	0.00	0.00	1,300,564.38

Fund Balance

District Operations Fund	Jul 20	Aug 20	Sept 20	Oct 20	Nov 20	Dec 20	Jan 21	Feb 21	Mar 21	Apr 21	May 21	Jun 21
Beginning Balance	1,665,499.72	2,804,306.38	2,593,390.77	2,377,245.11	2,170,343.65	2,009,295.39	2,080,669.93	0.00	0.00	0.00	0.00	0.00
Income	1,332,388.20	31,615.66	328.85	1,135.62	42.90	285,053.15	0.00	0.00	0.00	0.00	0.00	0.00
Expenses	193,581.54	242,531.27	216,474.51	208,037.08	161,091.16	213,678.61	38,553.86	0.00	0.00	0.00	0.00	72,000.00
Ending Balance	2,804,306.38	2,593,390.77	2,377,245.11	2,170,343.65	2,009,295.39	2,080,669.93	2,042,116.07	0.00	0.00	0.00	0.00	(72,000.00)

Capital Outlay Reserve Fund

Beginning Balance	1,270,000.00	920,000.00	920,000.00	920,000.00	920,000.00	920,000.00	920,000.00	0.00	0.00	0.00	0.00	0.00
Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expenses	350,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ending Balance	920,000.00	920,000.00	920,000.00	920,000.00	920,000.00	920,000.00	920,000.00	0.00	0.00	0.00	0.00	0.00

Retiree Health Benefit Reserve Fund

Beginning Balance	3,552,014.00	3,552,014.00	3,552,014.00	3,552,014.00	3,552,014.00	3,552,014.00	3,552,014.00	0.00	0.00	0.00	0.00	0.00
Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72,000.00
Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ending Balance	3,552,014.00	3,552,014.00	3,552,014.00	3,552,014.00	3,552,014.00	3,552,014.00	3,552,014.00	0.00	0.00	0.00	0.00	72,000.00

Flood Emergency Response Reserve Fund

Beginning Balance	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	0.00	0.00	0.00	0.00	0.00
Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ending Balance	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	0.00	0.00	0.00	0.00	0.00

Emergency Repair Reserve Fund

Beginning Balance	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	0.00	0.00	0.00	0.00	0.00
Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ending Balance	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	0.00	0.00	0.00	0.00	0.00

Total Balance	10,276,320.38	10,065,404.77	9,849,259.11	9,642,357.65	9,481,309.39	9,552,683.93	9,514,130.07	0.00	0.00	0.00	0.00	0.00
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**AMERICAN RIVER FLOOD CONTROL DISTRICT
RESOLUTION NO. 2021-01**

**DELEGATION OF AUTHORITY
TO ACT IN AN EMERGENCY**

WHEREAS, the District operates and maintains flood control facilities that protect the residents of the Sacramento region from flooding along the American River, and various other creeks; and

WHEREAS, the experience of the District during the floods of 1986, 1997 and during other prior floods indicates that the District must be able to respond immediately to emergencies threatening its levee system; and

WHEREAS, emergencies can also arise during non-flood times which require immediate action by the District; and

WHEREAS, the California Legislature amended the provisions governing the letting of public works contracts during situations of emergency by the enactment of Section 88 Chapter 803 of the Statutes of 1994, which is codified at Public Contract Code Section 22050; and

WHEREAS, the District wishes to exercise the authority granted by Public Contract Code Section 22050 so as to ensure flood protection to the residents of the Sacramento region;

NOW THEREFORE BE IT RESOLVED that:

1. Pursuant to the authority granted in Public Contract Code Section 22050(b)(1), the Board of Trustees hereby delegates its authority to (1) repair or replace a public facility, (2) take any directly related and immediate action required, and (3) procure the necessary equipment, services, and supplies required to respond to an emergency without giving notice of bids to let contracts, to the District's General Manager.
2. In the event that the General Manager is incapacitated or otherwise unavailable during an emergency, the authority granted to the District's General Manager shall pass to the acting Relief Manager or any other individual so designated by the Board of Trustees.

PASSED AND UNANIMOUSLY ADOPTED this 15th day of January 2021

ATTEST:

President
Board of Trustees

Secretary
Board of Trustees

AMERICAN RIVER FLOOD CONTROL DISTRICT

RESOLUTION NO. 2021-02

ADOPTING FINDINGS AND AUTHORIZING FILING OF A NOTICE OF EXEMPTION FOR THE PROGRAM OF ROUTINE MAINTENANCE FOR CALENDAR YEAR 2021

WHEREAS, the California Environmental Quality Act (CEQA) requires each public agency to consider the environmental impacts of all discretionary activities undertaken by that agency, and

WHEREAS, the annual program of routine maintenance of the District's flood control facilities falls within the scope of CEQA, and

WHEREAS, the flood control facilities of the District all lie within Sacramento County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of District, by the adoption of this Resolution, does hereby find as follows:

- The District's annual program of routine maintenance of existing flood control facilities for calendar year 2021 falls within the categorical exemptions to the CEQA.
- The proposed program of work for calendar year 2021 will not have a significant adverse effect upon the environment.
- The proposed program of work for calendar year 2021 does not constitute an exception to the exemptions of CEQA.

AND BE IT FURTHER RESOLVED that the General Manager of the District is authorized to sign and directed to file with the Clerk of Sacramento County Notice of Exemption on behalf of the District as to the program of routine maintenance of the District for calendar year 2021, and

BE IT FURTHER RESOLVED that the General Manager of the District is directed to post a true copy of the Notice of Exemption for not less than thirty (30) days in a conspicuous location at 185 Commerce Circle, Sacramento, CA, 95815, and

BE IT FURTHER RESOLVED that the General Manager of District is directed to request the Clerk of Sacramento County to post in a conspicuous place for public review a true copy of the Notice of Exemption for not less than thirty (30) days; to certify to the District that the Notice was posted as requested and, after completion of the thirty (30) day period, return to the District with a notation of the period it was posted.

PASSED, APPROVED, and UNANIMOUSLY ADOPTED this 15th day of January 2021.

ATTEST:

Secretary

President

Acct. #	Paid to	Memo	Amount	Chk. #
	ARFCD General Fund	December Expenses	\$ 93,094.58	
1 511	Acme Rigging & Supply Co.	Equipment Repair/Parts	\$ 66.68	
2 504	ACWA JPIA	Medical/Dental/Vision	\$ 20,214.56	\$ 32,310.22
3 520	ACWA JPIA	Retiree Benefits	\$ 12,095.66	
4 608	ACWA Insurance	Insurance Premiums	\$ 7,187.68	
5 527	Alhambra/Sierra Springs	General Office Expense	\$ 14.72	
6 508	Asbury Environmental Services	Fuel/Oil	\$ 160.00	
7 505	AT&T	Telephone	\$ 692.34	
8 505	AT&T Analog	Telephone	\$ 373.09	
9 515	Bar-Hein Company	Levee Maintenance Services	\$ 85.08	
10 511	Battery Bill Inc.	Equipment Repair/Parts	\$ 482.32	
11 800	Benson Fence Co. A Corp	Building Improvements/Maint	\$ 2,678.00	
12 527	Blue Ribbon Maintenance	General Office Expense	\$ 350.00	
13 511	Bobcat Central	Equipment Repair/Parts	\$ 1,705.16	\$ 2,056.92
14 518	Bobcat Central	Staff Training	\$ 351.76	
15 603	Boutin Jones Inc.	Legal Fees (General)	\$ 1,133.00	
16 511	Cal-Line Sacramento	Equipment Repair/Parts	\$ 197.94	
17 511	Carquest Auto Parts	Equipment Repair/Parts	\$ 348.39	\$ 352.73
18 521	Carquest Auto Parts	Small Tools & Equipment	\$ 4.34	
19 534	Cintas	Regulation Compliance (OSHA) (CleanHub)	\$ 5,987.92	
20 527	Clark Pest Control	General Office Expense	\$ 184.00	
21 527	Costco	General Office Expense	\$ 60.00	
22 603	Downey Brand	Legal Fees (General)	\$ 1,617.00	
23 504	Drug & Alcohol Testing	Medical/Dental/Vision	\$ 46.00	
24 800	Firecode	Building Improvements/Maint	\$ 533.40	
25 511	Fluid Tech Hydraulics, Inc	Equipment Repair/Parts	\$ 320.56	
26 511	GCR Sacramento Tire Center	Equipment Repair/Parts	\$ 158.67	
27 512	Grainger Inc.	Shop Supplies	\$ 952.91	\$ 1,637.56
28 521	Grainger Inc.	Small Tools & Equipment	\$ 684.65	
29 512	Home Depot	Shop Supplies	\$ 286.28	\$ 477.52
30 514	Home Depot	Levee Maint(Supplies&Materials)	\$ 23.34	
31 533	Home Depot	Urban Camp Cleanup	\$ 167.90	
32 508	Hunt & Sons	Fuel/Oil	\$ 796.89	
33 508	InterState Oil Company	Fuel/Oil	\$ 840.69	
34 527	KBA Document Solutions	General Office Expense	\$ 85.70	
35 515	Kent Arborist Services	Levee Maintenance Services	\$ 7,500.00	
36 515	L and D Landfill	Levee Maintenance Services	\$ 256.40	\$ 342.50
37 533	L and D Landfill	Urban Camp Cleanup	\$ 86.10	
38 512	Motion Industries, Inc.	Shop Supplies	\$ 295.34	
39 531	Muller & Associates, Inc.	Technology & Software	\$ 114.19	
40 511	Napa Auto Parts	Equipment Repair/Parts	\$ 655.50	\$ 1,067.06
41 512	Napa Auto Parts	Shop Supplies	\$ 411.56	
42 507	North Sacramento Land Company	Office/Shop Lease	\$ 600.00	
43 523	Nutrien Ag Solutions, Inc	Levee Maint. (Chemicals)	\$ 5,009.22	
44 527	Office Depot	General Office Expense	\$ 1,894.54	\$ 1,973.56
45 614	Office Depot	Miscellaneous Admin	\$ 79.02	
46 527	Pacific Records Management	General Office Expense	\$ 55.00	
47 511	Pape Machinery	Equipment Repair/Parts	\$ 1,856.60	
48 620	Robert Merritt, CPA	Bookkeeping Services	\$ 712.50	
49 527	Robin Hardy Communication Designs	General Office Expense	\$ 87.00	
50 800	Rua & Son Mechanical, Inc.	Building Improvements/Maint	\$ 3,861.75	
51 533	Sacramento County MSA	Urban Camp Cleanup	\$ (45.15)	
52 611	Sacramento Elections	Election Expenses	\$ 145,993.01	
53 506	Sacramento Utilities	Utility Charges	\$ 1,404.58	
54 515	Sierra Waste Recycling & Transfer Station	Levee Maintenance Services	\$ 350.90	
55 512	Signs Now	Shop Supplies	\$ 132.26	\$ 1,051.10
56 514	Signs Now	Levee Maint(Supplies&Materials)	\$ 918.84	
57 506	SMUD	Utility Charges	\$ 901.85	
58 506	Sonitrol	Utility Charges	\$ 848.04	\$ 2,208.20
59 800	Sonitrol	Building Improvements/Maint	\$ 1,360.16	
60 531	Streamline	Technology & Software	\$ 400.00	
61 527	TIAA Bank	General Office Expense	\$ 203.66	
62 518	Umpqua Bank	Staff Training (ISA, California Weed Science)	\$ 180.96	\$ 642.28
63 527	Umpqua Bank	General Office Expense (4imprint)	\$ 357.86	
64 531	Umpqua Bank	Technology & Software (MSFT, CrashPlanPro)	\$ 103.46	
65 515	United Rentals	Levee Maintenance Services	\$ 1,359.71	
66 527	US Bank	General Office Expense (Pitney Bowes)	\$ 49.00	\$ 357.20
67 531	US Bank	Technology & Software (GoToMeeting)	\$ 48.70	
68 533	US Bank	Urban Camp Cleanup (United Site Services)	\$ 259.50	
69 511	Valley Truck & Tractor Co	Equipment Repair/Parts	\$ 4,019.10	
70 505	Verizon Wireless	Telephone	\$ 748.98	
71 506	Waste Management of Sacramento	Utility Charges	\$ 527.02	
72 514	White Cap	Levee Maint(Supplies&Materials)	\$ 1,241.25	
		Accounts Payable Subtotal	\$ 245,725.04	
		Accounts Payable and Aggregate Total:	General Fund \$ 332,283.27	

Acct. #	Paid to	Memo	Amount	Chk. #
	ARFCD General Fund	December Expenses	\$ 93,094.58	
1 511	Acme Rigging & Supply Co.	Equipment Repair/Parts	\$ 66.68	
2 504	ACWA JPIA	Medical/Dental/Vision	\$ 20,214.56	
3 520	ACWA JPIA	Retiree Benefits	\$ 12,095.66	
4 608	ACWA Insurance	Insurance Premiums	\$ 7,187.68	
5 527	Alhambra/Sierra Springs	General Office Expense	\$ 14.72	
6 508	Asbury Environmental Services	Fuel/Oil	\$ 160.00	
7 505	AT&T	Telephone	\$ 692.34	
8 505	AT&T Analog	Telephone	\$ 373.09	
9 515	Bar-Hein Company	Levee Maintenance Services	\$ 85.08	
10 511	Battery Bill Inc.	Equipment Repair/Parts	\$ 482.32	
11 800	Benson Fence Co. A Corp	Building Improvements/Maint	\$ 2,678.00	
12 527	Blue Ribbon Maintenance	General Office Expense	\$ 350.00	
13 511	Bobcat Central	Equipment Repair/Parts	\$ 1,705.16	
14 518	Bobcat Central	Staff Training	\$ 351.76	
15 603	Boutin Jones Inc.	Legal Fees (General)	\$ 1,133.00	
16 511	Cal-Line Sacramento	Equipment Repair/Parts	\$ 197.94	
17 511	Carquest Auto Parts	Equipment Repair/Parts	\$ 348.39	
18 521	Carquest Auto Parts	Small Tools & Equipment	\$ 4.34	
19 534	Cintas	Regulation Compliance (OSHA) (CleanHub)	\$ 5,987.92	
20 527	Clark Pest Control	General Office Expense	\$ 184.00	
21 527	Costco	General Office Expense	\$ 60.00	
22 603	Downey Brand	Legal Fees (General)	\$ 1,617.00	
23 504	Drug & Alcohol Testing	Medical/Dental/Vision	\$ 46.00	
24 800	Firecode	Building Improvements/Maint	\$ 525.00	
25 511	Fluid Tech Hydraulics, Inc	Equipment Repair/Parts	\$ 320.56	
26 511	GCR Sacramento Tire Center	Equipment Repair/Parts	\$ 158.67	
27 512	Grainger Inc.	Shop Supplies	\$ 371.22	
28 521	Grainger Inc.	Small Tools & Equipment	\$ 684.65	
29 512	Home Depot	Shop Supplies	\$ 286.28	
30 514	Home Depot	Levee Maint(Supplies&Materials)	\$ 23.34	
31 533	Home Depot	Urban Camp Cleanup	\$ 167.90	
32 508	Hunt & Sons	Fuel/Oil	\$ 796.89	
33 508	InterState Oil Company	Fuel/Oil	\$ 840.69	
34 527	KBA Document Solutions	General Office Expense	\$ 85.70	
35 515	Kent Arborist Services	Levee Maintenance Services	\$ 7,500.00	
36 515	L and D Landfill	Levee Maintenance Services	\$ 256.40	
37 533	L and D Landfill	Urban Camp Cleanup	\$ 86.10	
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66 531	US Bank	Technology & Software (GoToMeeting)	\$ 48.70	
67 533	US Bank	Urban Camp Cleanup (United Site Services)	\$ 259.50	
68 511	Valley Truck & Tractor Co	Equipment Repair/Parts	\$ 4,019.10	
69 505	Verizon Wireless	Telephone	\$ 249.49	
70 506	Waste Management of Sacramento	Utility Charges	\$ 527.02	
71 514	White Cap	Levee Maint(Supplies&Materials)	\$ 1,241.25	
		Accounts Payable Subtotal	\$ 244,223.90	
		Accounts Payable and General Fund Aggregate Total:	\$ 331,281.62	

American River Flood Control District
Contract to Update the Heating, Ventilation, and Air Conditioning (HVAC)
Control Panel
Staff Report

Discussion:

The District constructed tenant improvements to renovate the Headquarters facility at 185 Commerce Circle in 2015. At that time, it was decided to retain one existing Heating Ventilation and Air Conditioning (HVAC) unit on the roof and replace a dysfunctional one with a new unit. A control panel was furnished with the tenant improvements to control the two HVAC units.

In 2020, the District upgraded the existing roof and replaced the one old HVAC unit with a new model. When connecting the new HVAC unit to the existing control panel, the technician indicated we had an outdated control panel and that newer options would provide better control of the two units with increased efficiency.

The existing control panel is not easy for staff to understand and there have been numerous service calls to have the panel reprogrammed. Despite the efforts to reprogram the panel, the system still needs to be serviced frequently and often leaves the building and staff without heat during winter.

The new panel offered in the proposal from Trane will be simple for staff to use and will eliminate the need for service technicians to frequently come on-site for reprogramming. The new panel would be connected to the internet and could be monitored and diagnosed remotely by Trane. The new panel would also offer a touchscreen and app connectivity for use by staff.

The proposal from Trane includes installation of a new control panel and new control modules at each HVAC plenum to allow the panel to modulate heating and cooling of our system. The estimate from Trane lists a total project cost of \$20,554.

Recommendation:

The General Manager recommends that the Board of Trustees approve the proposal from Trane for installation of a new HVAC control Panel.

**Prepared For:**

Tim Kerr – American River Flood Control District

Date:

December 11, 2020

Job Name:

Am River Flood Control District – CCP Panel Controls Upgrade

Proposal Number:

20-2966640-NH

Delivery Terms:

Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:

Net 30

State Contractor License Number:

1066318

Proposal Expiration Date:

30 Days

Scope of Work:**Controls Systems and Equipment**

- Furnish and Install (1) Trane Concierge BACnet System Controller with Communications Bridge
 - Includes 10" Touchscreen Display
 - Web and smartphone/tablet enabled
- Control of the following existing systems and equipment:
 - (8) Variable Air Volume zone dampers
 - (2) Rooftop VAV units
 - (2) Bypass dampers – bypass dampers to be retrofit with new UC210 DDC controllers and shall communicate wirelessly back to the central panel

**Controls Services Included**

- Project Management
- Engineered Control Submittals and As-Built Drawings
- Control Panel and Low Voltage Wiring Installation
- Control System Programming
- Owner Operational Training

Proposal Notes/Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Equipment Order Release & Services are dependent on receipt of PO/Subcontract and credit approval
- The customer is requested to provide Trane with an Ethernet connection.

Exclusions:

- **Repair of any existing comm links or unitary level controllers**
- Power wiring for the central controller
- Furnishing or installation of VFDs, motor starters, etc.
- Furnish or installation of smoke detectors, fire smoke dampers, etc.
- Air-balancing, water balancing and/or TAB assistance
- Custom, floorplan, or equipment graphics other than what is called out above
- Furnish, install, wire or terminate any panels/devices related any systems not explicitly called out above, including (but not limited to): display or workstation, other controllers or control panels, smoke control systems, fire-life safety systems, lighting control systems, power and/or energy monitoring, security, tenant billing systems, etc.
- Roof Penetration, Coring



Pricing

Base Bid Price (Including Sales Tax).....\$19,136.00

Add #1 – Mount Touchscreen Panel remotely using pre-configured cell router (Including Sales Tax).....\$1,418.00

Financial items not included: Permits, Bid Bond, Payment and Performance Bond, Liquidated or Consequential Damages, Demurrage or Storage Charges

Respectfully submitted,
Nick Herrera - Trane U.S. Inc. dba Trane



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane Canada ULC for Work performed in Canada, and Trane U.S. Inc. for Work performed in the United States.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counter-offer will be deemed accepted. Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company’s option, the order will be cancelled. Any delay in shipment caused by Customer’s actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

4. Exclusions from Work. Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

5. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

6. Payment. Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

7. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

8. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.

9. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and



specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

10. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

11. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

12. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

13. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

14. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

15. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

16. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

17. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and



effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

18. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

19. COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

20. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

21. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY .OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

22. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

23. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.



24. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

25. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

26. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

27. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0720)

Supersedes 1-26.251-10(0620)

American River Flood Control District
Funding Agreement for the Flood Maintenance Assistance Program (FMAP)
Staff Report

Discussion:

The State of California Flood Maintenance Assistance Program provides funding to Local Maintaining Agencies to correct levee operations and maintenance deficiencies and comply with their individual federal Systemwide Improvement Frameworks (SWIF). The District participated in the State 2019-20 FMAP program and received approval to receive \$218,000 for SWIF activities, high-hazard tree removal, and heavy equipment purchases.

This proposal is to participate in the 2020-21 FMAP program. The request this year is to receive \$886,133 for SWIF activities and constructing erosion repairs in Arcade Creek.

The materials for this item include:

- a) Funding Agreement and Resolution Accepting Funds
- b) Attachment B Local Maintaining Agency Authorizing Resolution

These are State Department of Water Resources generated documents and no changes or modifications have been made by District Staff to these documents. Staff filled in the pre-formatted blanks in the documents.

Recommendation:

The General Manager recommends that the Board of Trustees approve the Funding Agreement, the Resolution Accepting Funds, and the Attachment B Local Maintaining Agency Authorizing Resolution.

STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

Agreement Number: 2021-FMAP-NA1-01

FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
AND
AMERICAN RIVER FLOOD CONTROL DISTRICT

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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**FUNDING AGREEMENT BETWEEN
THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES)
AND
AMERICAN RIVER FLOOD CONTROL DISTRICT**

2021-FMAP-NA1-01

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 American River Flood Control District, 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 2020 to Funding Recipient to assist in financing operations and maintenance activities as set forth in Exhibit A (Project).
2. TERM OF FUNDING AGREEMENT. The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by State, through final plus three (3) years unless otherwise terminated or amended as provided in this Agreement. The work window covered by this Agreement begins January 1, 2021 and ends December 31, 2021. Invoices for this work shall be submitted no later than April 30, 2022.
3. FUNDING AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$ _____.
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: _____
at _____.

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

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

9. DEFAULT PROVISIONS. Funding Recipient will be in default under this Funding Agreement if any of the following occur:

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

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

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

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

10. SUBMISSION OF REPORTS. The submittal and approval of all reports or invoices is a requirement for the successful completion of this Funding Agreement. Reports or invoices shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports or invoices shall be submitted to the State's Project Manager Via electronic mail provided. If requested, Funding Recipient shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports verifying progress is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Funding Completion Report is a requirement for the subsequent release of any funds to the Funding Recipient in any Fiscal Year.

- A. Quarterly Progress Reports: Funding Recipient shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be submitted to the State's Project Manager via electronic mail to the address provided. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, Funding Recipients activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period.
- B. Closeout Report: Funding Recipient shall prepare and submit to State a Closeout Report. Funding Recipient shall submit a Closeout Report within ninety (90) calendar days of work completion. The report shall include, in part, a description of actual work done, any changes or amendments to the work plan, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during the Project.

11. NOTIFICATION OF STATE. Funding Recipient shall promptly notify State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, work performed, or schedule under this Funding Agreement. Funding Recipient agrees that no substantial change in the scope of the O&M activities will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by State's representatives. Funding Recipient shall make such notification at least 14 calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during implementation, the Funding Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Funding Recipient agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Funding Recipient regarding the Project or that may affect the Project in any way.
12. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
13. PERFORMANCE EVALUATION. Upon completion of this Funding Agreement, Funding Recipient's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Funding Recipient.
14. FUNDING AGREEMENT REPRESENTATIVES. The Funding Agreement Representatives during the term of this Funding Agreement are as follows:

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

American River Flood Control District
 Project Representative:
 Name: Tim Kerr
 Title: General Manager
 Mailing Address: 185 Commerce Circle
Sacramento, CA 95815
 Phone: (916) 929-4006
 Email: tkerr@arfcd.org

Direct all inquiries to the Project Manager:

Department of Water Resources

Project Manager:

Name: _____

Title: _____

Mailing Address: _____

Phone: _____

Email: _____

American River Flood Control District

Project Manager:

Name: Tim Kerr

Title: General Manager

Mailing Address: 185 Commerce Circle

Sacramento, CA 95815

Phone: (916) 929-4006

Email: tkerr@arfed.org

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

AMERICAN RIVER FLOOD CONTROL
DISTRICT

Jeremy Arrich, Division Chief

Division of Flood Management

Date _____

American River Flood Control District

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.

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	\$ 0.00	\$ 20,000.00
Task 2 – Technical Reports	\$ 20,000.00	\$ 0.00	\$ 20,000.00
Task 3 – Administration	\$	\$	\$
Task 4 – O&M Activities	\$	\$	\$
Task 5 - Equipment	\$	\$	\$
Total	\$ 40,000.00	\$ 0.00	\$ 40,000.00

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 Board of Trustees
of the American River Flood Control District
that pursuant and subject to all applicable State and Federal laws, including the California Budget Act of
2020, that the funds awarded to American River Flood Control District by the
California Department of Water Resources for a State-Federal Flood Control System Modification Program
project titled: 2021-FMAP-NA1-01 are hereby accepted.

The Board of Trustees of the American River Flood Control District
is hereby authorized and directed to sign a Funding Agreement with the California Department of Water
Resources and to sign requests for disbursements to be made under this Funding Agreement.

Passed and adopted at a regular meeting of the Board of Trustees of the
American River Flood Control District 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 Requirements

Internal Controls

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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

ATTACHMENT B

Local Maintaining Agency Authorizing Resolution Resolution No. _____

A Resolution by the Board of Trustees
of the American River Flood Control District

Authorizing a Proposal for funding from the Department of Water Resources and Designating a Representative to Execute the Agreement and any Amendments thereto, for the 2021-FMAP-NA1-01 Project

WHEREAS, the American River Flood Control District is a California Public Agency with responsibility for flood maintenance and land use authority of the Project facilities;

WHEREAS the American River Flood Control District acknowledges that it must submit a new operations, maintenance, repair, rehabilitation, and replacement agreement with the Central Valley Flood Protection Board prior to the receipt of Flood Maintenance Assistance Program funds;

WHEREAS, the American River Flood Control District is authorized to enter into an agreement with the Department of Water Resources and the State of California;

THEREFORE, BE IT RESOLVED by the Board of Trustees of the American River Flood Control District as follows:

1. That pursuant and subject to all of the terms and conditions of the Budget Act of 2020, the Board of Trustees, or designee, to execute the funding agreement with the Department of Water Resources and any amendments thereto.
2. That the _____, or designee, shall prepare the necessary data, make investigations, and take other such actions as necessary and appropriate to obtain funding for the 2021-FMAP-NA1-01 Project.

CERTIFICATION

I hereby certify that the foregoing Resolution No. _____ was duly and regularly adopted by the Board of Trustees of the American River Flood Control District at the meeting held on _____, motion by _____ and seconded by _____, motion passed by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT: _____

Attest: _____

American River Flood Control District

**American River Flood Control District
Personnel Legal Counsel Selection
Staff Report**

Discussion:

With the recent retirement of long time District Personnel Legal Counsel, Julia Jenness, the Personnel Committee has endeavored to identify a suitable replacement for this role. The Committee directed staff to issue a Request for Proposals to a selection of law firms that came highly regarded by Ms. Jenness. RFPs were sent to Boutin Jones, Downey Brand, Weintraub Tobin, and Delfino Madden.

The Committee met on January 12, 2021 to review the responses received from each of the four firms. After careful consideration, the Committee elected to narrow the consideration down to two firms. The Committee is now requesting a web meeting with the representative legal counsel from each remaining firm.

The Committee hopes to have a recommendation for the Board of Trustees at their February 2021 meeting.

Recommendation:

The General Manager recommends that the Board of Trustees receive and file this report.

General Manager's Meeting Summary

December 2020

12/2: Trane Controls Technician Site-Visit. I met with Nick Herrera from Trane to discuss the District's existing HVAC control panel and options for upgrading our technology. Mr. Herrera looked at our tenant improvement plans and inspected our existing HVAC units. He will provide a proposal for upgrading to a new control panel.

12/3: DWR Local Maintaining Agency Coordination meeting. I participated in this meeting via teleconference to discuss the status of DWR inspections, USACE projects, and State grant programs. DWR indicated that Flood Fight Training will only be conducted on-line this year due to COVID restrictions.

12/9: ARFCD Roof Repair/Replacement Construction Meeting. Superintendent Kawamura and I met with Don Mariano from Lionakis and Dennis Philips from Rua and Son to discuss completion of the roof project. The group walked through the building and developed a final punch list for items to correct. The list included finish work on the doors, a wall-pack light that was disconnected, and final wiring and controls for the roof vents.

12/10: Central Valley Flood Protection Board 'No Digging' Signs meeting. I participated in this meeting via teleconference to discuss the State's desire to install 'no digging' signs along the levees to prevent unauthorized excavations. I suggested a reach of the District levees that would be suitable for a test reach to install signs. One goal of the State CVFPB is to perform the work as a maintenance item rather than pursue 408 approval from the US Army Corps of Engineers. This would entail having the signs mounted in a shallow footing to not extend past the 12-inch depth threshold that would trigger 408.

12/11: American River Flood Control District Board of Trustees meeting. The Board met in regular session. The agenda items included Oaths of Office for Trustees L'Ecluse and Shah and an encroachment permit application from the City of Sacramento to construct a paved recreation trail on or along the District levee in River Park.

12/14: Central Valley Flood Protection Board 'No Digging' Signs Site Visit. Superintendent Kawamura and I participated in this site-visit to show staff from the CVFPB sections of the levee that would be suitable for 'no-digging' signs. The objective was to place signs at points of pedestrian

access to the levee system and in over-built or wide sections of the levee to allow a deeper footing for the sign.

12/15: ARFCD Safety Committee meeting. The District Safety Committee met to provide a quarterly review of District safety topics. Topics of discussion included the warehouse safety checklist, the Cintas Safety Management Tool software, training calendar, and confined space training.

12/16: Central Valley Flood Control Association Board of Directors meeting. This meeting was held via audio teleconference. Topics of discussion included Association financial reports, a year-end legislative summary report, and the State DWR General Fund funding request and 5-Year Plan.