

October 11, 2019
Sacramento, California

The Board of Trustees of the American River Flood Control District met in regular session in its office at 185 Commerce Circle, Sacramento, CA at 11:00 a.m. on Friday, October 11, 2019. In attendance were Trustee Holloway, Trustee Shah, Trustee Johns, Trustee Vander Werf and Trustee L'Ecluse. Trustee Holloway presided. Also present from the District were General Manager (GM) Tim Kerr, Superintendent Ross Kawamura, Legal Counsel David Aladjem and Office Manager Malane Chapman. Seven members of the public were present.

This meeting was called to order at 11:08 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 Approval of Consent Agenda Items: On a motion by Trustee Shah seconded by Johns, the Board unanimously approved items 2a) Minutes of Regular Meeting on September 13, 2019, 2b) Approval of Report of Investment Transactions August 2019 (City Pool, LAIF, River City) and Treasurer's Certification, 2c) District Financial Reports: Statement of Operations (September 2019) and Cash Flow Report, 2d) Correspondence: None.

Item No. 3 Accounts Payable and General Fund Expenses (September 2019): Trustee Vander Werf requested clarification on payment to Mead & Hunt, Pape Machinery and Sunbelt Rentals. Following explanation by staff and on a motion by Trustee Vander Werf seconded by Trustee L'Ecluse, the Board unanimously approved payments on the Schedule of Accounts Payable (September 2019) of \$109,581.05 and General Fund Expenses of \$78,967.41 (total aggregate sum \$188,548.46). This item was heard out of order.

Items 4 & 5 these items were heard together. Mr. Jay Punia and Chuck Hilliard with Wood Rodgers, addressed the Board discussing the bank protection repair and using Flexamat at both 1620 and 1622 McClaren Drive. Peter Buck with GEI Consultants discussed that the residents have been very sensitive to the location of this project within the American River Parkway.

Item No. 4 Endorsement of CA Central Valley Flood Board Permit; Applicant: Dr. Lawrence Bass; Description: Repair bank protection site along American River located at 1622 McClaren Drive: Following explanation by staff, Mr. Punia and Mr. Buck and on a motion by Trustee Shah seconded by Trustee Johns, the Board unanimously endorsed the permit for Dr. Bass.

Item No. 5 Endorsement of CA Central Valley Flood Board Permit; Applicant: Marcy Friedman; Description: Repair bank protection site along American River located at 1620 McClaren Drive: Following explanation by staff, Mr. Punia and Mr. Buck and on a motion by Trustee Shah seconded by Trustee Johns, the Board unanimously endorsed the permit for Ms. Friedman.

Item No. 6 Endorsement of CA Central Valley Flood Board Permit; Applicant: Mark L. Ludwig Revocable Trust; Description: Addition to front of house, smaller addition to living space, new large porch and swimming pool at 5732 Coda Lane: Following explanation by staff and on a motion by Trustee Vander Werf seconded by Trustee Johns, the Board unanimously endorsed the permit for Mark L. Ludwig Revocable Trust.

Item No. 7: Ground Penetrating Radar Scope of Work - Subtronics: Following explanation by staff and on a motion by Trustee Johns seconded by Trustee L'Ecluse, the Board unanimously approved items 7a) State Deferred Maintenance Pipes, 7b) Arcade Creek Seepage and 7c) H-Street Sinkhole.

Item No. 8 LAFCo; Selection of Special District Commissioner and Selection of Alternate Special District Commissioner: Mr. Elliot Mulberg introduced himself and asked the Board to support candidacy for Commissioner – Office Number 6. Following discussion by the Board it was requested that the candidates attend the November 8, 2019 meeting. On a motion by Trustee Shah seconded by Trustee L'Ecluse, the Board unanimously approved moving this item to the November 8, 2019 Board meeting and inviting all the candidates to attend. This item was heard out of order.

Item No. 9 Sourcewell Contract 120716-NAF, One (1) New/Unused (2020 Ford Super Duty F-250 SRW (X2b) XL 4WD SuperCab 6.75' Box 148" WB), \$36,709.18: Following explanation by staff and on a motion by Trustee Shah seconded by Trustee Johns, the Board unanimously approved the purchase of the 2020 Ford Super Duty F-250.

Item No. 10 Closed Session: Conference with Legal Counsel – Pending Litigation: Government Code 54956.9: This item was removed from the agenda.

Item No. 11 Administrative Staff Reports:

a) *General Manager Tim Kerr reported on the following:*

- General Manager's September Meeting Summary;
- *New Staff – Scott Webb, Field Supervisor;*
- *Public Records Request – Update;*
- Hydrologic Conditions: Folsom Lake 69% of capacity with an outflow 3,001 cfs. The gauge at the I Street Bridge shows a water surface elevation of 7 feet above sea level;
- Next Board Meeting is scheduled for November 8, 2019.

b) *Legal Counsel David Aladjem had nothing further to report.*

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

Item No. 12 Operations and Maintenance Staff Reports:

a) *Superintendent Ross Kawamura reported on:*

- Crew activities including camp cleanup, garbage cleanup, vegetation management, slope repair, erosion control, rodent abatement and mowing.

Item No. 13 Questions and Comments by Trustees: Trustee Vander Werf attended the College Green Neighborhood Association meeting. Trustee Holloway met with Save the American River Association (SARA).

Item No. 14 Adjourn: There being no further business requiring action by the Board, the meeting was adjourned by Trustee Holloway at 12:37 p.m.

Attest:

Secretary

President

**American River Flood Control District
Staff Report**

Investment Transactions Summary; September 2019

LAIF:

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

City Pool A

- Accrued Interest Receivable for the month of September was \$17,298.25.
- As of September 30, 2019, the balance of Interest Receivable in this account was \$54,512.41.

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

River City Bank Money Market:

- On September 13, 2019 a transfer was sent to River City Bank Checking in the amount of \$236,426.00.
- On September 30, 2019 a monthly interest payment was deposited in the amount of \$1,539.64.

River City Bank Checking:

- On September 13, 2019 a transfer was received from River City Bank Money Market in the amount of \$236,426.00.
- Total amount of Accounts Payable cleared during the month of September was \$169,118.52.
- On September 30, 2019 a monthly interest payment was deposited in the amount of \$12.98.

**American River Flood Control District
Investment Transaction Report
September 2019**

Item 2b

Balance and Transactions

Account		LAIF	City Pool A	River City Bank Money Market	River City Bank Checking
Beginning Balance	9/1/19	\$455,769.42	\$8,628,237.09	\$1,026,952.05	\$82,209.07
Transactions					
River City Bank Transfer	9/13/19			(236,426.00)	236,426.00
City Pool A Interest	9/30/19		17,298.25		
River City Bank Interest	9/30/19			1,539.64	12.98
Accounts Payable (cleared)					(169,118.52)
Ending Balance:	9/30/19	\$455,769.42	\$8,628,237.09	\$792,065.69	\$149,529.53

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

Interest

Date:	Oct 2018	Nov 2018	Dec 2018	Jan 2019
LAIF	2.14	2.21	2.29	2.36
City Pool A	2.27	2.33	2.41	2.45
River City Bank Money Market	1.79	1.87	1.95	2.01
River City Bank Checking	0.08	0.09	0.06	0.09
Date:	Feb 2019	Mar 2019	Apr 2019	May 2019
LAIF	2.39	2.44	2.45	2.45
City Pool A	2.63	2.5	2.58	2.56
River City Bank Money Market	2.10	2.14	2.19	2.22
River City Bank Checking	0.10	0.10	0.10	0.10
Date:	June 2019	Jul 2019	Aug 2019	Sep 2019
LAIF	2.43	2.38	2.34	2.28
City Pool A	2.56	2.56	2.51	2.43
River City Bank Money Market	2.23	2.20	2.18	2.14
River City Bank Checking	0.10	0.10	0.10	0.09

AMERICAN RIVER FLOOD CONTROL DISTRICT

MONTHLY REVIEW – SEPTEMBER 2019

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.

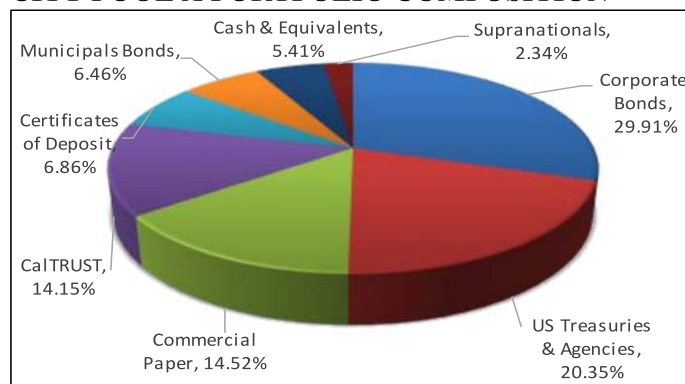
PORTFOLIO STATISTICS

Beginning Balance	8,665,451
Contributions	-
Withdrawals	-
Interest Earned	17,298
Ending Balance	8,682,749

PERFORMANCE COMPARISON

City Pool A	2.43%
LAIF	2.28%
90 Day T-Bill	2.19%
Federal Funds	2.02%

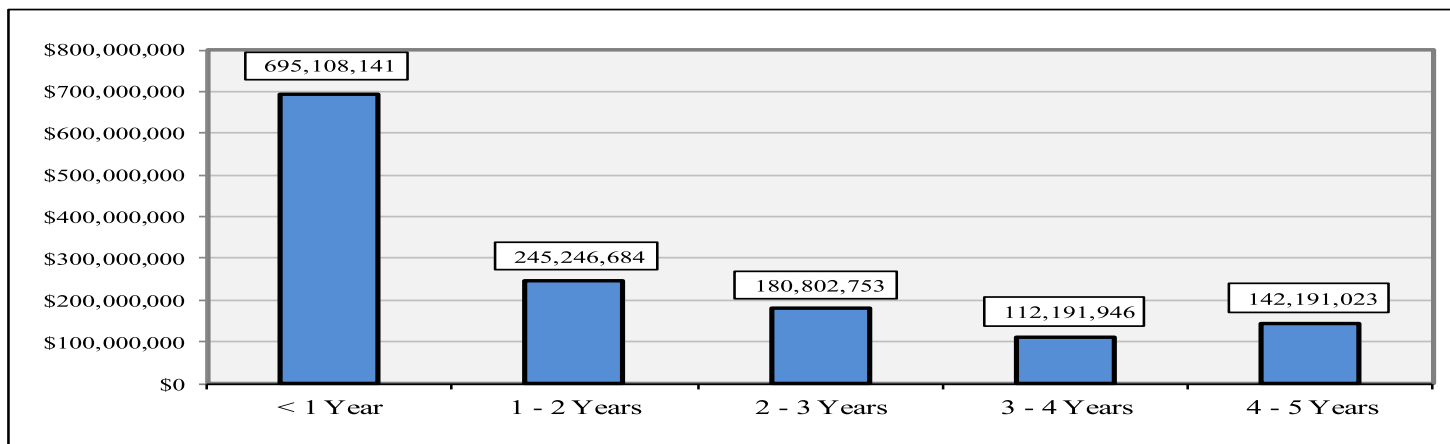
CITY POOL A PORTFOLIO COMPOSITION



Asset Type	Pct. Assets	YTM
Corporate Bonds	29.91%	2.59%
US Treasuries & Agencies	20.35%	2.15%
Commercial Paper	14.52%	2.48%
CalTRUST	14.15%	2.20%
Certificates of Deposit	6.86%	2.47%
Municipals Bonds	6.46%	2.29%
Cash & Equivalents	5.41%	2.15%
Supranationals	2.34%	2.09%

CITY POOL A MATURITY SCHEDULE

Maturity	Market Value	Pct. Holdings
< 1 Year	695,108,141	50.53%
1 - 2 Years	245,246,684	17.83%
2 - 3 Years	180,802,753	13.14%
3 - 4 Years	112,191,946	8.16%
4 - 5 Years	142,191,023	10.34%
Total	1,375,540,547	100.00%



City of Sacramento
 CASH LEDGER
American River Flood Control District
 From 09-01-19 To 09-30-19

Item 2b

All Cash Accounts

Trade Date	Settle Date	Tran Code	Quantity	Security	Amount	Cash Balance
Pool A Interest Receivable						
09-01-19				Beginning Balance		37,214.16
09-30-19	09-30-19	in		Pool A Cash	17,298.25	54,512.41
				Sep 2019 estimated Pool A interest	17,298.25	
09-30-19				Ending Balance		54,512.41
Pool A Cash						
09-01-19				Beginning Balance		8,628,237.09
09-30-19				Ending Balance		8,628,237.09



River City Bank

WWW.RIVERCITYBANK.COM

PO Box 15247, Sacramento, CA 95851-0247

Return Service Requested

Item 2b



Last statement: August 31, 2019
This statement: September 30, 2019
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	\$1,026,952.05
Low balance	\$790,526.05	Total additions	1,539.64
Average balance	\$885,096.45	Total subtractions	236,426.00
Avg collected balance	\$885,096	Ending balance	\$792,065.69
Interest paid year to date	\$9,120.25		

DEBITS

Date	Description	Subtractions
09-13	Cash Mgmt Trsfr Dr REF 2561514L FUNDS TRANSFER TO DEP XXXXX0736 FROM	236,426.00

CREDITS

Date	Description	Additions
09-30	Interest Credit	1,539.64

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
08-31	1,026,952.05	09-13	790,526.05	09-30	792,065.69

INTEREST INFORMATION

Annual percentage yield earned	2.14%
Interest-bearing days	30
Average balance for APY	\$885,096.45
Interest earned	\$1,539.64

AMERICAN RIVER FLOOD CONTROL DISTRICT
September 30, 2019

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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



River City Bank

WWW.RIVERCITYBANK.COM

PO Box 15247, Sacramento, CA 95851-0247

Return Service Requested

Item 2b



Last statement: August 31, 2019
This statement: September 30, 2019
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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0811090736
(45)

Direct inquiries to:
916-567-2836

Public Fund Interest Checking

Account number	0811090736	Beginning balance	\$82,209.07
Enclosures	45	Total additions	236,438.98
Low balance	\$75,160.19	Total subtractions	169,118.52
Average balance	\$174,199.67	Ending balance	\$149,529.53
Avg collected balance	\$174,199		

CHECKS

Number	Date	Amount	Number	Date	Amount
7126	09-12	600.00	7173	09-24	25.00
7128 *	09-05	805.00	7174	09-24	130.00
7135 *	09-05	50.00	7175	09-20	23,000.00
7151 *	09-05	83.50	7176	09-25	941.50
7152	09-26	8,400.00	7177	09-23	50.00
7153	09-24	24,996.80	7178	09-25	1,814.00
7154	09-27	87.43	7179	09-24	1,340.56
7155	09-25	122.36	7180	09-26	5,825.01
7156	09-24	691.54	7181	09-24	600.00
7157	09-26	54.20	7182	09-19	117.96
7158	09-25	160.77	7184 *	09-26	1,050.88
7159	09-24	2,182.41	7186 *	09-23	1,717.91
7160	09-25	2,595.37	7187	09-24	150.76
7161	09-24	2,521.10	7188	09-23	995.39
7162	09-25	350.00	7189	09-25	835.16
7165 *	09-25	92.00	7190	09-30	200.00
7166	09-23	207.42	7191	09-24	3,129.50
7167	09-25	1,180.41	7192	09-26	270.52
7169 *	09-23	107.02	7193	09-26	544.18
7170	09-24	4,292.50	7194	09-24	524.26
7171	09-24	265.52	7195	09-25	455.44
7172	09-25	1,669.65	7196	09-24	182.69

AMERICAN RIVER FLOOD CONTROL DISTRICT
September 30, 2019

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0811090736

Number	Date	Amount	Number	Date	Amount
7997 *	09-24	194.72			

* Skip in check sequence

DEBITS

Date	Description	Subtractions
09-05	' ACH Withdrawal HEALTHEQUITY INC HealthEqui 190905	150.00
09-12	' ACH Withdrawal INTUIT PAYROLL S QUICKBOOKS 190912 946000047	5,360.38
09-13	' ACH Withdrawal INTUIT PAYROLL S QUICKBOOKS 190913 946000047	26,029.96
09-19	' ACH Withdrawal INTUIT PAYROLL S QUICKBOOKS 190919 946000047	428.52
09-20	' ACH Withdrawal CALPERS 3100 100000015762685	3,853.52
09-20	' ACH Withdrawal CALPERS 1900 100000015788883	48.97
09-20	' ACH Withdrawal CALPERS 3100 100000015762726	1,395.43
09-20	' ACH Withdrawal CALPERS 1900 100000015788874	5,483.57
09-23	' ACH Withdrawal HEALTHEQUITY INC HealthEqui 190923	152.95
09-23	' ACH Withdrawal CALPERS 1900 100000015810914	2,870.52
09-30	' ACH Withdrawal INTUIT PAYROLL S QUICKBOOKS 190930 946000047	27,733.42
09-30	' Service Charge ADDITIONAL DEBITS	0.84

CREDITS

Date	Description	Additions
09-13	' Cash Mgmt Trsfr Cr REF 2561514L FUNDS TRANSFER FRMDEP XXXXX0952 FROM	236,426.00
09-30	' Interest Credit	12.98

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
08-31	82,209.07	09-13	285,556.23	09-23	245,127.05
09-05	81,120.57	09-19	285,009.75	09-24	203,899.69
09-12	75,160.19	09-20	251,228.26	09-25	193,683.03

AMERICAN RIVER FLOOD CONTROL DISTRICT
September 30, 2019

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0811090736

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
09-26	177,538.24	09-27	177,450.81	09-30	149,529.53

INTEREST INFORMATION

Annual percentage yield earned	0.09%
Interest-bearing days	30
Average balance for APY	\$174,199.67
Interest earned	\$12.98

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 September 2019**
- Investment Pool A Account, City of Sacramento **Dated September 2019**
- District Checking Account, River City Bank **Dated September 2019**
- District Repurchase Account, River City Bank **Dated September 2019**

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

American River Flood Control District
Statement of Operations
July 1, 2019 to October 31, 2019 (Four Months Ending of Fiscal 2020)
For Internal Use Only

	Year to Date July 1, 2019 to October 31, 2019	Budget	Percent of Budget
Revenues			
Benefit assessment	\$ -	\$ 1,429,793	0.00%
Consolidated capital assessment	-	980,000	0.00%
Interest	62,856	77,267	81.35%
O & M agreements	-	231,801	0.00%
Miscellaneous	-	-	Not budgeted
Total Revenues	<u>62,856</u>	<u>2,718,861</u>	2.31%
M & O Expenses			
Salaries and wages	244,360	790,476	30.91%
Payroll tax expense	17,682	63,238	27.96%
Pension expense	55,049	156,542	35.17%
Compensation insurance	-	39,524	0.00%
Medical/dental/vision	73,388	213,378	34.39%
Fuel/oil reimbursement	7,553	35,000	21.58%
Equipment rental	13,210	20,000	66.05%
Equipment repairs/parts	20,710	45,000	46.02%
Equipment purchases (< \$5,000)	3,172	15,000	21.15%
Shop supplies	6,100	15,000	40.67%
Levee maint. (supp. & material)	3,321	20,000	16.61%
Levee maint. chemicals	1,360	15,000	9.07%
Levee maint. services	25,882	80,000	32.35%
Rodent abatement (supplies & materials)	2,447	10,000	24.47%
Employee uniforms	4,782	5,000	95.64%
Staff training	805	7,500	10.73%
Miscellaneous	-	2,000	0.00%
Small tools & equipment	1,482	7,500	19.76%
Emergency preparedness program	15,943	15,000	106.29%
Engineering services	10,088	20,000	50.44%
Environmental services/studies	-	5,000	0.00%
Encroachment remediation	-	15,000	0.00%
Urban camp cleanup	937	50,000	1.87%
Total M & O Expenses	<u>508,271</u>	<u>1,645,158</u>	30.89%
Administration Expenses			
Board of trustees compensation	1,766	7,600	23.24%
Trustee expenses	1,042	1,750	59.54%
Accounting services	700	20,000	3.50%
Legal services (general)	3,532	50,000	7.06%
Utilities	10,127	40,000	25.32%
Telephone	3,845	25,000	15.38%
Retiree benefits	54,844	135,000	40.63%
Office/shop/yard lease	2,400	6,000	40.00%
Office equipment/furniture	-	7,500	0.00%
Office supplies	-	2,000	0.00%
Auto allowance	2,360	6,600	35.76%
Parking reimbursement	-	500	0.00%
General office expense	2,922	15,000	19.48%
Technology and software	1,522	10,000	15.22%
Legislative services	-	-	Not budgeted
Dues and associations	18,902	25,000	75.61%
Property and liability insurance	25,921	30,000	86.40%
Conference/workshop/seminar	-	-	Not budgeted
Public relations/information	-	30,000	0.00%
Miscellaneous	1,224	5,000	24.48%
Election expense	-	-	Not budgeted
Employee morale/wellness	-	2,000	0.00%
Investment fees	-	20,000	0.00%
Community services	-	1,500	0.00%
Bookkeeping services	1,350	14,000	9.64%
Property taxes	68	3,000	2.27%
Building maintenance	-	10,000	0.00%
County Dtech fees for DLMS	15,109	50,000	30.22%
Interest expense	133	-	Not budgeted
Total Administration Expenses	<u>147,767</u>	<u>517,450</u>	28.56%
Special Projects Expenses			
Engineering studies/survey studies	-	150,000	0.00%
Levee standards compliance	23,000	25,000	92.00%
Encroachment remediation	-	-	Not budgeted
Vegetation management	-	-	Not budgeted
Small capital projects	-	50,000	0.00%
Total Special Project Expenses	<u>23,000</u>	<u>225,000</u>	10.22%
Capital Outlay			
Bank protection	-	-	Not budgeted
Magpie Creek	-	-	Not budgeted
Property acquisition	-	-	Not budgeted
Miscellaneous	-	-	Not budgeted
Equipment purchases (over \$5,000)	46,286	100,000	46.29%
Total Capital Outlay	<u>46,286</u>	<u>100,000</u>	
Capital Outlay: District Headquarters Build-Out			
Building improvements/maintenance	17,175	225,000	7.63%
La Riviera improvements/maintenance	68	2,000	3.40%
	<u>17,243</u>	<u>227,000</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 2019 through June 2020

Cash Flow Report													
Maintenance and Operations Expens	Jul 19	Aug 19	Sept 19	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar 20	Apr 20	May 20	Jun 20	TOTAL
500 - Salary/Wages	58,116.53	59,270.60	61,453.64	61,066.28	65,950.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	305,857.97
501 - Payroll Taxes	4,470.68	4,558.96	4,726.01	4,286.42	4,211.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22,253.21
502 - Pension	9,373.16	18,128.96	9,467.15	18,267.44	4,145.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	59,382.46
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	15,684.32	15,856.32	14,028.06	14,806.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60,375.39
508 - Fuel/Oil	2,188.69	5,121.50	1,669.65	2,200.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,179.97
509 - Equipment Rental	3,129.50	3,129.50	3,129.50	6,950.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,339.01
510 - Equipment Purchase(< \$5000	297.26	0.00	0.00	3,172.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,469.31
511 - Equipment Repair/Parts	5,655.89	8,224.85	9,097.22	3,665.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26,643.01
512 - Shop Supplies	1,231.54	3,512.76	1,161.26	1,365.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,271.11
514 - Levee Maint(Supplies&Materi	134.09	1,109.89	182.69	2,028.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,455.32
515 - Levee Maintenance Services	4,645.16	1,635.71	5,152.78	15,593.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27,027.51
516 - Employee Uniforms	492.64	4,782.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,274.87
518 - Staff Training	1,500.00	805.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,305.00
519 - Miscellaneous O&M	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
521 - Small Tools & Equip	0.00	1,185.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,185.23
523 - Levee Maint. (Chemicals)	0.00	1,360.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,360.38
525 - Emergency Preparedness Pr	0.00	0.00	15,942.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,942.92
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	0.00	0.00	2,447.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,447.13
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	164.97	1,122.65	180.29	163.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,630.96
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	107,084.43	129,804.54	126,191.17	136,012.81	74,307.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	573,400.76
Administrative Expenses	Jul 19	Aug 19	Sept 19	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar 20	Apr 20	May 20	Jun 20	TOTAL
505 - Telephone	1,131.79	1,382.67	1,338.16	1,517.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,370.01
506 - Utility Charges	2,905.15	3,315.25	3,336.87	3,291.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,848.56
507 - Office/Shop Lease	600.00	600.00	600.00	600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,400.00
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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,750.00
520 - Retiree Benefits	10,968.74	10,968.74	10,968.74	10,968.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	43,874.96
522 - Office Equipment/Furniture	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
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	1,050.23	1,079.19	1,115.46	1,054.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,299.80
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	341.55	259.99	259.99	1,002.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,863.57
600 - Board of Trustees Compensa	0.00	0.00	0.00	937.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	937.40
601 - Trustee Expenses	380.00	380.00	380.00	475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,615.00
602 - Accounting Services	53.92	798.12	61.94	181.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,095.88
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	3,810.00	8,944.00	1,180.41	2,352.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,286.41
606 - Legislative Services	0.00	(8,323.69)	2,755.50	3,294.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(2,274.09)
607 - Dues and Assoc. 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
608 - Insurance Premiums	0.00	60.00	5,747.00	9,820.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,627.00
609 - Conference /Workshops/Sem	14,314.08	0.00	0.00	21,574.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35,888.08
610 - Public Relations Information	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
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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
613 - Community 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
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	4,083.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,083.00
619 - Building Maintenance	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
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	675.00	1,387.50	0.00	712.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,775.00
622 - County DTEch Fees for DLMS	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
623 - Employee Morale/Wellness	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

AMERICAN RIVER FLOOD CONTROL DISTRICT
Cash Flow Report
July 2019 through June 2020

Total Administrative	36,780.46	25,484.77	28,294.07	58,331.28	550.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	149,440.58
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Special Projects Expenses	Jul 19	Aug 19	Sept 19	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar 20	Apr 20	May 20	Jun 20	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	9,450.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,450.00
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	9,450.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,450.00

Capital Outlay: Flood Control	Jul 19	Aug 19	Sept 19	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar 20	Apr 20	May 20	Jun 20	TOTAL
700 - Bank Protection	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
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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Income	Jul 19	Aug 19	Sept 19	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar 20	Apr 20	May 20	Jun 20	TOTAL
120 - Benefit Assessment	0.00	38,024.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38,024.99
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	3,819.31	1,892.89	1,552.62	3,972.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,237.45
124 - O&M Agreements	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
126 - Miscellaneous 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	0.00
Total Income	983,819.31	39,917.88	1,552.62	3,972.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,029,262.44

Fund Balance

District Operations Fund	Jul 19	Aug 19	Sept 19	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar 20	Apr 20	May 20	Jun 20
Beginning Balance	1,204,681.07	2,044,635.49	1,929,264.06	1,776,331.44	1,576,509.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Income	983,819.31	39,917.88	1,552.62	3,972.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expenses	143,864.89	155,289.31	154,485.24	203,794.09	74,857.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ending Balance	2,044,635.49	1,929,264.06	1,776,331.44	1,576,509.98	1,501,652.17	0.00	0.00	TRUE	0.00	0.00	0.00	0.00

Capital Outlay Reserve Fund	Jul 19	Aug 19	Sept 19	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar 20	Apr 20	May 20	Jun 20
Beginning Balance	1,270,000.00	1,270,000.00	1,270,000.00	1,270,000.00	1,270,000.00	0.00	0.00	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	1,270,000.00	1,270,000.00	1,270,000.00	1,270,000.00	1,270,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Retiree Health Benefit Reserve Fund	Jul 19	Aug 19	Sept 19	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar 20	Apr 20	May 20	Jun 20
Beginning Balance	3,480,014.00	3,480,014.00	3,480,014.00	3,480,014.00	3,480,014.00	0.00	0.00	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	3,480,014.00	3,480,014.00	3,480,014.00	3,480,014.00	3,480,014.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Flood Emergency Response Reserve Fund	Jul 19	Aug 19	Sept 19	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar 20	Apr 20	May 20	Jun 20
Beginning Balance	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	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Emergency Repair Reserve Fund	Jul 19	Aug 19	Sept 19	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar 20	Apr 20	May 20	Jun 20
Beginning Balance	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	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Balance	9,794,649.49	9,679,278.06	9,526,345.44	9,326,523.98	9,251,666.17	0.00	0.00	1.00	0.00	0.00	0.00	0.00
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October 15, 2019

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

Dear Colleague:

I am pleased to share with you that the Association of California Water Agencies (ACWA) Nominating Committee has selected me as their recommended candidate to serve in the role of ACWA President for the 2020-2021 term. I am excited about having the continued opportunity to play a leadership role in ACWA and represent your water agency and the other 457 ACWA member agencies in addressing California's increasingly complex water issues. I am writing to respectfully request your agency's support for my candidacy during the ACWA Officer Election at our fall conference.

My experience in serving as the ACWA Vice President the past two years, in addition to participating on various ACWA committees and in numerous events over the years, has shown me that it is the people that make the difference in the success of our statewide organization. The diversity among water agencies – north/south, east/west, large/small, ag/urban, coastal/mountain, desert/forest – provides a stellar example of the value of collaboration. Statewide, ACWA member agencies have the expertise to solve almost any water issue when given the opportunity. One of the things I enjoy most about being a part of ACWA is being able to learn from water experts from each of our regions. Together we are a mighty force throughout California and together we can solve difficult issues to the benefit of all Californians.

I have attached a brief summary of my experience. While this experience is indeed important, what I treasure most is having the support of people whom I respect within ACWA – past presidents, fellow ACWA Board members, friends from other water agency boards, general managers and district staff.

Many agencies have already indicated support for my candidacy, and I am very grateful for their early votes of confidence. I respectfully ask for an opportunity to represent the best interests of water agencies throughout California and ask for your agency's vote. I look forward to seeing you at our fall conference in San Diego. Thank you in advance for your support. Please contact me if you have any questions about my candidacy at 714-227-2869.

Respectfully,

A handwritten signature in blue ink that reads "Steven E. LaMar".

Steven E. LaMar
Director

Enclosure: Statement of Qualifications

STEVEN E. LAMAR

Statement of Qualifications for President Association of California Water Agencies

- Inclusive Leadership
- Active Advocacy
- Strong Commitment to the Water Community

“Seeing things from all perspectives and working together to make a difference. This is not only the best way to forge alliances and make tough policy decisions, it’s essential for good governance.”



Inclusive Leadership: Experience that Counts

Steve LaMar has been a member of the Irvine Ranch Water District (IRWD) Board of Directors since early 2009, serving multiple terms as Board President. In past elections, he received support and endorsements from both the business community (e.g., Orange County Business Council, Building Industry Association) and environmental groups (e.g., Orange County League of Conservation Voters, Sierra Club).

Mr. LaMar has also served in leadership roles for the Association of California Water Agencies (ACWA). He is currently Vice President, past Chair of the ACWA Federal Affairs Committee, and a member of ACWA’s Executive Committee. He is a past Chair of ACWA’s Headwaters Task Force. Mr. LaMar has served on the board of directors of several other water-related organizations, including the National Water Resources Association (representing 17 Western states), the Southern California Water Coalition, CalDesal, and the National Water Research Institute.

Beyond his water industry involvement, Steve has held leadership positions at a wide range of organizations, such as President of the Natural Communities Coalition of Orange County, a nonprofit organization responsible for implementing California’s first natural community conservation plan and for protecting 37,000 acres of habitat. He was a past leader in the California Building Industry Association, where he chaired both the Water Resources Committee and the Government Affairs Committee.

Active Advocacy: Not Just Words

Mr. LaMar has a history of advocating for ACWA’s policies and initiatives in his current role as an ACWA officer and through service on numerous ACWA committees. He currently chairs ACWA’s Water Resilience Portfolio Working Group to develop ACWA’s recommendations to the Newsom Administration and the ACWA Board Steering Committee to draft ACWA’s first five-year strategic plan.

A Long-Term Commitment to the Water Community: Live What You Believe

Steve’s commitment to the water community pre-dates his joining the Board of IRWD. He worked on the Delta Vision Stakeholders Coordinating Group as a business representative, the AB 2717 Landscape Task Force as the chair of the Economics Work Group, the 2005 and 2009 Advisory Committees for the California Water Plan, the State Water Desalination Task Force, and Governor Davis’ Drought Advisory Panel.

Serving on the Board of IRWD has provided Mr. LaMar with the knowledge and understanding of what goes into providing retail water service to a broad and diverse community. He has a Bachelor of Arts in Political Science from Pittsburg State University and an Environmental Management Institute Certificate from the U.S. Environmental Protection Agency.



Pamela Tobin, Director

October 18, 2019

Dear ACWA Member Agency Board Chairs and Presidents:

I wanted to inform you that I will be nominated from the floor for the office of ACWA Vice President during the General Session Membership Meeting on December 4th, at the ACWA Fall Conference.

I feel strongly that I am the best candidate to bring the *experience and leadership* needed to help ACWA fulfill its vision and mission. Consequently, I believe I have an obligation to the ACWA membership to continue to offer myself to serve in this important role.

GO TO THE FOLLOWING WEB ADDRESS TO ACCESS MY STATEMENT OF QUALIFICATIONS, CURRICULUM VITAE, AND MY PRIORITIES FOR ACWA: <https://www.sjwd.org/pam-tobin-for-acwa-vp>

Many ACWA members across the State -- north and south, ag and urban -- have also encouraged me to continue my bid for ACWA Vice President. Among those urging me to continue my candidacy are *former ACWA Presidents: Jerry Gladbach and Bette Boatman*. They and others have told me that they value my 15 years of experience in California water, the leadership roles I have played and my active participation in ACWA and ACWA-JPIA over the last several years.

I would appreciate **YOUR AGENCY'S VOTE** at conference in support of my candidacy for ACWA Vice President. **PLEASE BE SURE TO DESIGNATE AND DIRECT YOUR DELEGATE TO CAST YOUR VOTE FOR ME.**

Information regarding the voting process, the delegate designation form, and a facsimile of the ballot your delegate will receive at conference may also be found at the web address above.

I would be pleased to speak to you and your Board colleagues to provide more information about myself or answer any questions you might have. I welcome and invite such a conversation.

Thank you for your consideration.

Sincerely,

Pam Tobin
 Director, San Juan Water District
 Chair, ACWA Region 4; Director, ACWA-JPIA
 916-275-0875 | petpyrs@surewest.net

cc: General Manager
 American River Flood Control District
 185 Commerce Circle
 Sacramento, CA 95815



SACRAMENTO LOCAL AGENCY FORMATION COMMISSION
 1112 I Street, Suite 100 • Sacramento, CA 95814 • (916) 874-6458 • Fax (916) 874-2939

DATE: September 24, 2019

TO: Special Districts' Selection Committee

FROM: Donald Lockhart, Executive Officer

RE: **Selection of Special District Commissioner**
 Term of Office: January 1, 2020 to December 31, 2023
and Selection of Alternate Special District Commissioner
 Term of Office: January 1, 2020 to December 31, 2021
for the Sacramento Local Agency Formation Commission

Pursuant to the provisions of Section 56332 of the Government Code, the Executive Officer has determined that a meeting of the Special District Selection Committee for the purpose of selecting a Special District Commissioner [Office No. 6] and Alternate Special District Commissioner [for Offices No. 6 & 7] to serve on the Sacramento Local Agency Formation Commission is not feasible. Based on past experience, due to the size of the Special District Selection Committee, it has been difficult to establish a quorum. Therefore, the business of the Special District Selection Committee will be conducted in writing, as provided in the cited section code.

Please see the attached Ballot

Please select one candidate for Special District Commissioner and one candidate for Alternate Special District Commissioner.

**Please return the ballot to the LAFCo office no later than:
4:00 P.M. on THURSDAY, NOVEMBER 21, 2019**

To be valid, selection of a candidate must be done by a majority vote of the governing board of an Independent Special District in an official meeting of that board and certified by the secretary or clerk of the board.

Any ballot received after the date specified above shall not be valid. The candidate who receives the most votes will be determined the winner outright. In the event of a tie, there will be a run-off selection held in the same format as the initial selection. The LAFCo Executive Officer will announce the results of the selection within seven days of the specified date.

If you have questions, please contact Sacramento LAFCo at (916) 874-6458.

Return ballot to:
Sacramento LAFCo
1112 "I" Street; Suite 100
Sacramento, CA 95814

or e-mail to: Diane.Thorpe@SacLAFCo.org



Sacramento
LAFCo

Ballot

Item 4

LAFCo Special District Commissioner & Alternate

Commissioner & Alternate Commissioner

Please select one candidate from each COLUMN

Ballot A

Commissioner - Office No. 6

Please select **ONE** candidate **BELOW**

- Jason Green**
Rio Linda Elverta Community Water District

- Michael Hanson**
Arcade Creek Recreation & Park District

- Lindsey Liebig**
Herald Fire Protection District

- Charlea Moore**
Rio Linda Elverta Recreation & Park District

- Elliot Mulberg**
Florin Resource Conservation District

- Gary Page**
Fair Oaks Water District

- Brandon Rose**
Sacramento Municipal Utility District

- Michael Yearwood**
Cordova Recreation & Park District

Ballot B

Alternate Commissioner - for Offices No. 6 & 7

Please select **ONE** candidate **BELOW**

- Jason Green**
Rio Linda Elverta Community Water District

- Michael Hanson**
Arcade Creek Recreation & Park District

- Lindsey Liebig**
Herald Fire Protection District

- Charlea Moore**
Rio Linda Elverta Recreation & Park Dis-

- Michael Yearwood**
Cordova Recreation & Park District

Ballot must be received by **4:00 pm on Thursday November 21, 2019**

Special Districts must return the ballots to LAFCo by the date specified above. Any ballot received after the specified date shall not be valid. *The information below must be complete*

The candidate who receives the most votes will be determined the winner outright.

The LAFCo Executive Officer will announce the results of the election within seven days of the specified date.

Name of Special District

Street Address

Date of Meeting

District Phone Number

Signature of Secretary or Clerk of the Board

Phone Number

Print Name

E-mail Address



Jason A. Green

XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

Seven-year resident of Rio Linda.

Appointed Board Member for Rio Linda Elverta Community Water District in February 2019.

Currently employed as an electrician in IBEW Local 340 and have been an electrician in the construction industry for 30-years.

President of the Rio Linda/Elverta Historical Society. Member of Rio Linda Grange and participate in several non-profit community benefit organizations, e.g. Rio Linda Food Closet.

[REDACTED]
Sacramento, CA 95841

[REDACTED]

[REDACTED]

[REDACTED]

SUMMARY

Information Technology Professional proven experience including roles as a manager, project manager, systems analyst, systems integrator and software developer of systems in the mainframe and midrange environments. Experienced in all stages of software development life cycle, from analysis through implementation. Successfully managed numerous projects and led teams in system & vendor selection, analysis of business requirements, vendor management, system development & implementation.

Strengths include:

- Project Manager
- Vendor Management
- Systems Integration
- Database Analysis
- Application Architecture
- System Analysis
- Software Development Lifecycle
- Managing Projects Across Technologies

Elected to Arcade Creek Recreation and Park District 2014

- Serve as Chair 2015
- Serve as director 2016
 - Lead in the Master Plan project
- Serve as Secretary/Treasurer 2017

PROFESSIONAL EXPERIENCE

CSAA IG, Glendale AZ **1993-Present**
Previously, CSAA, San Francisco, CA

AAA Membership and Insurance Co.

Project Manager 2002 – Present

As an EDS/HP employee supporting CSAA (outsourced in 1996), led projects involved in mainframe upgrades and support activities.

- Created proposal to upgrade all application software to a consistent and supportable level. The application software would not be supported under the new operating system (the environment was scheduled to be upgraded). Worked with leadership to document proposal and create the accepted SOW. (Project size >65K staff hours)
- Managed teams' efforts associated with the application. Assumed role as the Technical Lead and Application Architect. Needed to allow concurrent business changes to occur while upgrading the infrastructure. Delivered a consolidated toolset for mainframe application support including the customized Configuration Management tool, the approach to managing DB2, and the build process itself.

- Reviewed infrastructure requirements and worked with senior management to create an accepted SOW to upgrade the system software.
- Managed a multi-stage mainframe software upgrade the environment to supported levels. Managed the efforts of EDS, Mphasis, and CSAA teams to upgrade the environment with minimal interruption to the business.
- Technical lead for the CSAA account for the mainframe portion of the Data Replication Project by providing stats and coordinating various teams. In addition, provided communication and follow-through for questions/concerns related to the midrange portion of the effort. Help to coordinate the efforts to deliver a successful data replication environment where the mainframe and midrange have replication in place for Disaster Recovery purposes.
- Manage mainframe hardware upgrades. Managed 4 mainframe CPU upgrades for the CSAA account. The scope included the coordination of the teams, the actual upgrade itself, and validation all components would continue to support the business/applications in the new environment as they did on the current hardware including the encryption coprocessor.
- Manage mainframe system software upgrades. Managed migrations from IBM OS/390 through z/OS 1.13, DB2 v7 through DB2 v10, and similar upgrades to CICS, Datacom, and the infrastructure in general. Each major upgrade required a level of acceptance testing and burn-in prior to moving the upgrades to production.

Team Lead

1996 – 2002

As a Systemhouse/MCI/WorldCom employee supporting CSAA (outsourced in 1996), led teams addressing improvements in the Travel/Touring and Membership area.

- Coordinated the install of the TripTik system developed by the AAA National team to automate the Tourbook and map process used to support members in their travels. This was a client-server app where workstations would communicate to a SUN Sparc back-office server.
- Lead the development of the processes internal to CSAA to handle “vanity cards.” This is the AAA VISA cards for the CSAA members which allowed them to autopay their membership. Later, added the capability to Autopay their insurance premiums as well.
- Scheduled to manage the Claims replacement project (HAL), a Client-Server application. Studied the architecture and status with the current PM who then was able to stay and complete the project.

Team Lead

1993 – 1996

Managed team supporting Travel and Touring

- Brought onboard to support the project replacing all Membership, Insurance, and Claims. The architecture of the system was client-server based with the data storage being DB2 on the mainframe and the client residing on workstations running OS/2 and communicating to the mainframe. Directed the efforts of the Membership team (and supported other team's efforts) related to productionalizing the system.

Education: BA in Management, St. Mary's College, Moraga CA.

Charlea R Moore

• Elverta, CA 95626

Applicant Statement for the Special District LAFCO Representative

I moved from Glassboro New Jersey to Rio Linda Elverta in 1981, along with my 3 year old daughter and my husband.

Almost immediately I became involved with Sacramento County Service Area #3 which was the forerunner of our current independant Parks and Recreation District serving the Rio Linda Elverta Communities. This involvement was the result of reading a statement in the local paper, indicating that the Parks Advisory Board had determined that there were sufficient equestrian trails in the area. I was very happy to advocate for additional trails and in the process begin my education in local governance processes.

Over the next several decades I was appointed to numerous County and Local advisory boards, steering committees and ad hoc committees. My interest expanded to include growth issues, flood issues and agriculture/suburban/urban issues.

I learned a great deal about how government works and how Special Districts fit into the process. I became a strong advocate for local governance after going through 3 incorporation attempts in the Rio Linda Elverta communities and in the education process I switched from anti-incorporation to pro-incorporation for unincorporated communities.

In about 1992 I was appointed to the RLE CPAC in and served during the Community Plan Update. I am familiar with the governance process and with procedures for arriving at a decision as a board member. I have served several terms on CPAC under four different County Supervisors since that initial appointment. All of these experiences were very educational for me.

In 2002 I successfully ran for the Rio Linda Elverta Recreation and Parks District. I truly enjoyed and have greatly benefited from the experience of becoming an elected board member. I ran again in 2016 and am currently serving as Secretary for the RLE Recreation and Parks District.

I believe that my history in the community and experience as an elected public official will be an asset for Special Districts as a LAFCO Special District Board member.

Thank you,

Charlea R. Moore

Resume
Elliot Mulberg

XXXXXXXXXXXXXXXXXXXX
Elk Grove, CA 95758
XXXXXXXXXXXX
XXXXXXXXXXXX

Community Service:

Florin Resource Conservation District / Elk Grove Water District - Director

Sacramento LAFCO Special District Advisory Committee

California Special District Association Legislative Committee

Friends of Stone Lakes National Wildlife Refuge

Elk Grove Western Festival

Rotary Club of Elk Grove

Past Community Service:

Sacramento Local Agency Formation Commission

Chair 2003, Vice Chair 2002

Special District Commissioner 2001- 2006, Special District Alternate 1995-2001

Elk Grove (now Cosumnes) Community Services District (parks and fire services) -Director 1994 – 2006

CALAFCO (statewide association of LAFCo's) Board of Directors

Special District Representative 2001-2006

California Special District Association Sacramento Chapter - Treasurer 1995-99

Sacramento Regional Council of Recreation & Park Agencies Vice President 1995

Franklin Laguna Area Community Planning Advisory Council Secretary 1993-1994

Elk Grove Historical Society President 2000, 2001

Professional Experience:

Environmental/ LAFCO Consultant– E Mulberg & Associates 2011-Present, CEQA analysis, municipal service reviews for water districts ,sewer districts, reclamation districts, resource conservation districts, health care districts, full service cities; sphere of influence updates; change of organization analysis annexations, consolidations, dissolutions; Solano LAFCO Executive Officer; Senior Air Quality Scientist, and Senior Air Quality Planner Michael Brandman Associates 2008-2011, Senior Analyst Monterey LAFCO 2006-08. Air Pollution Specialist CA Air Resources Board 25 years.

Professional Affiliations:

American Planning Association

Association of Environmental Professionals

American Meteorological Society

Education:

B.S. St. Louis University

M.S. UCLA



Gary Page

[REDACTED]
Fair Oaks, California 95628

[REDACTED]
[REDACTED]

Profile

Passionate to improve government services, for over 40 years, Gary is dedicated to public and community servant-leadership.

Formal Education

Eastern Michigan University:
Bachelor of Science Degree in Public Administration

Southern Illinois University at Edwardsville:
Master of Science Degree in Urban Affairs and Public Policy Analysis

“Real Work” Experience

US Air Force: Security Police and Law Enforcement
Gravel Pit: Sand Plant Operator
Sweat Shop (2 days): Molten metal pourer
Can Factory: Fork Lift Operator
General Motors Assembly Plant: Parts Production

Professional Experience

Current: California Department of Education - Education Programs Consultant
Illinois State Auditor General - Senior Management Auditor
California State Auditor General – Management Auditor
California Department of Education – Internal Auditor
Certified Fraud Examiner

Skills

Skilled at writing for various audiences and purposes

- State Legislatures for information/action
 - Organizational studies (management/systems/outcomes)
 - Legislation (bill analysis)
 - Program Advocacy (met with advocates/legislators)
- Local decision makers for desirable outcomes (Sacramento City Superintendent)
- General public for program awareness/promotion (TechWire contributor)
- School community for information/action (announcements/fundraisers)
- Teachers to establish and promote community/action (EdSynergy Publisher)
- Established non-profit foundation (501 c3) (Met Sacramento)
- Wrote school policies (Met Sacramento)
- Wrote model curriculum standards (California CTE)
- Wrote contract proposals and contracts (UC Davis C-STEM Center)

Leadership Team Experience

- Grassroots advocacy/representation/results
 - Fair Oaks Water District 3 Director
 - Royal Rangers (Wrote a federal grant to get land to build a Camp)
 - Neighborhood Association (Website - Built a Park – Park Day)
 - Sacramento County Alliance of Neighborhoods (Community Support)
 - Environmental Council of Sacramento (Won Smart Growth Policies)
 - Sacramento County Water Forum (Interest-based negotiation)
- Educational leadership
 - Team Lead: Coordinated Compliance Reviews
 - Met Sacramento (Board President/Treasurer/Secretary)
 - Alliance for California Computing Education for Students and Schools (ACCESS)
 - National Visiting Committee member (Mid-Pacific ICT)
 - ICT (Information and Communication Technologies) Sector Lead
 - Project Lead the Way (California)
 - C-STEM (UC Davis)
 - Exploring Computer Science (UCLA/LAUSD)

Technology and Social Media

- Website Designer/Developer (Responsive Web Design)
- ICT Sector Lead (CTE Sector and Pathways)
 - Information Support and Services
 - Networking
 - Software and Systems Development
 - Games and Simulation
- Listserv Publisher (3900 teachers/administrators)

www.EdSynergy.org Blog (Collaborating to Transform Education)

Responsive to Mobile

Search Engine Optimization

Twitter Feed with Re-Tweets

Easy to Maintain and Sustain (WordPress)

Worked with Google/Cisco/Adobe/Code.org to promote technologies

Issue Analysis/Problem Solving

Master's Degree in Public Policy Analysis

Issue Analysis

Program Design

Program Implementation

Program Evaluation

Performance/Management Auditor in Illinois and California

Legal Research

Gathering evidence (data) to support conclusions (findings)

Focus on Problem Identification (corrective actions)

Systems Focus

Input/Process/Output

Budget Systems

Reporting Systems

Systems include people!

BRANDON ROSE

Fair Oaks
[linkedin.com/in/brandonrose](https://www.linkedin.com/in/brandonrose) · [facebook.com/BrandonRoseSMUDDirector](https://www.facebook.com/BrandonRoseSMUDDirector)

Thank you for consideration as the Special District Commissioner to the Sacramento Local Agency Formation Commission (LAFCO). As fellow governing board members, I know you understand the vital role our special districts serve in Sacramento. Our agencies provide a diverse set of unique services across the County and we are called on time and time again when our communities are in need. I believe that as special districts, we have our hands on the pulse of our diverse populace and it is critical that our unique voice, insights and interests be strongly represented on the Commission. That is why I consider representing special districts on a regional body such as LAFCO a vitally important role. Please find my professional and academic qualifications as well as dedication to public service below. Thank you for your support and please don't hesitate to contact me directly at 916-844-5510 if I can be of service or you have any questions.

PUBLIC SERVICE

2017 – CURRENT

DIRECTOR, SACRAMENTO MUNICIPAL UTILITY DISTRICT, WARD 1

As a board member, I work with my fellow directors to establish policies and values about how the organization best represents the community. The Board sets the budget (\$1.75 billion), governance structures, the long-term strategic direction and monitors compliance. I actively engage the public, strategic partners and government organizations across a spectrum of issues.

2008 – 2017

DIRECTOR, FAIR OAKS RECREATION AND PARK DISTRICT

As an elected member of the Board of Directors and past chair, I worked in conjunction with the district administrator to determine long term policy development and strategic planning. As former chair of the Personnel and Management Committee I was responsible for updates to personnel policies as well as negotiations with the employees association and management. As chair of the Finance and Budget Committee, I direct the drafting and approval of the annual budget. In addition, as board chair, I focused on completion of a long term master plan.

2011 – 2019

CHAIR & SPECIAL DISTRICT REPRESENTATIVE, SACRAMENTO COUNTY TREASURY OVERSIGHT COMMITTEE

The Special District Representative is elected by the region's local governments to oversee the County's pooled investment funds, which total approximately \$4 billion. Duties include review of the annual investment policy; quarterly review of investments; and causation and review of an annual portfolio audit. Board Chair 2014-2018.

2010 – 2011

MEMBER, SPECIAL DISTRICT ADVISORY COMMITTEE; SACRAMENTO COUNTY LOCAL AGENCY FORMATION COMMISSION

The advisory committee provided a forum for valuable learning and information exchange with LAFCO staff.

WORK EXPERIENCE

2007 – CURRENT

AIR POLLUTION SPECIALIST, CALIFORNIA AIR RESOURCES BOARD

Duties in the Mobile Source Control Division include research, analysis and development of public health regulations including economic analysis, emission modeling as well as report, database, and training development. My current focus is on commercial fleet electrification and supporting the adoption of battery and fuel cell trucks and buses.

2004 – 2007

ENERGY SPECIALIST, CALIFORNIA ENERGY COMMISSION

I was lead for the Solar Rebate program’s Performance Based Incentive pilot and managed the list of eligible equipment. In addition, I co-authored the New Solar Homes Partnership Program and the Emerging Renewables Program Guidebooks. I was a member of the California Solar Initiative Submetering Committee Working Group, as well as the Office of the State Fire Marshal Photovoltaic Building Standards Task Force. Activities included presenting at Solar Power International Conference, the California Council for Affordable Housing, and testifying at California Public Utilities Commission proceedings

2003 – 2004

RESEARCH ASSISTANT IV (HYDROLOGY), UC DAVIS

I conducted fluvial geomorphologic surveying and data collection of Sierra Nevada streams in the Feather River watershed as part of a larger CalFed Bay Delta effort.

1998 – 2002

ASSISTANT POOL MANAGER, SUNRISE RECREATION & PARK DISTRICT

Duties included working with the management team to ensure smooth operation of the aquatic division.

EDUCATION

2004

ENVIRONMENTAL POLICY ANALYSIS & PLANNING, UC DAVIS

Specialization in City and Regional Planning with a focus in Public Lands Management and Land Use Planning.

Study Abroad in Wilderness & Natural Area Management, University of Tasmania, Australia

MEMBERSHIPS

- Professional Engineers in California Government
- Young Professional in Energy
- Environmental Council of Sacramento (Past President)

Michael T. Yearwood

XXXXXXXXXX Rancho Cordova, CA 95670
XXXXXXXXXX

Experience Summary:

Customer Service Leader with over ten years of experience with direct customer problem solving within the health insurance industry. Expert level experience with hiring, training, staff retention, process improvement projects, managing deadlines and increasing production of teams.

Health Net of California

2016-2019

Claims Supervisor - Performance Team

- Supervise a team of 17 Claims Analysts
- Coach and mentor staff to exceed expectations
- Responsible for talent and performance management of Claims Team
- Daily operational leadership and support through work distribution and monitoring
- Coordinate with scheduling to assist with daily forecast ensuring accurate staffing coverage
- Identify individual performance gaps to recommend and implement action plans that achieve desired result
- Monitor daily productivity through the Macess System
- Collaborate with peers and managers on process improvements

State of California - Health Benefits Exchange (Covered California)

2015-2016

Supervising Program Technician III

- Supervise a team of 15 Customer Service Representatives
- Coach and mentor staff to exceed expectations
- Assist representatives with questions regarding health plan options and policy and procedures
- Research and resolve escalated calls from consumers
- Monitor daily productivity through the IEX System
- Audit inbound calls through the Nice System
- Collaborate with peers and managers on process improvements

Vislon Service Plan

2007-2015

Client Broker Representative - Inside Sales

- Assisted and resolved clients and brokers service issues
- Provided phone support and customer service to clients and brokers
- Provided e-mail coverage for Sales Team in their absence
- Implemented installation of new groups and pull-outs according to guidelines
- Processed renewals for clients according to guidelines
- Provided Resource Center support to clients and brokers

References available upon request

Michael Yearwood

[REDACTED] Rancho Cordova, CA 95670
 [REDACTED]
 [REDACTED]

Service to My Community

Cordova Recreation and Park District (Board Chairperson)
 2015-Present: Director

As a Cordova Recreation and Park District (CRPD) Board Member I am responsible for the budget and for setting policies that safeguard the vitality of the district. The five non-partisan members of the Board of Directors are elected to four-year terms by residents located within CRPD's boundaries. The elected board is held accountable to the following laws that govern public officials: The Brown Act, California Public Records Act, FPPC Reporting Requirements and biannual ethics training.

Specific functions and duties of my role as a Board Director are:

1. To perform its legal responsibility.
2. To set up by-laws, regulations and operation procedures
3. To select, employ, and if necessary, dismiss the District Administrator.
4. To control the operating budget, the financial plans and the insurance program.
5. To care and maintain property.
6. To be responsible for program.
7. To assure personnel policies.
8. To maintain good public relations.
9. To appoint, commission, supervise and receive reports from committees and the District Administrator.

BOARD MEMBERS RESPONSIBILITIES

1. Board members should understand the significance and importance of recreation in the community.
2. Board members should be aware of the relationship of the recreation services to other community services.
3. Board members should look objectively at their specific responsibility as board members and at local community recreation needs, and keep abreast of changing conditions, continuously reassessing their efforts and reasons for service.
4. Board members should have the courage to resist pressures of all types and insist upon high standards for their agencies, particularly in regard to competent, professional personnel.
5. Board members should be aware of their role as board members, acting in concert with their fellow board members without usurping the functions of the District Administrator.

Michael Yearwood

 Rancho Cordova, CA 95670

Rancho Cordova Athletic Association

2013: Founding Member
2013-2015: Secretary
2016: CRPD Representative

Leadership Rancho Cordova

2014-2016: Governing Board
2014: Graduate of Class VIII

Rancho Cordova Youth Soccer Club (RCSC)

2002: Coach
2003: U-6 Age Coordinator
2004: Coach & U-8 Boys Age Coordinator
2005: Coach & U-8 Girls Age Coordinator
2006: Coach & U-6 Age Coordinator
2007-2009: Club Manager & Coach
2012: Coach

American River Youth Soccer League (ARYSL)

2007-2009: Board Member – RCSC Representative
2010: League Treasurer

Cordova Girls Softball League

2010-2011: League Vice President
2011-2012: League Vice President
2012-2013: Secretary
2013-2014: Secretary
2014-2015: NORCAL Representative

Folsom Cordova Unified School District

Cordova High School Site Council
2014-2015: Parent Representative

Cordova Lane Elementary School Site Council

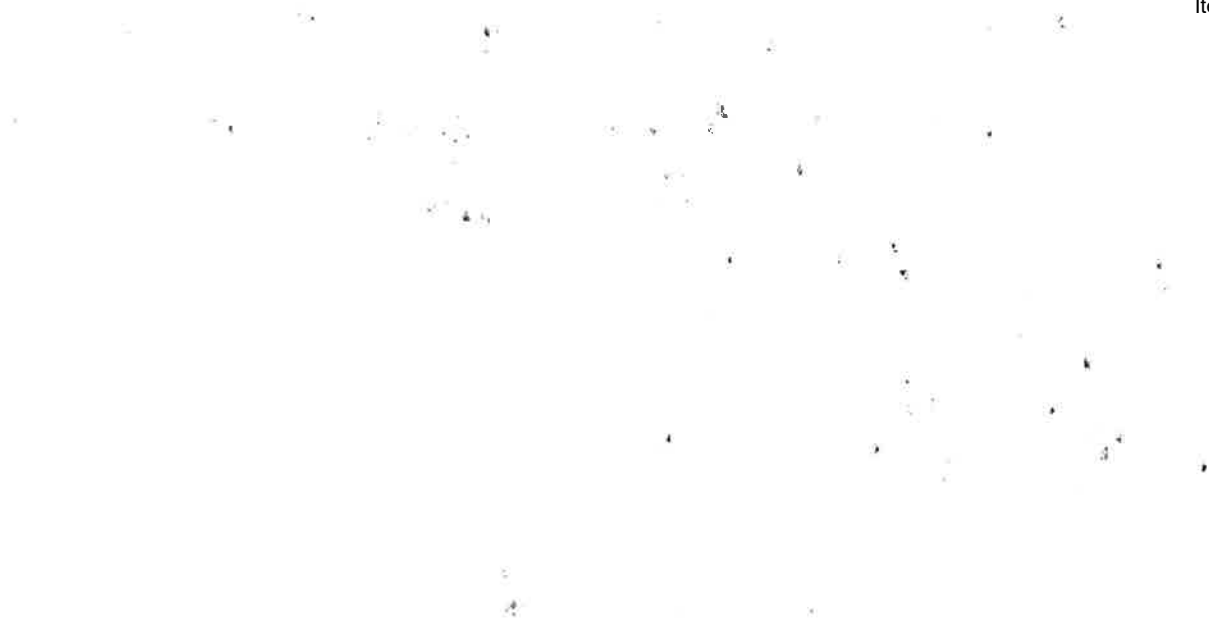
1998-2006: Elected Parent Representative

Navigator Elementary School Site Council

2006-2008: Elected Parent Representative

Measure M & P Oversight Committees

2014-2016: Parent/PTSO Member Representative



October 1, 2019

Dear American River Flood Control District Board of Directors,

As a candidate for the open Independent Special District Commissioner and Alternate Commissioner vacancy, I wanted to introduce myself to you and your Board. I am currently the Chairperson of the Herald Fire Protection District Board of Directors and have been since April 2017. I have been a Board member since my appointment in December 2015 and elected to a four-year term in 2016. Throughout my tenure on the HFPD Board, it is no secret that our District has overcome many challenges and obstacles. I am proud of what we have accomplished in such a short amount of time, but more so in how our District is choosing to tackle new obstacles, including becoming more engaged within our community and industry. My decision to pursue this position, is purely from my desire to continue to give back to the community, represent our District and the various special districts in Sacramento County and to further be a voice for issues that uniquely affect us and our constituents.

As my resume describes, I am currently the Executive Director of the Sacramento County Farm Bureau, a non-profit, non-governmental organization representing farmers and ranchers in Sacramento County. I am well versed in issues focusing on the many facets of water, land use and planning, open space preservation and community development.

Additionally, I currently serve on Sacramento LAFCo's Special District Advisory Committee and on a working group focusing on protest thresholds with California LAFCo and the California Special Districts Association. I value the opportunity to participate in larger industry groups, while representing my small rural district. Through these collaborations, I am not only able to expand my own understanding of the challenges facing our Districts, but also discover how we can further partner on issues affecting all of us. These collaborations are key to developing strong working relationships and I look forward to continuing to expand my participation in these areas.

Special District representation on LAFCo is critical, as our District's services are vital to our communities. Whether we are focusing on fire prevention and suppression, recreational access, cemetery services or water service and delivery, our work is critical to the success and sustainability of our local communities and our larger network countywide. We each are an important component in our county, regardless of our size or influence, and our unique needs should be recognized and celebrated as an essential part of each of our communities.

I am available to meet with your Board and/or staff, should you have any questions about me, my background, or my commitment to representing special districts. I sincerely appreciate your consideration for this position and value the work you do in your community.

Sincerely,



Lindsey Liebig, Chairman of Board of Directors
Herald Fire Protection District

1 emergencies. The Parties acknowledge that the District will, simultaneously with the
2 execution of this Agreement, enter into similar agreements with other service providers
3 so as to ensure that multiple service providers will be available to the District during a
4 flood emergency and acknowledge that the District may choose to obtain services from
5 one or more of such service providers without requesting services from the remaining
6 service provider(s).

7

8

Agreements

9

The Parties agree as follows:

10

1. *Term.* The term of this Agreement shall be for a period of three years,
11 commencing upon the above-written effective date.

12

2. *Contact Information for Service Provider.* No later than each October 1, the
13 Service Provider shall provide the District with a written statement identifying the
14 representative(s) of the Service Provider who should be notified in the manner
15 described in paragraph 3 below. The written statement must include the
16 representative(s)' office telephone number, cellular telephone number, pager
17 number, home telephone number and e-mail address. The written statement must
18 also identify the single telephone number by which the representative(s) may be
19 reached at any time, day or night, during the flood season. Finally, in the event
20 that the Service Provider identifies more than one representative, it shall be the
21 duty and responsibility of the Service Provider to identify the order in which said
22 representatives should be contacted by the District in the event of a flood
23 emergency. The representative(s) of the Service Provider shall be available at the
24 identified telephone number(s) 24 hours/day, seven days/week during the flood
25 season, which is defined for purposes of this Agreement as extending from each
26 November 1 to each April 15.

- 1 3. *Identification of Potential Flood Emergency and Notification of Service Provider.*
2 The District shall make reasonable efforts to identify, at the earliest possible time,
3 any storms, infrastructure damage, conditions, or other unanticipated events that
4 may create a serious risk of flooding within the District's boundaries.
- 5 a. Upon learning of a potential flood risk, the District may, in its sole
6 discretion, notify the Service Provider of such flood risk, either by oral or
7 by written communication (including, but not limited to, e-mail, phone
8 call or fax). Such notification shall include the nature of the threat, best
9 estimate of timing of the threat, and general description of the materials,
10 equipment and services which may be needed. The District may, in its
11 sole discretion, choose not to notify the Service Provider and instead rely
12 on other service providers to provide any needed materials, supplies,
13 equipment or personnel.
- 14 b. If the District notifies the Service Provider about a risk of potential
15 flooding, the District shall update the information given to the Service
16 Provider as often as the District deems necessary but not less than once
17 every 24 hours until the District determines that the risk of flooding has
18 passed.
- 19 c. Upon receiving the District's notification of a potential flood risk, the
20 Service Provider shall use its best efforts to ensure that adequate flood
21 response supplies, equipment and personnel will be available for prompt
22 deployment to the site(s) identified by the District.
- 23 4. *Identification of Actual Flood Emergency Situation, Notification of Service*
24 *Provider and Response of Service Provider.*
- 25 a. Upon discovery of an actual emergency situation which threatens the flood
26 control system including, but not limited to, a boil, levee erosion,
27 wind/wave wash erosion, sloughing of levee, slip surface failure,

1 settlement, levee or foundation seepage, cracks in a levee, the threat of
2 overtopping of a levee, or any other condition that threatens the integrity
3 of the District's flood control system, the District may immediately notify
4 the Service Provider of the emergency situation, giving a description of
5 the problem, and shall designate as specifically as practicable the work to
6 be done to address the emergency situation including generally identifying
7 the materials, equipment, and services which may be needed to conduct
8 the flood fight. The District shall be entitled to give verbal notification to
9 the Service Provider to immediately deploy equipment, materials and
10 personnel to the designated site(s).

11 b. Upon receiving the District's verbal or other notification of the emergency
12 situation, the Service Provider(s) shall immediately begin mobilization of
13 the anticipated materials, equipment and personnel based on the
14 information from the District and shall have supervisory personnel on site
15 as quickly as possible and in all cases within approximately 2 hours to
16 assess the situation with the District representative. The Service Provider,
17 in consultation with the District, is responsible for determining the
18 required materials, equipment and personnel and construction methods
19 specifically required to perform the tasks directed by the District

20 c. Initial deployment of materials, equipment and personnel shall occur as
21 quickly as possible and in all cases within 4 hours of the initial notification
22 by the District with full deployment within 8 hours.

23 d. The Service Provider shall use its best efforts to fully cooperate and
24 coordinate its activities with any other emergency providers also called to
25 the site by the District or other flood control representatives such as the
26 City of Sacramento, County of Sacramento, State Department of Water
27 Resources, and U.S. Army Corps of Engineers.

1 e. The Service Provider shall use its best efforts to provide sufficient
2 materials, equipment and personnel to meet the District's needs, even to
3 the extent of locating and subcontracting work to other qualified
4 contractors.

5 5. *Payment.* The District shall pay Service Provider for the supplies, equipment or
6 personnel provided in response to a request pursuant to paragraph 4 above as
7 follows:

8 a. *Labor.* The Service Provider shall be paid the cost of labor for the workers
9 (including on-site, full time superintendent/foremen when authorized by
10 the District), used in the actual and direct performance of the work. The
11 cost of labor, whether the employer is the Service Provider, a
12 subcontractor, or other forces, will be the sum of the following:

13 (1) Actual Wages-The actual wages paid shall include, in addition to
14 wages paid to workers, any employer payments to or on behalf of
15 the workers for health and welfare, pension, vacation, and similar
16 purposes.

17 (2) Labor Surcharge-The labor surcharge to be added to the actual
18 wage shall be 26% and this shall constitute full compensation for
19 all payments imposed by State and Federal laws, and for all other
20 payments made to, or on behalf of, the workers, other than actual
21 wages as defined above.

22 b. *Materials.* The actual cost of the materials to the purchaser, whether the
23 Service Provider, a subcontractor or other forces. If the Service Provider
24 does not furnish satisfactory evidence of the cost of such materials, it shall
25 be deemed to be the current fair market price at which such materials are
26 available in the quantities concerned delivered to the job site. The District

1 reserves the right to furnish such materials as it deems advisable, and the
2 Service Provider shall have no claims for costs or profit on such materials.

3 c. *Equipment.* The use of equipment shall be paid for at the rates listed for
4 such equipment in the current compilation of rental rates of the State of
5 California, Department of Transportation, applicable to Sacramento
6 County. The reduction factor for equipment use beyond the normal 8-hour
7 working day shall not apply to this Agreement. If the equipment is not
8 shown on the above mentioned list, the Service Provider shall be paid such
9 hourly rental rates as are agreed upon by the Service Provider and the
10 District prior to use of the equipment, except that in no case shall such
11 agreed hourly rate exceed the rental rates of established distributors or
12 equipment rental agencies serving the area, plus 33 1/3% for the cost of
13 fuel, oil, lubrication, and field repairs and maintenance.

14 d. *Other Items.* The District may authorize other items which may be
15 required on the work. Such items include labor, services, material and
16 equipment which are not ordinarily used for flood emergency work or may
17 not generally be available from the Service Provider or its Subcontractors.
18 The Service Provider shall submit invoices covering such items in detail to
19 the District.

20

1 e. *Mark-up.* The following percentages shall be added to the Service
 2 Provider's costs and shall constitute the markup for all overhead and
 3 profits.

4		
5	Labor	20 %
6	Materials	15 %
7	Equipment	15 %
8	Other Items	15 %
9		

10 Work performed by Subcontractors to the main Service Provider(s) shall
 11 include an additional mark-up of 10% for the first \$10,000 of work
 12 performed and 5% on work in excess of \$10,000.

13 f. *Timing.* Subject to a 25% retention amount, the District shall pay
 14 itemized invoices within 30 days of the District's receipt of an itemized
 15 invoice from the Service Provider meeting the reasonable satisfaction of
 16 the District's General Manager. The District shall pay the retention
 17 amount within an additional 30 days.

18 6. *Indemnification.* Except for damage or loss resulting from willful misconduct,
 19 gross negligence, or breach of this Agreement, no Party, nor its members,
 20 directors, officers, shareholders, or employees or affiliated companies shall be
 21 liable to any other Party for any loss or damage in connection with this
 22 Agreement. Each Party shall be responsible for the consequences of its own
 23 willful misconduct, gross negligence, and breach of this Agreement in connection
 24 with any work undertaken in accordance with this Agreement. Each Party shall
 25 indemnify, defend and hold harmless the other Party, and their respective
 26 members, directors, officers and employees, from the consequences of any such
 27 willful misconduct, gross negligence, and breach of this Agreement, to the extent
 28 permitted by law. In the case of joint or concurrent negligence or other

1 responsibility, each Party shall bear the loss in accordance with the requirements
2 of applicable California law.

3 7. *Insurance.* The Service Provider shall, within thirty days of the effective date of
4 this Agreement, furnish the District with: (1) a certificate of insurance
5 countersigned by an authorized agent or representative of the insurance company
6 that the insurance policies will not be canceled or materially changed without
7 thirty days' prior written notice to the District and that the policy or policies do
8 not exclude coverage for contractual liability, and (2) an endorsement to the
9 General Liability Policy, in the form of a CG2010, or such other form reasonably
10 acceptable to the District, confirming that the District and/or any of the affiliates
11 and additional entities of the District that the District may designate, are named by
12 mutual agreement as additional insureds by endorsement on such policies. In the
13 event of cancellation for non-payment of premiums by the Service Provider, the
14 District may pay such premiums and deduct the paid payment from amounts then
15 or subsequently owing to the Service Provider hereunder.

16 a. *General Liability Insurance.* The Service Provider agrees to carry general
17 liability insurance which has limits of liability not less than the following:

18	Bodily Injury:	\$2,000,000 each occurrence
19		\$2,000,000 each person
20		\$2,000,000 aggregate
21	Property Damage:	\$2,000,000 each occurrence
22		\$2,000,000 aggregate
23	Comprehensive Automobile Liability, for all	
24	vehicles, automobiles, trucks, and equipment:	
25		\$1,000,000 each occurrence
26		\$1,000,000 each person
27	Property Damage:	\$2,000,000 each occurrence
28		

29 b. *Workers' Compensation and Employer's Liability Insurance.* The Service
30 Provider agrees to provide workers' compensation insurance or qualified
31 self-insurance as required by law for the Service Provider's employees and

- 1 agents, and agrees to hold harmless and indemnify the District for any and
2 all claims arising out of injury, disability, or death of the Service
3 Provider's employees and/or agents. The Service Provider agrees to carry
4 employer liability insurance in the sum of not less than \$2,000,000.
- 5 c. *Excess Insurance.* In addition, the Service Provider shall procure no later
6 than the periods for procuring general liability insurance, a follow-form
7 excess insurance policy with minimum limits of \$10,000,000 for bodily
8 injury, property damage, and automobile liability.
- 9 d. *Rating.* All of the foregoing coverages shall be provided by an insurer
10 with an A.M. Best's rating of at least A-, VII or equivalent or as otherwise
11 approved by the District.
- 12 8. *Books and Records.* During the term of this Agreement and for four years
13 thereafter, each Party shall have access to and the right to examine any of the
14 other Party's pertinent books, documents, papers or other records (including,
15 without limitation, records contained on electronic media) relating to the
16 performance of that Party's obligations pursuant to this Agreement. The Parties
17 shall each retain all such books, documents, papers or other records for such
18 period. Access to each Party's books and records shall be during normal business
19 hours only. Nothing in this paragraph shall be construed to operate as a waiver of
20 any applicable privileges.
- 21 9. *Disputes.* The Parties recognize that, during the term of this Agreement, there
22 may be disputes regarding the obligations of the Parties or the interpretation of
23 this Agreement. The Parties agree that, prior to commencing any litigation, they
24 will promptly attempt to resolve disputes using a mediator, experienced in
25 construction or water-related disputes, to attempt to resolve the dispute. Each
26 party shall be represented at the mediation by a person with the rank of trustee,

1 vice-president, or senior-level manager (or higher). The costs of the mediation
2 shall be divided evenly between the Parties.

3 10. *Termination.* Either Party may terminate this Agreement for cause if it believes
4 that the other Party has violated the terms of this Agreement. In addition, the
5 Parties may terminate this Agreement without cause as follows:

6 a. *Termination With Cause.* Either Party may terminate this Agreement for
7 cause ten days after providing the other Party with a written notice of
8 default and the opportunity to cure the alleged default. Such notice of
9 default shall include a written statement describing all facts that the Party
10 believes constitute a default under this Agreement. The Parties agree to
11 promptly mediate any disputes arising from or relating to a termination of
12 this Agreements based on an alleged default by one or both Parties in the
13 manner described in paragraph 9 above. If the District chooses, it may
14 terminate this Agreement for cause during the flood season, as defined in
15 paragraph 2 above, effective on any date from November 1 to the
16 succeeding May 1.

17 b. *Termination Without Cause.* The District may terminate this Agreement
18 as to the Service Provider at any time, without cause, upon thirty days'
19 notice to the Service Provider(s) in question. The Service Provider may
20 terminate this Agreement, without cause, at any time between each April
21 15 and August 1 upon thirty days' notice to the District. The Service
22 Provider expressly agrees that it may not terminate this Agreement
23 without cause between each August 1 and each April 15. If the District
24 chooses, it may terminate this Agreement without cause during the flood
25 season, as defined in paragraph 2 above, effective on any date from
26 November 1 to the succeeding May 1.

1 c. *Survival of Obligations.* The District's obligation to pay for services
2 rendered, at its request under this Agreement and all indemnity obligations
3 under this Agreement shall survive the termination of this Agreement,
4 with or without cause. In all other cases, no obligations created by this
5 Agreement shall survive the termination of this Agreement.

6 11. *General Provisions*

7 a. *Jurisdiction and Venue.* The Parties agree that any litigation involving the
8 construction of this Agreement shall be brought in the Superior Court of
9 Sacramento County.

10 b. *Authority.* Each signatory of this Agreement represents the s/he is
11 authorized to execute this Agreement on behalf of one of the Parties to this
12 Agreement. Each Party represents that it has legal authority to enter into
13 this Agreement and to perform all obligations under this Agreement.

14 c. *Amendment.* This Agreement may be amended or modified only by a
15 written instrument executed by each of the Parties to this Agreement.

16 d. *Headings.* The paragraph headings used in this Agreement are intended
17 for convenience only and shall not be used in interpreting this Agreement
18 or in determining any of the rights or obligations of the Parties to this
19 Agreement.

20 e. *Construction and Interpretation.* This Agreement has been arrived at
21 through negotiations and each Party has had a full and fair opportunity to
22 revise the terms of this Agreement. As a result, the normal rule of
23 construction that any ambiguities are to be resolved against the drafting
24 Party shall not apply in the construction or interpretation of this
25 Agreement.

- 1 f. *Waiver.* No waiver of any violation or breach of this Agreement shall be
2 considered to be a waiver or breach of any other violation or breach of this
3 Agreement, and forbearance to enforce one or more of the remedies
4 provided in this Agreement shall not be deemed to be a waiver of that
5 remedy.
- 6 g. *Attorneys' Fees and Costs.* The prevailing Party in any litigation or other
7 action to enforce or interpret this Agreement shall be entitled to reasonable
8 attorneys' fees, expert witnesses' fees, costs of suit, and other and
9 necessary disbursements in addition to any other relief.
- 10 h. *Entire Agreement.* This Agreement constitutes the entire agreement of the
11 Parties with respect to the subject matter of this Agreement and supersedes
12 any prior oral or written agreement, understanding, or representation
13 relating to the subject matter of this Agreement.
- 14 i. *Successors and Assigns.* This Agreement shall be binding on the inure to
15 the benefit of the successors and assigns of the respective Parties to this
16 Agreement. No Party may assign its interests in or obligations under this
17 Agreement without the written consent of the other Parties, which consent
18 shall not be unreasonably withheld or delayed.
- 19 j. *Partial Invalidity.* If, after the date of execution of this Agreement, any
20 provision of this Agreement is held to be illegal, invalid, or unenforceable
21 under present or future laws effective during the term of this Agreement,
22 such provision shall be fully severable. However, in lieu thereof, there
23 shall be added a provision as similar in terms to such illegal, invalid or
24 unenforceable provision as may be possible and be legal, valid and
25 enforceable.

- 1 k. *Necessary Actions.* Each Party agrees to execute and deliver additional
2 documents and instruments and to take any additional actions as may be
3 reasonably required to carry out the proposes of this Agreement.
- 4 l. *Compliance with Law.* In performing their respective obligations under
5 this Agreement, the Parties shall endeavor to comply with and conform to
6 all applicable laws, rules, regulations and ordinances to the extent that
7 such laws, rules, and regulations are known and understood to be
8 applicable under emergency circumstances.
- 9 m. *Third Party Beneficiaries.* This Agreement shall not create any right or
10 interest in any non-Party or in any member of the public as a third party
11 beneficiary.
- 12 n. *Counterparts.* This Agreement may be executed in one or more
13 counterparts, each of which shall be deemed an original.
- 14 o. *Notices.* All notices, requests, demands or other communications required
15 or permitted under this Agreement shall be in writing unless provided
16 otherwise in this Agreement and shall be deemed to have been duly given
17 and received on: (i) the date of service if served personally or served by
18 facsimile transmission on the Party to whom notice is to be given at the
19 address(es) provided below, (ii) on the first business day after mailing, if
20 mailed by Federal Express, U.S. Express Mail, or other similar overnight
21 courier service, postage prepaid, and addressed as provided below, or (iii)
22 on the third day after mailing if mailed to the Party to whom notice is to be
23 given by first class mail, registered or certified, postage prepaid, addressed
24 as follows:

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To the District:

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Tim Kerr
General Manager
185 Commerce Circle
Sacramento, California 95815
Telephone: (916) 929-4006
Cell Phone: (916) 417-4161
Facsimile: (916) 929-4160

With a copy to:

David Aladjem
Downey Brand Attorneys LLP
621 Capitol Mall, 18th Floor
Sacramento, California 95814
Telephone: (916) 444-1000
Facsimile: (916) 444-2100

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American River Flood Control District

Granite Construction Company

By: Brian Holloway
President, Board of Trustees

By:
Title

Approved as to form only:

Approved as to form only:

By: David R.E. Aladjem
District Counsel

By:

1 emergencies. The Parties acknowledge that the District will, simultaneously with the
2 execution of this Agreement, enter into similar agreements with other service providers
3 so as to ensure that multiple service providers will be available to the District during a
4 flood emergency and acknowledge that the District may choose to obtain services from
5 one or more of such service providers without requesting services from the remaining
6 service provider(s).

7

8

Agreements

9

The Parties agree as follows:

10

1. *Term.* The term of this Agreement shall be for a period of three years,
11 commencing upon the above-written effective date.

12

2. *Contact Information for Service Provider.* No later than each October 1, the
13 Service Provider shall provide the District with a written statement identifying the
14 representative(s) of the Service Provider who should be notified in the manner
15 described in paragraph 3 below. The written statement must include the
16 representative(s)' office telephone number, cellular telephone number, pager
17 number, home telephone number and e-mail address. The written statement must
18 also identify the single telephone number by which the representative(s) may be
19 reached at any time, day or night, during the flood season. Finally, in the event
20 that the Service Provider identifies more than one representative, it shall be the
21 duty and responsibility of the Service Provider to identify the order in which said
22 representatives should be contacted by the District in the event of a flood
23 emergency. The representative(s) of the Service Provider shall be available at the
24 identified telephone number(s) 24 hours/day, seven days/week during the flood
25 season, which is defined for purposes of this Agreement as extending from each
26 November 1 to each April 15.

- 1 3. *Identification of Potential Flood Emergency and Notification of Service Provider.*
2 The District shall make reasonable efforts to identify, at the earliest possible time,
3 any storms, infrastructure damage, conditions, or other unanticipated events that
4 may create a serious risk of flooding within the District's boundaries.
- 5 a. Upon learning of a potential flood risk, the District may, in its sole
6 discretion, notify the Service Provider of such flood risk, either by oral or
7 by written communication (including, but not limited to, e-mail, phone
8 call or fax). Such notification shall include the nature of the threat, best
9 estimate of timing of the threat, and general description of the materials,
10 equipment and services which may be needed. The District may, in its
11 sole discretion, choose not to notify the Service Provider and instead rely
12 on other service providers to provide any needed materials, supplies,
13 equipment or personnel.
- 14 b. If the District notifies the Service Provider about a risk of potential
15 flooding, the District shall update the information given to the Service
16 Provider as often as the District deems necessary but not less than once
17 every 24 hours until the District determines that the risk of flooding has
18 passed.
- 19 c. Upon receiving the District's notification of a potential flood risk, the
20 Service Provider shall use its best efforts to ensure that adequate flood
21 response supplies, equipment and personnel will be available for prompt
22 deployment to the site(s) identified by the District.
- 23 4. *Identification of Actual Flood Emergency Situation, Notification of Service*
24 *Provider and Response of Service Provider.*
- 25 a. Upon discovery of an actual emergency situation which threatens the flood
26 control system including, but not limited to, a boil, levee erosion,
27 wind/wave wash erosion, sloughing of levee, slip surface failure,

1 settlement, levee or foundation seepage, cracks in a levee, the threat of
2 overtopping of a levee, or any other condition that threatens the integrity
3 of the District's flood control system, the District may immediately notify
4 the Service Provider of the emergency situation, giving a description of
5 the problem, and shall designate as specifically as practicable the work to
6 be done to address the emergency situation including generally identifying
7 the materials, equipment, and services which may be needed to conduct
8 the flood fight. The District shall be entitled to give verbal notification to
9 the Service Provider to immediately deploy equipment, materials and
10 personnel to the designated site(s).

11 b. Upon receiving the District's verbal or other notification of the emergency
12 situation, the Service Provider(s) shall immediately begin mobilization of
13 the anticipated materials, equipment and personnel based on the
14 information from the District and shall have supervisory personnel on site
15 as quickly as possible and in all cases within approximately 2 hours to
16 assess the situation with the District representative. The Service Provider,
17 in consultation with the District, is responsible for determining the
18 required materials, equipment and personnel and construction methods
19 specifically required to perform the tasks directed by the District

20 c. Initial deployment of materials, equipment and personnel shall occur as
21 quickly as possible and in all cases within 4 hours of the initial notification
22 by the District with full deployment within 8 hours.

23 d. The Service Provider shall use its best efforts to fully cooperate and
24 coordinate its activities with any other emergency providers also called to
25 the site by the District or other flood control representatives such as the
26 City of Sacramento, County of Sacramento, State Department of Water
27 Resources, and U.S. Army Corps of Engineers.

1 e. The Service Provider shall use its best efforts to provide sufficient
2 materials, equipment and personnel to meet the District's needs, even to
3 the extent of locating and subcontracting work to other qualified
4 contractors.

5 5. *Payment.* The District shall pay Service Provider for the supplies, equipment or
6 personnel provided in response to a request pursuant to paragraph 4 above as
7 follows:

8 a. *Labor.* The Service Provider shall be paid the cost of labor for the workers
9 (including on-site, full time superintendent/foremen when authorized by
10 the District), used in the actual and direct performance of the work. The
11 cost of labor, whether the employer is the Service Provider, a
12 subcontractor, or other forces, will be the sum of the following:

13 (1) Actual Wages-The actual wages paid shall include, in addition to
14 wages paid to workers, any employer payments to or on behalf of
15 the workers for health and welfare, pension, vacation, and similar
16 purposes.

17 (2) Labor Surcharge-The labor surcharge to be added to the actual
18 wage shall be 26% and this shall constitute full compensation for
19 all payments imposed by State and Federal laws, and for all other
20 payments made to, or on behalf of, the workers, other than actual
21 wages as defined above.

22 b. *Materials.* The actual cost of the materials to the purchaser, whether the
23 Service Provider, a subcontractor or other forces. If the Service Provider
24 does not furnish satisfactory evidence of the cost of such materials, it shall
25 be deemed to be the current fair market price at which such materials are
26 available in the quantities concerned delivered to the job site. The District

- 1 reserves the right to furnish such materials as it deems advisable, and the
2 Service Provider shall have no claims for costs or profit on such materials.
- 3 c. *Equipment.* The use of equipment shall be paid for at the rates listed for
4 such equipment in the current compilation of rental rates of the State of
5 California, Department of Transportation, applicable to Sacramento
6 County. The reduction factor for equipment use beyond the normal 8-hour
7 working day shall not apply to this Agreement. If the equipment is not
8 shown on the above mentioned list, the Service Provider shall be paid such
9 hourly rental rates as are agreed upon by the Service Provider and the
10 District prior to use of the equipment, except that in no case shall such
11 agreed hourly rate exceed the rental rates of established distributors or
12 equipment rental agencies serving the area, plus 33 1/3% for the cost of
13 fuel, oil, lubrication, and field repairs and maintenance.
- 14 d. *Other Items.* The District may authorize other items which may be
15 required on the work. Such items include labor, services, material and
16 equipment which are not ordinarily used for flood emergency work or may
17 not generally be available from the Service Provider or its Subcontractors.
18 The Service Provider shall submit invoices covering such items in detail to
19 the District.
- 20

1 e. *Mark-up.* The following percentages shall be added to the Service
 2 Provider's costs and shall constitute the markup for all overhead and
 3 profits.

4		
5	Labor	20 %
6	Materials	15 %
7	Equipment	15 %
8	Other Items	15 %
9		

10 Work performed by Subcontractors to the main Service Provider(s) shall
 11 include an additional mark-up of 10% for the first \$10,000 of work
 12 performed and 5% on work in excess of \$10,000.

13 f. *Timing.* Subject to a 25% retention amount, the District shall pay
 14 itemized invoices within 30 days of the District's receipt of an itemized
 15 invoice from the Service Provider meeting the reasonable satisfaction of
 16 the District's General Manager. The District shall pay the retention
 17 amount within an additional 30 days.

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 19 gross negligence, or breach of this Agreement, no Party, nor its members,
 20 directors, officers, shareholders, or employees or affiliated companies shall be
 21 liable to any other Party for any loss or damage in connection with this
 22 Agreement. Each Party shall be responsible for the consequences of its own
 23 willful misconduct, gross negligence, and breach of this Agreement in connection
 24 with any work undertaken in accordance with this Agreement. Each Party shall
 25 indemnify, defend and hold harmless the other Party, and their respective
 26 members, directors, officers and employees, from the consequences of any such
 27 willful misconduct, gross negligence, and breach of this Agreement, to the extent
 28 permitted by law. In the case of joint or concurrent negligence or other

1 responsibility, each Party shall bear the loss in accordance with the requirements
2 of applicable California law.

3 7. *Insurance.* The Service Provider shall, within thirty days of the effective date of
4 this Agreement, furnish the District with: (1) a certificate of insurance
5 countersigned by an authorized agent or representative of the insurance company
6 that the insurance policies will not be canceled or materially changed without
7 thirty days' prior written notice to the District and that the policy or policies do
8 not exclude coverage for contractual liability, and (2) an endorsement to the
9 General Liability Policy, in the form of a CG2010, or such other form reasonably
10 acceptable to the District, confirming that the District and/or any of the affiliates
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12 mutual agreement as additional insureds by endorsement on such policies. In the
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15 or subsequently owing to the Service Provider hereunder.

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17 liability insurance which has limits of liability not less than the following:

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30 Provider agrees to provide workers' compensation insurance or qualified
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- 1 agents, and agrees to hold harmless and indemnify the District for any and
2 all claims arising out of injury, disability, or death of the Service
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4 employer liability insurance in the sum of not less than \$2,000,000.
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12 this Agreements based on an alleged default by one or both Parties in the
13 manner described in paragraph 9 above. If the District chooses, it may
14 terminate this Agreement for cause during the flood season, as defined in
15 paragraph 2 above, effective on any date from November 1 to the
16 succeeding May 1.

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19 notice to the Service Provider(s) in question. The Service Provider may
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21 15 and August 1 upon thirty days' notice to the District. The Service
22 Provider expressly agrees that it may not terminate this Agreement
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24 Party shall not apply in the construction or interpretation of this
25 Agreement.

- 1 f. *Waiver.* No waiver of any violation or breach of this Agreement shall be
2 considered to be a waiver or breach of any other violation or breach of this
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4 provided in this Agreement shall not be deemed to be a waiver of that
5 remedy.
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7 action to enforce or interpret this Agreement shall be entitled to reasonable
8 attorneys' fees, expert witnesses' fees, costs of suit, and other and
9 necessary disbursements in addition to any other relief.
- 10 h. *Entire Agreement.* This Agreement constitutes the entire agreement of the
11 Parties with respect to the subject matter of this Agreement and supersedes
12 any prior oral or written agreement, understanding, or representation
13 relating to the subject matter of this Agreement.
- 14 i. *Successors and Assigns.* This Agreement shall be binding on the inure to
15 the benefit of the successors and assigns of the respective Parties to this
16 Agreement. No Party may assign its interests in or obligations under this
17 Agreement without the written consent of the other Parties, which consent
18 shall not be unreasonably withheld or delayed.
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19 address(es) provided below, (ii) on the first business day after mailing, if
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21 courier service, postage prepaid, and addressed as provided below, or (iii)
22 on the third day after mailing if mailed to the Party to whom notice is to be
23 given by first class mail, registered or certified, postage prepaid, addressed
24 as follows:

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To the District:

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Tim Kerr
General Manager
185 Commerce Circle
Sacramento, California 95815
Telephone: (916) 929-4006
Cell Phone: (916) 417-4161
Facsimile: (916) 929-4160

With a copy to:

David Aladjem
Downey Brand Attorneys LLP
621 Capitol Mall, 18th Floor
Sacramento, California 95814
Telephone: (916) 444-1000
Facsimile: (916) 444-2100

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American River Flood Control District

Teichert Construction Company

By: Karolyn Simon
President, Board of Trustees

By:
Title

Approved as to form only:

Approved as to form only:

By: David R.E. Aladjem
District Counsel

By:

**Agreement for Flood Emergency
Construction Services**

This Agreement for Flood Emergency Construction Services, including the provision of materials, supplies, equipment and personnel during flood emergencies, is made and entered into this _____ day of November, 2019 by and between the American River Flood Control District (the “District”) and Nordic Industries, Inc. (the “Service Provider”). The District and the Service Provider are individually referred to as a “Party” and collectively are termed “Parties.”

Recitals

A. The District is responsible for flood control within its boundaries, including but not limited to, constructing, repairing, operating, and maintaining levees and other flood control works on the American River.

B. The District is required to respond immediately to flood emergencies threatening its levee system and flood control works to ensure flood protection to lands and people within and without the District’s boundaries.

C. The Service Provider is willing to provide flood emergency construction services, including flood control materials, supplies, equipment, and personnel, to the District during times of threatened or actual flood emergency in order to prevent or reduce flooding in and around Sacramento

D. The Parties desire to establish a long-term agreement whereby the Service Provider will make its best effort to provide, as quickly as possible under the circumstances, all materials, supplies, equipment and personnel that may be needed by the District in order to address a threatened or actual flood emergency in Sacramento.

E. The Parties understand that protecting public safety requires the District to have multiple sources for materials, supplies, equipment and personnel during periods of flood

1 emergencies. The Parties acknowledge that the District will, simultaneously with the
2 execution of this Agreement, enter into similar agreements with other service providers
3 so as to ensure that multiple service providers will be available to the District during a
4 flood emergency and acknowledge that the District may choose to obtain services from
5 one or more of such service providers without requesting services from the remaining
6 service provider(s).

7

8

Agreements

9

The Parties agree as follows:

10

1. *Term.* The term of this Agreement shall be for a period of three years,
11 commencing upon the above-written effective date.

12

2. *Contact Information for Service Provider.* No later than each October 1, the
13 Service Provider shall provide the District with a written statement identifying the
14 representative(s) of the Service Provider who should be notified in the manner
15 described in paragraph 3 below. The written statement must include the
16 representative(s)' office telephone number, cellular telephone number, pager
17 number, home telephone number and e-mail address. The written statement must
18 also identify the single telephone number by which the representative(s) may be
19 reached at any time, day or night, during the flood season. Finally, in the event
20 that the Service Provider identifies more than one representative, it shall be the
21 duty and responsibility of the Service Provider to identify the order in which said
22 representatives should be contacted by the District in the event of a flood
23 emergency. The representative(s) of the Service Provider shall be available at the
24 identified telephone number(s) 24 hours/day, seven days/week during the flood
25 season, which is defined for purposes of this Agreement as extending from each
26 November 1 to each April 15.

- 1 3. *Identification of Potential Flood Emergency and Notification of Service Provider.*
2 The District shall make reasonable efforts to identify, at the earliest possible time,
3 any storms, infrastructure damage, conditions, or other unanticipated events that
4 may create a serious risk of flooding within the District's boundaries.
- 5 a. Upon learning of a potential flood risk, the District may, in its sole
6 discretion, notify the Service Provider of such flood risk, either by oral or
7 by written communication (including, but not limited to, e-mail, phone
8 call or fax). Such notification shall include the nature of the threat, best
9 estimate of timing of the threat, and general description of the materials,
10 equipment and services which may be needed. The District may, in its
11 sole discretion, choose not to notify the Service Provider and instead rely
12 on other service providers to provide any needed materials, supplies,
13 equipment or personnel.
- 14 b. If the District notifies the Service Provider about a risk of potential
15 flooding, the District shall update the information given to the Service
16 Provider as often as the District deems necessary but not less than once
17 every 24 hours until the District determines that the risk of flooding has
18 passed.
- 19 c. Upon receiving the District's notification of a potential flood risk, the
20 Service Provider shall use its best efforts to ensure that adequate flood
21 response supplies, equipment and personnel will be available for prompt
22 deployment to the site(s) identified by the District.
- 23 4. *Identification of Actual Flood Emergency Situation, Notification of Service*
24 *Provider and Response of Service Provider.*
- 25 a. Upon discovery of an actual emergency situation which threatens the flood
26 control system including, but not limited to, a boil, levee erosion,
27 wind/wave wash erosion, sloughing of levee, slip surface failure,

1 settlement, levee or foundation seepage, cracks in a levee, the threat of
2 overtopping of a levee, or any other condition that threatens the integrity
3 of the District's flood control system, the District may immediately notify
4 the Service Provider of the emergency situation, giving a description of
5 the problem, and shall designate as specifically as practicable the work to
6 be done to address the emergency situation including generally identifying
7 the materials, equipment, and services which may be needed to conduct
8 the flood fight. The District shall be entitled to give verbal notification to
9 the Service Provider to immediately deploy equipment, materials and
10 personnel to the designated site(s).

11 b. Upon receiving the District's verbal or other notification of the emergency
12 situation, the Service Provider(s) shall immediately begin mobilization of
13 the anticipated materials, equipment and personnel based on the
14 information from the District and shall have supervisory personnel on site
15 as quickly as possible and in all cases within approximately 2 hours to
16 assess the situation with the District representative. The Service Provider,
17 in consultation with the District, is responsible for determining the
18 required materials, equipment and personnel and construction methods
19 specifically required to perform the tasks directed by the District

20 c. Initial deployment of materials, equipment and personnel shall occur as
21 quickly as possible and in all cases within 4 hours of the initial notification
22 by the District with full deployment within 8 hours.

23 d. The Service Provider shall use its best efforts to fully cooperate and
24 coordinate its activities with any other emergency providers also called to
25 the site by the District or other flood control representatives such as the
26 City of Sacramento, County of Sacramento, State Department of Water
27 Resources, and U.S. Army Corps of Engineers.

- 1 e. The Service Provider shall use its best efforts to provide sufficient
2 materials, equipment and personnel to meet the District's needs, even to
3 the extent of locating and subcontracting work to other qualified
4 contractors.
- 5 5. *Payment.* The District shall pay Service Provider for the supplies, equipment or
6 personnel provided in response to a request pursuant to paragraph 4 above as
7 follows:
- 8 a. *Labor.* The Service Provider shall be paid the cost of labor for the workers
9 (including on-site, full time superintendent/foremen when authorized by
10 the District), used in the actual and direct performance of the work. The
11 cost of labor, whether the employer is the Service Provider, a
12 subcontractor, or other forces, will be the sum of the following:
- 13 (1) Actual Wages-The actual wages paid shall include, in addition to
14 wages paid to workers, any employer payments to or on behalf of
15 the workers for health and welfare, pension, vacation, and similar
16 purposes.
- 17 (2) Labor Surcharge-The labor surcharge to be added to the actual
18 wage shall be 26% and this shall constitute full compensation for
19 all payments imposed by State and Federal laws, and for all other
20 payments made to, or on behalf of, the workers, other than actual
21 wages as defined above.
- 22 b. *Materials.* The actual cost of the materials to the purchaser, whether the
23 Service Provider, a subcontractor or other forces. If the Service Provider
24 does not furnish satisfactory evidence of the cost of such materials, it shall
25 be deemed to be the current fair market price at which such materials are
26 available in the quantities concerned delivered to the job site. The District

- 1 reserves the right to furnish such materials as it deems advisable, and the
2 Service Provider shall have no claims for costs or profit on such materials.
- 3 c. *Equipment.* The use of equipment shall be paid for at the rates listed for
4 such equipment in the current compilation of rental rates of the State of
5 California, Department of Transportation, applicable to Sacramento
6 County. The reduction factor for equipment use beyond the normal 8-hour
7 working day shall not apply to this Agreement. If the equipment is not
8 shown on the above mentioned list, the Service Provider shall be paid such
9 hourly rental rates as are agreed upon by the Service Provider and the
10 District prior to use of the equipment, except that in no case shall such
11 agreed hourly rate exceed the rental rates of established distributors or
12 equipment rental agencies serving the area, plus 33 1/3% for the cost of
13 fuel, oil, lubrication, and field repairs and maintenance.
- 14 d. *Other Items.* The District may authorize other items which may be
15 required on the work. Such items include labor, services, material and
16 equipment which are not ordinarily used for flood emergency work or may
17 not generally be available from the Service Provider or its Subcontractors.
18 The Service Provider shall submit invoices covering such items in detail to
19 the District.
- 20

1 e. *Mark-up.* The following percentages shall be added to the Service
 2 Provider's costs and shall constitute the markup for all overhead and
 3 profits.

4		
5	Labor	20 %
6	Materials	15 %
7	Equipment	15 %
8	Other Items	15 %
9		

10 Work performed by Subcontractors to the main Service Provider(s) shall
 11 include an additional mark-up of 10% for the first \$10,000 of work
 12 performed and 5% on work in excess of \$10,000.

13 f. *Timing.* Subject to a 25% retention amount, the District shall pay
 14 itemized invoices within 30 days of the District's receipt of an itemized
 15 invoice from the Service Provider meeting the reasonable satisfaction of
 16 the District's General Manager. The District shall pay the retention
 17 amount within an additional 30 days.

18 6. *Indemnification.* Except for damage or loss resulting from willful misconduct,
 19 gross negligence, or breach of this Agreement, no Party, nor its members,
 20 directors, officers, shareholders, or employees or affiliated companies shall be
 21 liable to any other Party for any loss or damage in connection with this
 22 Agreement. Each Party shall be responsible for the consequences of its own
 23 willful misconduct, gross negligence, and breach of this Agreement in connection
 24 with any work undertaken in accordance with this Agreement. Each Party shall
 25 indemnify, defend and hold harmless the other Party, and their respective
 26 members, directors, officers and employees, from the consequences of any such
 27 willful misconduct, gross negligence, and breach of this Agreement, to the extent
 28 permitted by law. In the case of joint or concurrent negligence or other

1 responsibility, each Party shall bear the loss in accordance with the requirements
2 of applicable California law.

3 7. *Insurance.* The Service Provider shall, within thirty days of the effective date of
4 this Agreement, furnish the District with: (1) a certificate of insurance
5 countersigned by an authorized agent or representative of the insurance company
6 that the insurance policies will not be canceled or materially changed without
7 thirty days' prior written notice to the District and that the policy or policies do
8 not exclude coverage for contractual liability, and (2) an endorsement to the
9 General Liability Policy, in the form of a CG2010, or such other form reasonably
10 acceptable to the District, confirming that the District and/or any of the affiliates
11 and additional entities of the District that the District may designate, are named by
12 mutual agreement as additional insureds by endorsement on such policies. In the
13 event of cancellation for non-payment of premiums by the Service Provider, the
14 District may pay such premiums and deduct the paid payment from amounts then
15 or subsequently owing to the Service Provider hereunder.

16 a. *General Liability Insurance.* The Service Provider agrees to carry general
17 liability insurance which has limits of liability not less than the following:

18	Bodily Injury:	\$2,000,000 each occurrence
19		\$2,000,000 each person
20		\$2,000,000 aggregate
21	Property Damage:	\$2,000,000 each occurrence
22		\$2,000,000 aggregate
23	Comprehensive Automobile Liability, for all	
24	vehicles, automobiles, trucks, and equipment:	
25		\$1,000,000 each occurrence
26		\$1,000,000 each person
27	Property Damage:	\$2,000,000 each occurrence
28		

29 b. *Workers' Compensation and Employer's Liability Insurance.* The Service
30 Provider agrees to provide workers' compensation insurance or qualified
31 self-insurance as required by law for the Service Provider's employees and

- 1 agents, and agrees to hold harmless and indemnify the District for any and
2 all claims arising out of injury, disability, or death of the Service
3 Provider's employees and/or agents. The Service Provider agrees to carry
4 employer liability insurance in the sum of not less than \$2,000,000.
- 5 c. *Excess Insurance.* In addition, the Service Provider shall procure no later
6 than the periods for procuring general liability insurance, a follow-form
7 excess insurance policy with minimum limits of \$8,000,000 for bodily
8 injury, property damage, and automobile liability.
- 9 d. *Rating.* All of the foregoing coverages shall be provided by an insurer
10 with an A.M. Best's rating of at least A-, VII or equivalent or as otherwise
11 approved by the District.
- 12 8. *Books and Records.* During the term of this Agreement and for four years
13 thereafter, each Party shall have access to and the right to examine any of the
14 other Party's pertinent books, documents, papers or other records (including,
15 without limitation, records contained on electronic media) relating to the
16 performance of that Party's obligations pursuant to this Agreement. The Parties
17 shall each retain all such books, documents, papers or other records for such
18 period. Access to each Party's books and records shall be during normal business
19 hours only. Nothing in this paragraph shall be construed to operate as a waiver of
20 any applicable privileges.
- 21 9. *Disputes.* The Parties recognize that, during the term of this Agreement, there
22 may be disputes regarding the obligations of the Parties or the interpretation of
23 this Agreement. The Parties agree that, prior to commencing any litigation, they
24 will promptly attempt to resolve disputes using a mediator, experienced in
25 construction or water-related disputes, to attempt to resolve the dispute. Each
26 party shall be represented at the mediation by a person with the rank of trustee,

1 vice-president, or senior-level manager (or higher). The costs of the mediation
2 shall be divided evenly between the Parties.

3 10. *Termination.* Either Party may terminate this Agreement for cause if it believes
4 that the other Party has violated the terms of this Agreement. In addition, the
5 Parties may terminate this Agreement without cause as follows:

6 a. *Termination With Cause.* Either Party may terminate this Agreement for
7 cause ten days after providing the other Party with a written notice of
8 default and the opportunity to cure the alleged default. Such notice of
9 default shall include a written statement describing all facts that the Party
10 believes constitute a default under this Agreement. The Parties agree to
11 promptly mediate any disputes arising from or relating to a termination of
12 this Agreements based on an alleged default by one or both Parties in the
13 manner described in paragraph 9 above. If the District chooses, it may
14 terminate this Agreement for cause during the flood season, as defined in
15 paragraph 2 above, effective on any date from November 1 to the
16 succeeding May 1.

17 b. *Termination Without Cause.* The District may terminate this Agreement
18 as to the Service Provider at any time, without cause, upon thirty days'
19 notice to the Service Provider(s) in question. The Service Provider may
20 terminate this Agreement, without cause, at any time between each April
21 15 and August 1 upon thirty days' notice to the District. The Service
22 Provider expressly agrees that it may not terminate this Agreement
23 without cause between each August 1 and each April 15. If the District
24 chooses, it may terminate this Agreement without cause during the flood
25 season, as defined in paragraph 2 above, effective on any date from
26 November 1 to the succeeding May 1.

1 c. *Survival of Obligations.* The District’s obligation to pay for services
2 rendered, at its request under this Agreement and all indemnity obligations
3 under this Agreement shall survive the termination of this Agreement,
4 with or without cause. In all other cases, no obligations created by this
5 Agreement shall survive the termination of this Agreement.

6 11. *General Provisions*

7 a. *Jurisdiction and Venue.* The Parties agree that any litigation involving the
8 construction of this Agreement shall be brought in the Superior Court of
9 Sacramento County.

10 b. *Authority.* Each signatory of this Agreement represents the s/he is
11 authorized to execute this Agreement on behalf of one of the Parties to this
12 Agreement. Each Party represents that it has legal authority to enter into
13 this Agreement and to perform all obligations under this Agreement.

14 c. *Amendment.* This Agreement may be amended or modified only by a
15 written instrument executed by each of the Parties to this Agreement.

16 d. *Headings.* The paragraph headings used in this Agreement are intended
17 for convenience only and shall not be used in interpreting this Agreement
18 or in determining any of the rights or obligations of the Parties to this
19 Agreement.

20 e. *Construction and Interpretation.* This Agreement has been arrived at
21 through negotiations and each Party has had a full and fair opportunity to
22 revise the terms of this Agreement. As a result, the normal rule of
23 construction that any ambiguities are to be resolved against the drafting
24 Party shall not apply in the construction or interpretation of this
25 Agreement.

- 1 f. *Waiver.* No waiver of any violation or breach of this Agreement shall be
2 considered to be a waiver or breach of any other violation or breach of this
3 Agreement, and forbearance to enforce one or more of the remedies
4 provided in this Agreement shall not be deemed to be a waiver of that
5 remedy.
- 6 g. *Attorneys' Fees and Costs.* The prevailing Party in any litigation or other
7 action to enforce or interpret this Agreement shall be entitled to reasonable
8 attorneys' fees, expert witnesses' fees, costs of suit, and other and
9 necessary disbursements in addition to any other relief.
- 10 h. *Entire Agreement.* This Agreement constitutes the entire agreement of the
11 Parties with respect to the subject matter of this Agreement and supersedes
12 any prior oral or written agreement, understanding, or representation
13 relating to the subject matter of this Agreement.
- 14 i. *Successors and Assigns.* This Agreement shall be binding on the inure to
15 the benefit of the successors and assigns of the respective Parties to this
16 Agreement. No Party may assign its interests in or obligations under this
17 Agreement without the written consent of the other Parties, which consent
18 shall not be unreasonably withheld or delayed.
- 19 j. *Partial Invalidity.* If, after the date of execution of this Agreement, any
20 provision of this Agreement is held to be illegal, invalid, or unenforceable
21 under present or future laws effective during the term of this Agreement,
22 such provision shall be fully severable. However, in lieu thereof, there
23 shall be added a provision as similar in terms to such illegal, invalid or
24 unenforceable provision as may be possible and be legal, valid and
25 enforceable.

- 1 k. *Necessary Actions.* Each Party agrees to execute and deliver additional
2 documents and instruments and to take any additional actions as may be
3 reasonably required to carry out the proposes of this Agreement.
- 4 l. *Compliance with Law.* In performing their respective obligations under
5 this Agreement, the Parties shall endeavor to comply with and conform to
6 all applicable laws, rules, regulations and ordinances to the extent that
7 such laws, rules, and regulations are known and understood to be
8 applicable under emergency circumstances.
- 9 m. *Third Party Beneficiaries.* This Agreement shall not create any right or
10 interest in any non-Party or in any member of the public as a third party
11 beneficiary.
- 12 n. *Counterparts.* This Agreement may be executed in one or more
13 counterparts, each of which shall be deemed an original.
- 14 o. *Notices.* All notices, requests, demands or other communications required
15 or permitted under this Agreement shall be in writing unless provided
16 otherwise in this Agreement and shall be deemed to have been duly given
17 and received on: (i) the date of service if served personally or served by
18 facsimile transmission on the Party to whom notice is to be given at the
19 address(es) provided below, (ii) on the first business day after mailing, if
20 mailed by Federal Express, U.S. Express Mail, or other similar overnight
21 courier service, postage prepaid, and addressed as provided below, or (iii)
22 on the third day after mailing if mailed to the Party to whom notice is to be
23 given by first class mail, registered or certified, postage prepaid, addressed
24 as follows:

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To the District:

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Tim Kerr
General Manager
185 Commerce Circle
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American River Flood Control District

Nordic Industries Inc

By: Brian Holloway
President, Board of Trustees

By:
Title

Approved as to form only:

Approved as to form only:

By: David R.E. Aladjem
District Counsel

By:

American River Flood Control District
RECREATIONAL TRAILS POLICY

The American River Flood Control District is responsible for operating and maintaining over 40 miles of levees protecting the Sacramento community. The primary purpose of the levee system is to provide flood protection to the Sacramento area; nonetheless, **the District fully supports and encourages the use of its flood control properties by members of the public for recreational purposes, as long as those activities do not interfere with the District's ability to operate and maintain the levees to the highest standard.** To advise other agencies and members of the public on our position, the District has developed a Recreational trails policy.

This policy has the following elements:

1. ***Support for Recreational Trails.*** The District will support and assist in implementing proposals for recreational trails on or across District facilities, including but not limited to walking, jogging and bicycling as long as the proposed recreational trail conforms to the terms of this policy. To that end, the District will require that encroachments be implemented only under permits approved by the District Board of Trustees and may, at the discretion of the Board, grant easements for trails over lands owned by the District in fee title. All permits and easements will be subject to terms and conditions necessary to make the encroachment consistent with the effective and efficient performance of the District's flood protection obligations. Encroachment rights will be granted only for proposals sponsored by qualified, responsible, financially sound public agencies. The District supports equestrian trails appropriately located in floodways or parkways outside the levee cross section and maintenance access areas (approximately 20 feet from the levee toe). Equestrian trails may cross the levees when necessary for access or other reasons and must be approved by the District. The crossings shall be designed to avoid damages to the levee or otherwise conflict with the District's operation and maintenance functions. The District does not support recreational use by motorized vehicles on its property. Other potential recreational uses on the District's facilities may be considered on a case-by-case basis.

2. ***District's Use Has Priority Over Public Recreational Use.*** The District's facilities were constructed to provide the residents of Sacramento with protection against flooding. Recreational uses of those facilities must not interfere with the District's ability to fight floods or to carry out necessary repairs and maintenance (e.g. mowing, spraying, repairing slopes, etc.). The District will try to limit the need to close the recreational trails system and provide advance notice to the trail operator of any closures so we may coordinate in notifying the public. However, the District reserves the right to close the system at any time without notice to the public in order to carry out its flood control obligations. The District also reserves the right to close the trail to certain types of uses, if experience shows that those uses impose undue stress on the flood control facilities or increase maintenance costs of the District. The District shall notify the trail operator of its concern or problem with the uses and provide the operator with an opportunity to work with the District to correct the problem to the satisfaction of the District.

3. **Layout of Trail.** In designing the recreation trail system, the applicant shall include the following standards:

~~a.) a.)~~ The District's strong preference is to locate trails off the levee crown on either the land or waterside of the levee, where feasible, in accordance with the California Central Valley Flood Protection State Reclamation Board regulations. This shall apply to be observed in every reach of proposed trail for the purpose of reducing the risk of collisions between recreating individuals and District heavy equipment and service vehicles. For the sake of this topic, feasibility shall mean any case where sufficient landform geography exists adjacent to the levee cross-section to locate a trail on a berm or geologic bench of earthen material. A bench width of at least 12-feet must be available or constructible with cut-and-fill methods for the off-crown trail alignment to be considered feasible. If it is not feasible to construct or locate the trail on the waterside or landside of the levee per the above conditions, or if the applicant desires to locate the trail on the crown for other reasons, the Board may, but need not, approve locating the trail along the crown on a case-by- case basis. If approved, the District will still require stretches of the trail along a levee segment to be located off the crown for a reasonable distance (200 to 300 feet). This provides for the extended storage of material and equipment by the District to facilitate levee maintenance without impacting trail usage. Varying the trail between the crown and land or waterside levee toes most easily accommodates this The trail must immediately return to an off-crown alignment at the first available reach where suitable geographic landform conditions exist. The Board may grant variances on a case-by- case basis.

~~b.)~~ If an applicant seeks to request a variance from the Board to allow a reach of on-crown trail alignment, the applicant must perform an alternatives analysis, preliminary design, and cost analysis of each alternative to support a claim that an off-crown alignment is not feasible. The Board expects an applicant to invest at least approximately 3 months of study time, \$ _____, and will require the applicant to hold holding at least one public meeting in the neighborhood impacted by the trail prior to placing the applicant's request for a variance on the Board's agenda.

~~cb.)~~ In designing the layout, detour routes shall be planned and incorporated into the trail design. These provide for the temporary closure of the trail to allow levee maintenance activities and not leave the trail user without an alternate route around the closed section. Signs will be required which can be placed by the District crew at access points to the trail alerting users of the closure and designating an alternate route.

4. **Construction, Operation, and Maintenance of the Trail.** The District, as a flood control agency, has not equipped itself with the necessary staff, equipment, or other resources to construct, operate, or maintain a recreational trail. The District will require the proponent public agency, which may be assisted by citizen constituent

proponents, to plan, design, construct, operate, and maintain the recreational trail in a manner that is consistent with standards adopted by the California [Central Valley Flood Protection Reclamation](#) Board and otherwise satisfactory to the District. All costs of such planning, design, construction, operations, and maintenance of the recreational trail shall be borne by the proponents or applicant public agency. The District will use reasonable efforts to avoid damaging the trail infrastructure while conducting its required tasks. However damage to the recreational trail which results from the District's flood emergency response or operation and maintenance of the levee will be the responsibility of the trail owner to repair except for damages caused by negligent actions of the District. Therefore in designing the trail, proponents should consult with the District on the equipment used to maintain the levee. The District is not responsible for damage caused by other users of the levee system such as a Fire Department or Utility Company.

5. ***Indemnifications and Insurance.*** The District will require the applicant public agency/permittee responsible for planning, design, construction, operation and maintenance of the trail to indemnify, and hold the District harmless in the event of any claim, lawsuit, judgment, or action arising from the public use of the recreational trail and to pay for the reasonable costs of any defense of such litigation by counsel mutually selected by the District and the trail operator except for the sole negligence or willful misconduct of District or its Board members, officers, employees, agents or authorized volunteers.. The District will also require the responsible applicant public agency/permittee to carry sufficient liability insurance, naming the District as an additional insured, to adequately protect the District, in an amount to be set by the District Board of Trustees. Provision may be made for self-insurance with the approval of the District Board of Trustees.

6. ***Special Terms and Conditions.*** The District Board of Trustees has approved in form certain special terms and conditions, in implementation of this Policy, which will be attached to permits and easements (if any) issued for encroaching recreational trails. The Special Terms and Conditions are attached hereto as Exhibit A. The Form of Permit is attached hereto as Exhibit B.

7. ***Additional Standard Term & Condition for Encroachment Permits.*** Permittee acknowledges that this Permit incorporates by reference the foregoing district policy. By accepting this Permit, Permittee agrees to exercise the rights and perform the obligations created by this Permit in full compliance with those policies.

EXHIBIT B
PERMIT

The American River Flood Control District hereby issues to _____ an encroachment permit for the purpose of _____ subject to the following terms and conditions:

[Terms and Conditions established by the Board or taken, in whole or part, from Exhibit A]

AGREED AND ACCEPTED:

(Applicant)

By: (Signature)

(Name, printed)

(Date)

PERMIT ISSUED:

By: American River Flood Control District

Date: _____

Signature: _____
Timothy R. Kerr General Manager, ARFCD

EXHIBIT A

SPECIAL TERMS AND CONDITIONS

1. Easements/permits shall be conveyed/issued to the applicant for the exclusive purpose of constructing, operating, maintaining, repairing, rehabilitating, and replacing a recreational trail that will be used by members of the public.
2. The recreational trail and all related improvements (the "Recreational Trail"), at a minimum, shall satisfy the planning, location, design, construction, access, signage, and other applicable standards established by the California [Central Valley Flood Protection-Reclamation](#) Board. However, the District reserves the right to impose such additional requirements as it believes are reasonably necessary to adequately protect: (i) the District's levees and other facilities, (ii) public and private property that is protected from flooding by the District's levees and other facilities, and (iii) the health and safety of individuals who use the levee (including, without limitation, members of the public and employees of the District)
3. The applicant must operate and maintain the Recreational Trail itself or submit to the District evidence of an agreement with a qualified public agency pursuant to which that public agency agrees to operate and maintain the Recreational Trail. Prior to issuance of the permit by District, as a part of the supporting documentation for the permit, applicant shall develop and submit to the District for review and acceptance and shall agree to implement a plan of operation and maintenance for the Recreational Trail which addresses all aspects of operating and maintaining the Trail, including but not limited to public safety, litter control, graffiti control, signage, access control, security, compliance enforcement, repair, rehabilitation, replacement, and removal of Recreational Trails facilities and a plan and budget for financing and accomplishing the O&M Plan.
4. The applicant shall bear all costs associated with the planning, design, construction, operation, maintenance, repair, rehabilitation, and removal of the Recreational Trail., including, but not limited to, any repairs required as a result of actions by the District or others to respond to a flood emergency. Should applicant not fulfill its obligations with respect to operation and maintenance of the Recreational Trail, the District shall notify the applicant in writing of such failure. Applicant shall have thirty (30) days from the receipt of such notice either to cure such failure or to submit an acceptable plan to the District to cure such failure. If, within thirty (30) days after receipt of District's notice, the applicant does not either cure such failure or submit a plan acceptable to the District to cure such failure, the District, at the expense of applicant, may perform the applicant's obligations with respect to operation and maintenance of the Recreational Trail. (Alternatively, the District may close the trail to the public recreational use until the applicant takes corrective action satisfactory

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to the District.) Notwithstanding the foregoing, in the event of an emergency caused by the applicant's failure to fulfill its obligations with regard to operating and maintaining the Recreational Trail, which the District reasonably believes jeopardizes the safety or security of (i) the District's levees and other facilities, (ii) public and private property that is protected from flooding by the District's levees and other facilities, and (iii) the health and safety of individuals who use the levee (including, without limitation, members of the public and employees of the District), the District, after providing notice to the applicant and at the applicant's sole expense, may perform those obligations immediately. In any of these circumstances, the District shall begin proceedings with the California Central Valley Flood Protection State Reclamation Board to revoke the recreation trails permit.

5. To the fullest extent permitted by law, applicant shall indemnify, hold harmless and pay counsel selected by the District for all fees and costs associated with defense of District, its Board members, officers, employees, agents, and authorized volunteers, and each of them from and against:
 - a). Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person, including but not limited to any Board members, officers, employees, agents, or authorized volunteers of District or Applicant, and damages to or destruction of property of any person, including but not limited to, District and/or Applicant and their Board members, officers, employees, agents, or authorized volunteers, arising out of or in any manner directly or indirectly connected with this permit/easement, however caused, regardless of any negligence of District or its Board members, officers, employees, agents, or authorized volunteers, except the sole negligence or willful misconduct of District or its Board members, officers, employees, agents, or authorized volunteers;
 - b). Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of applicant.
 - c). Any and all losses, expenses, damages (including damages to the work itself), attorney's fees, expert's fees, and other costs, including

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all costs of defense, which any of them may incur with respect to the

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failure, neglect, or refusal of applicant to faithfully perform all of its obligations under the permit/easement. Such costs, expenses, and damages shall include all costs, including attorney's fees and expert's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Applicant shall pay and satisfy any judgment, award, or decree that may be rendered against District or its Board members, officers, employees, agents, or authorized volunteers, in any such suit, action, or other legal proceeding.

Applicant shall reimburse District and its Board members, officers, employees, agents, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Applicant agrees to carry insurance for this purpose as specified by the District. Applicant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District or its Board members, officers, employees, agents, or authorized volunteers.

6. By signature hereon, Applicant certifies that Applicant is aware of the provisions of Section 3700 of the California Government Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Applicant will comply with such provisions in connection with any work performed on the subject Recreational Trail(s). Any persons providing services with or on behalf of Applicant shall be covered by workers' compensation (or qualified self-insurance).

Applicant shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their officers, employees, agents, and authorized volunteers working on or about the subject Recreational Trail(s), in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Applicant shall provide employer's liability insurance in the amount of at least \$1,000,000 per accident for bodily injury and disease.

Applicant shall provide and maintain the following commercial general liability and automobile liability insurance:

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Coverage: Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office Automobile Liability Coverage (Form CA 0001), covering Symbol 1 (any auto)
3. Excess coverage reasonably acceptable to the District

Limits: Applicant shall maintain limits not less than the following:

1. General Liability — Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply to the Recreational Trail(s) hereunder (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - Two million dollars (\$2,000,000) for bodily injury and property damage each accident limit.
3. Excess Liability. Ten million (\$10,000,00) per occurrence.

These policies shall contain or be endorsed to contain the following provisions:

- A. The District, its Board members, officers, employees, agents, and authorized volunteers are to be given insured status (via ISO endorsement CG 2011, CG 2024 [if land only], or insurer's equivalent for general liability coverage) as respects: liability arising out of Applicant's use of District properties by Applicant and the public; or automobiles owned, leased, hired, or borrowed by the Applicant. The coverage shall contain no special limitations on the scope of protection afforded to the District, its Board members, officers, employees, agents, or

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authorized volunteers.

- B. For any claims related to this permit/easement, Applicant's insurance shall be primary insurance as respects the District, its Board members, officers, employees, agents, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the District, its Board members, officers, employees, agents, or authorized volunteers shall not contribute to it.
- C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its Board members, officers, employees, agents, or authorized volunteers.
- D. Applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. Each insurance policy required by this provision shall state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by US Mail has been given to District.

Such liability insurance shall indemnify the Applicant and Applicant's contractors against loss from liability imposed by law upon, or assumed under contract by, the Applicant or Applicant's contractors for damages on account of such bodily injury (including death), property damage, and personal injury.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, and blanket contractual liability.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

Acceptance of the insurance by District shall not relieve or decrease any liability of Applicant.

All of the insurance shall be provided on policy forms and through companies satisfactory to the District or by means of a self-insurance program acceptable to

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the District.

Any deductible or self-insured retention must be declared to and accepted by the District. At the option of the District, the Applicant shall either reduce or eliminate such deductibles or self-insured retention to levels acceptable to the District.

Insurance is to be placed with insurers having a current A.M. Best rating of not less than A:VII or equivalent or, in the case of self-insurance programs, as otherwise acceptable to the District.

Prior to approval of the permit by the District/execution of the easement, applicant shall file with the District a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative. Such evidence of insurance shall include original copies of the additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against the District (if Property Insurance is applicable). Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions A through E above.

Applicant shall, upon demand of the District, deliver to the District such policy or policies of insurance (or copies thereof) and the receipts for payment of premiums thereon.

Applicant shall provide and maintain property insurance covering all risks of direct physical loss, damage, or destruction to:

- The Recreational Trail(s) in the amount of \$1,000,000

District shall be a named additional insured on any such policy (ies).

Applicant shall provide and maintain property insurance covering all risks of direct physical loss, damage, or destruction to any personal property used in connection with the Recreational Trail(s).

Applicant and insurer shall waive all rights of subrogation against the District, its Board members, officers, employees, agents, or authorized volunteers. Applicant shall provide the District with a certificate(s) of insurance evidencing property coverage.

7. The District's use of its properties for flood control purposes, including, but not limited to, the maintenance, repair, construction, and reconstruction of levees, will

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have priority over the use of those properties as a recreational trail. The District will endeavor to avoid interfering with the use of its properties, or any portion thereof, as a recreational trail in conducting its operations whenever feasible; however, the District shall not be under any obligation to avoid such interference. The District reserves the right to close the Recreational Trail and to prohibit recreational uses of its properties, or any portion thereof, during flood emergencies, during flood fights, and during routine maintenance, repair, construction, or reconstruction of levees. Whenever possible, the District will endeavor to give advance notice of such closings; however, it shall be under no obligation to do so. Trail closures may be of short duration during maintenance activities but may also be for extended periods for major or capital improvement projects. This right to close the trail for extended periods may be used for purposes of construction, reconstruction or repairs of levees by others including the State of [California Reclamation Board](#) and [the United States Army Corps of Engineers](#). The applicant shall be responsible for developing and implementing a detour plan if they desire a detour during construction or maintenance activities. Neither the District nor its agents such as the State or Corps of Engineers are obligated to provide a detour during the construction or maintenance activities.

8. The District reserves the right to grant to third parties the right to use all or any portion of its properties, so long as any such right granted to a third party does not unreasonably interfere with the exercise of the rights conveyed/issued to the applicant. It shall be presumed, as a presumption affecting the burden of proof that any rights granted to any third party by the District within all or any portion of the District's properties will not unreasonably interfere with the exercise of the rights conveyed/issued to applicant.
9. Applicant may not convey the right to use all or any portion of the District's properties for recreational purposes, or for any other purpose, to any third party without the written consent of District, which consent shall not be unreasonably withheld or delayed. Any such conveyance shall be subject to the terms and conditions of the original easement/permit, subject to any and all terms and conditions additionally imposed by District, and subject to the District's encroachment control procedures (i.e. a permit will be required to be issued by District to the third party).
10. Applicant may surrender this easement/permit at any time by (1) providing written notice of its intent to surrender it to the District at least one hundred twenty (120) days prior to the proposed date of actual surrender, and (2) not less than one hundred twenty (120) days after giving such notice, with regard to interests that have been conveyed by grant of an easement, preparing and recording a quitclaim deed surrendering to the District all rights conveyed by the original easement.

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11. As a condition of the District's conveyance of easement/approval of permit and of the continued existence of the easement/permit, applicant agrees that (1) if construction of the Recreational Trail is not commenced within twelve (12) months and completed within sixty (60) months of the date on which the District grants the easement/approves the permit, or (2) if the applicant fails to maintain the Recreational Trail or carry out any duties or responsibilities required as a condition of the easement/permit for a period of twelve (12) consecutive months after it has been completed, or (3) if the applicant ceases making the Recreational Trail available to the public for the recreational purposes for which the entitlement has been granted, the applicant shall be conclusively presumed to have surrendered the easement/permit. Following such surrender, upon written request by the District, applicant shall execute and record a good and sufficient quitclaim deed terminating all of its interests therein. If applicant fails to provide such a quitclaim deed within thirty (30) days after requested, the District may prepare for the applicant's execution such quitclaim deed, all costs of preparing and recording the quitclaim deed to be borne by applicant.
12. Should the District ever determine that the use of all or any portion of its properties as a recreational trail is inconsistent with the use of such lands for flood control purposes, the District may withdraw the easement/permit for the affected portion of the Recreational Trail upon thirty (30) days written notice to the applicant.
13. As a condition of any voluntary or involuntary surrender or withdrawal of this easement/permit, the applicant must remove the Recreational Trail and all associated facilities from District properties, at the sole cost and expense of applicant, within one hundred eighty (180) days of receipt/delivery of notice of surrender/withdrawal; except for those parts/facilities, if any, that the District has requested to be left in place. The District shall notify the applicant what portions, if any, of the Recreational Trail must be left in place within ninety (90) days of receipt/delivery of notices of surrender/withdrawal of easement/permit. If the applicant has not removed the Recreational Trail and restored the District's properties to the condition that existed before construction of the Recreational Trail within the required time period, or made arrangements satisfactory to the District for such removal and restoration, the applicant agrees that the District may carry out the removal and restoration and the applicant shall be liable for all costs thereof.
14. Should the District ever determine that a particular use of the easement/permit unduly stresses the flood control facilities or increases the District's costs of maintaining its levees or other facilities, the District reserves the right to prohibit such particular use of the easement/permit.

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15. Applicant shall operate and maintain the Recreation Trail(s) so as to avoid injury or damage to any person or property. Applicant shall be responsible for all security for the Recreation Trail(s).

In operating and maintaining the Recreation Trail(s), applicant shall, at all times, exercise all necessary precautions for the safety and environmental protection of public safety and the District's property, and be in compliance with all federal, state, and local statutory and regulatory requirements including, but not limited to, State of California, Division of Industrial Relations (Cal/OSHA) regulations, Cal/EPA, and the US Department of Transportation, including the Omnibus Transportation Employee Testing Act (as applicable).

Applicant shall not use or allow anyone else to use the Recreation Trail(s) or the District's property to generate, manufacture, refine, transport, treat, store, handle, recycle, release, or dispose of any hazardous material, other than as reasonably necessary for the operation of the applicant's activities as contemplated under the permit/easement. The term "hazardous material" means any hazardous substance, material, or waste, including but not limited to those listed in 49 CFR 172.101 (US Department of Transportation), the Cal/EPA Chemical Lists, or lists of petroleum products and their derivatives. However, this shall not apply to the use of petroleum products and related substances incidental to operation of motorized equipment and vehicles whose operation are necessary to the construction, operation, and maintenance of the Recreation Trail(s) or the District's flood control facilities.

Applicant shall immediately notify the District in writing upon becoming aware of any release of hazardous material, violation of any environmental law, or actions brought by third parties against the applicant alleging environmental damage.

16. Applicant shall give all notices required by law and shall comply with all laws, ordinances, rules, and regulations pertaining to the activities authorized by this permit/easement. The applicant shall be liable for all violations of the law in connection with this easement/permit.
17. No waiver of any violation or breach of the covenants or conditions of the easement/permit shall be considered to be a waiver or breach of any other violation or breach of the covenants and conditions of the easement /permit.
18. This easement/permit shall be binding on and inure to the benefit of the successors of the District and of the applicant. Consistent with other terms and conditions of this conveyance/approval, applicant may not assign its interest in, or obligations under, this easement/permit without the written consent of the District, which

General Manager's Meeting Summary

October 2019

10/4: DWR/CVFPB DMP meeting. I attended this meeting with State DWR and Central Valley Flood Protection Board staff to discuss the District's plan for using the State grant funds for the proper abandonment of a pipe near Interstate 5. In attendance for the District were consultants from Mead and Hunt and Kleinfelder. The group discussed ways to get approval from the CVFPB and US Army Corps of Engineers.

10/4: ARFCD Policy Committee meeting. The Policy Committee met to discuss the District's process for responding to Public Records Act Requests.

10/4: ARFCD Public Outreach Committee meeting. The Public Outreach Committee met with Robin Hardy to discuss developing a flyer or handout card to help communicate the District's perspective on recreational trail use near levees.

10/10: Assembly Bill 137 Conference Call. I participated in this call with staff from the Central Valley Flood Protection Board, RD 1000, the City of Sacramento, and Assemblyman Cooper's office to develop a new approach to promote the legislation.

10/11: American River Flood Control District Board of Trustees meeting. The Board met in regular session. The agenda items included encroachment permit applications for bank protection at McClaren Drive, an encroachment permit application for home renovations in the floodway at Coda Lane, and endorsement of a candidate for the LAFCo Special District Commissioner seat.

10/15: Ground Penetrating Radar Contract Kick-off meeting.

Superintendent Kawamura and I met in the field with Nancy Moricz and staff from Subtronics to see their testing apparatus and discuss the methodology for site inspection.

10/29: Sac County OES Pre-season Flood Coordination meeting.

Superintendent Kawamura, Field Supervisor Webb, and I attended this annual meeting to discuss the upcoming winter season and agency readiness.

10/30: Steelhead Creek Clean-up meeting. Superintendent Kawamura and I met with representatives of Sacramento City Parks, the State Department of Fish and Wildlife, and the Central Valley Regional Water Quality Control Board to discuss the recent clean-up effort in Steelhead Creek.

10/31: Assembly Bill 137 meeting with Senator Richard Pan. I joined representatives from the Central Valley Flood Protection Board, RD 1000, and Assemblyman Jim Cooper's office to meet with Senator Richard Pan at his office in the State Capitol. We briefed Dr. Pan on our efforts to enact legislation to declare the levees as critical infrastructure so that campers and encampments can be moved off the critical facilities. Dr. Pan recommended strategies for promoting the legislation through both houses of the legislature.



Water Resources ♦ Flood Control ♦ Water Rights

GILBERT COSIO, JR., P.E.
MARC VAN CAMP, P.E.
WALTER BOUREZ, III, P.E.
RIC REINHARDT, P.E.
GARY KIENLEN, P.E.
DON TRIEU, P.E.
DARREN CORDOVA, P.E.
NATHAN HERSHEY, P.E., P.L.S.
LEE G. BERGFELD, P.E.
BEN TUSTISON, P.E.

ANGUS NORMAN MURRAY
1913-1985

CONSULTANTS:
JOSEPH I. BURNS, P.E.
DONALD E. KIENLEN, P.E.

March 11, 2019

Mr. Tim Kerr
American River Flood Control District
185 Commerce Circle
Sacramento, CA 95815

Subject: Proposal for Engineering Services and Support Arcade Creek Erosion Sites

Dear Mr. Kerr:

MBK Engineers (MBK) is submitting this proposal to provide engineering services for the design, environmental documentation, and permitting, of maintenance erosion repair sites along the north and south banks of Arcade Creek. These sites exist where the recently constructed waterside seepage cutoff wall is located, within proximity to the existing eroding channel bank.

There are three tasks associated with this proposal:

Task 1 – A Field Visit to Assess the Constructability of the Erosion Sites

Due to the location of the erosion within the seasonally dry channel, and due to the barrier presented by bridges, the levee and flood walls site access and construction methods need to be given special consideration during design. The field visit will also confirm the previously established site locations and lengths shown in Table 1.

Task 2 – Preparing Preliminary Design Documents (30 percent), including Plans, Project Description, and Cost Estimates

Work performed as part of Task 2 will be used to begin the environmental documentation. As part of Task 2, a letter will be prepared which outlines both the environmental documentation and the permits required for construction.

Task 3 – Design, Environmental Documentation, and Permitting

Task 3 includes preparation of the 90 percent and final design plans and specifications. Environmental documentation is expected to include a categorical exemption; however, if endangered species are encountered, an initial study may be required. Permits are expected to

include a U.S. Army Corps of Engineers (USACE) Section 404 permit, a Regional Water Quality Control Board (RWQCB) Section 401 permit, and a California Department of Fish and Wildlife (CDFW) Section 1602 permit. A Central Valley Flood Protection Board (CVFPB) maintenance notification is required, but it is not anticipated that a USACE Section 408 permit will be required. However, there is a risk that the CVFPB and/or USACE will require a permit and 408 approval. We have included these permits in the budget, as a conservative estimate of the work.

Table 1. Erosion Sites

Site No.	Start Station	End Station	Length (ft)
1	5075+50	5077+50	200
2	5076+50	5077+50	100
3	5078+75	5079+25	50
4	5079+50	5081+00	150
5	5094+00	5096+00	200
6	5097+25	5098+50	125

MBK anticipates that the overall budget needed to complete the aforementioned tasks will be approximately, \$130,000. The period of service is anticipated to last through November 2020, primarily due to the time required to obtain permits. MBKs estimate of the necessary work hours to complete the tasks mentioned in this scope of work is included in Attachment 1, and a proposal from an environmental sub-consultant is included as Attachment 3. MBKs efforts are charged on an actual time-and-expense basis, in accordance with our fee schedule, included as Attachment 2.

We appreciate the opportunity to assist you with this project. If you have any questions, please contact Michael Kynett at (916) 456-4400.

Sincerely,
MBK ENGINEERS



Ric Reinhardt, P.E.

MK/rr/oh

U:/1479.0/TIM KERR SOW 2019-03-11

Attachments: Attachment 1 – Estimate of Probable Costs (MBK and Subs)
Attachment 2 – 2019 MBK Schedule of Fees
Attachment 3 – Subconsultant Proposal

ATTACHMENT 1**Estimate of Probable Costs**

	Rodman	Survey Chief	Asst Engr	Senior Engr	Senior PM	Principal Engr	Tech Writer	Total Hours	ODC	Subs (\$)	Subtotals (\$)
Wage Rates:	\$166/hr	\$180/hr	\$145/hr	\$206/hr	\$175/hr	\$245/hr	\$100/hr				
Task 1 – Field Visit											\$2,700
1.1 Perform Field Visit			4	4		2		10	\$23		\$1,917
1.2 Update Site Extents			2	2				4			\$702
Task 2 – Preliminary Design											\$18,200
2.1 Perform Site Survey	8	8	8	4		2		30	\$73		\$5,315
2.2 Prepare 30% Plans			20	28	14	6	2	70			\$12,788
Task 3 – Design, Environmental Documentation, and Permitting											\$109,100
3.1 CEQA Documentation					16			16	\$150	\$28,376	\$31,326
3.2 Section 1602 Permit			8		10			18	\$5,400	\$6,602	\$14,912
3.3 Section 404 Permit			8		8			16		\$9,236	\$11,796
3.4 Section 401 Permit			8		8			16	\$7,245	\$8,419	\$18,224
3.5 CVFPB Maintenance Notification			6	30			4	40			\$7,450
3.6 Prepare 90% Plans and Specs			32	30		6	4	72			\$12,690
3.7 100% Design and Bid Package			32	30		6	4	72			\$12,690
Totals:	\$1,328	\$1,440	\$18,560	\$26,368	\$9,800	\$5,390	\$1,400	114 hrs	\$12,891	\$52,633	\$130,000

SCHEDULE OF FEES**ATTACHMENT 2**

1. Standard Fees:

	<u>Per Hour</u>
Principal	\$220–290
Supervising Engineer	180–260
Senior Project Manager	190–260
Project Manager	160–220
Senior Engineer	160–230
Engineer/Hydrologist	130–190
GIS Professional	120–190
Water Resources Associate	110–180
Assistant Engineer	100–160
Prevailing Rate Surveyor, Chief of Party	180
Prevailing Rate Surveyor, Rodman/Chainman	166
GIS Specialist	80–150
Technician/Drafter	80–150
Junior Engineer	75–120
Engineering Aide	50–90
Technical Editor	50–125
3-Man Survey Crew	285
2-Man Survey Crew	250

2. Time spent in appearances at courts or quasi-judicial State or Federal boards and commissions is billed at \$450 per hour for principals and supervising engineers, \$400 per hour for registered engineer staff, and \$250 per hour for other staff.
3. Automobile mileage is billed at the Federal reimbursement rate. Local mileage (less than 20 miles) will not be billed.
4. All other direct non-salary expense, including transportation and subsistence, long-distance telephone charges, commercial printing, reproduction costs, and similar out-of-pocket expenses are billed at actual cost plus a service charge of 10%. Use of GPS equipment is billed at \$50 per hour. Use of MBK owned boat will be billed at \$125/day. Use of MBK owned drones will be billed at \$135/day. Professional services provided by others billed through MBK at cost plus a service charge of 5%–15%.
5. Billings will be made monthly and payment will be due within 45 days. Accounts not paid within 90 days of presentation will bear interest at the rate of 1½% per month or fraction thereof from the billing date unless other arrangements are made in advance.
6. If accounts are not paid within 90 days of presentation, the firm may retain an attorney to obtain payment. In the event that it does so and payment of all or part of the account is thereafter obtained, reasonable attorney's fees and other costs incurred to obtain such payment shall also be paid, or if payment is obtained by Judgment, shall be awarded as part of the Judgment.

March 8, 2019

Mr. Ric Reinhardt
MBK Engineers
455 University Avenue, Suite 100
Sacramento, CA 95825

Consulting
Engineers and
Scientists

Subject: Proposal to Provide Environmental Compliance Services for the Arcade Creek Erosion Project

Dear Mr. Reinhardt:

GEI Consultants, Inc. (GEI) is pleased to assist MBK Engineers with environmental services for the Arcade Creek Erosion Repairs Project (Project) located in Sacramento County. MBK Engineers is working with the American River Flood Control District (ARFCD) to develop engineering solutions to address bed scour and bank undercutting in six locations in Arcade Creek between Rio Linda Boulevard and Marysville Boulevard. GEI understands this work is critically important to the integrity of the flood control system and to the protection of the levee remediations constructed along Arcade Creek north and south levees in 2018. Our scope of work is provided below.

Task 1: Environmental Permitting

The proposed Project may qualify as a levee maintenance action and therefore may not require Section 408 permission from the U.S. Army Corps of Engineers (USACE) or an encroachment permit from the Central Valley Flood Protection Board (CVFPB). The project would place scour protection along the bed of Arcade Creek in up to six locations to prevent the channel bed from downcutting and to prevent undercutting of channel banks. Arcade Creek is a water of the United States and placing fill material into the bed triggers the need to obtain environmental permits.

Task 1A: USACE Section 404 Permit

GEI anticipates that the Project would be eligible for Section 404 Clean Water Act coverage using Nationwide Permit (NWP) 31, *Maintenance of Existing Flood Control Facilities* and/or NWP 13, *Bank Stabilization*. A waiver may need to be requested from the District Engineer for the use of NWP 13, since permit conditions state that impacts are restricted to 500 linear feet of streambed. GEI will coordinate with MBK Engineers to obtain project-specific details, including quantities of fill material, to prepare a Pre-Construction Notification (PCN) package for submittal to USACE. GEI will prepare and submit the PCN application to MBK for review and submit to USACE once all comments have been addressed. GEI will provide additional coordination with USACE to ensure that the application is technically accurate and meets USACE needs.

Task 1B: RWQCB Section 401 Water Quality Certification

GEI will prepare an application for water quality certification (WQC) for submittal to the Central Valley Regional Water Quality Control Board (RWQCB). GEI will coordinate with MBK Engineers to obtain project specific details, including quantities of fill material and measures to protect water quality to prepare the water quality application. GEI will prepare and submit the WQC application to MBK for review and submit to Central Valley RWQCB once all comments have been addressed. GEI will provide additional coordination with RWQCB to ensure that the application is technically accurate and meets RWQCB needs. GEI assumes that MBK Engineers will pay all permit fees.

The State Water Resource Control Board has not yet adopted the *State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State* and therefore an alternatives analysis is not included in this scope of work.

Task 1C: CDFW Streambed Alteration Agreement

GEI will prepare a notification for Streambed Alteration Agreement (SAA) for submittal to the California Department of Fish and Wildlife (CDFW), pursuant to Section 1600 of the California Fish and Game Code. GEI will coordinate with MBK Engineers to obtain project-specific details, including quantities of fill material and measures to avoid and minimize impacts to wildlife to prepare the application for SAA. GEI will prepare and submit the SAA notification to MBK for review and submit to CDFW once all comments have been addressed. GEI will provide additional coordination with CDFW to ensure that the application is technically accurate and meets CDFW needs. GEI assumes that MBK Engineers will pay all permit fees.

Task 1D: Endangered Species Act Compliance

Arcade Creek is tributary to Natomas East Main Drainage Canal/Steelhead Creek, which is designated as critical habitat for Central Valley steelhead and essential fish habitat for fall-/late fall-run Chinook salmon. It is anticipated that USACE will initiate consultation with the National Marine Fisheries Service (NMFS) to ensure compliance with Section 7 Endangered Species Act Compliance during the Section 404 permit review process. GEI will prepare a biological assessment to support consultation with NMFS, which will include an assessment of essential fish habitat for Pacific Coast Salmon designated under the Magnuson-Stevens Fisheries Conservation and Management Act. GEI anticipates that NMFS will make a determination of “not likely to adversely affect” conclusion under Section 7 based on the lack of suitable spawning habitat for special-status fish in Arcade Creek. GEI will use data collected during the North Sacramento Streams Levee Accreditation Project to prepare the Arcade Creek Erosion Repair biological assessment. GEI will prepare and submit the biological assessment to MBK for review and submit to USACE as part of the 404 permit application package. GEI will provide additional coordination with USACE and NMFS to ensure that the materials are technically accurate and meets USACE and NMFS needs. GEI assumes that consultation with U.S. Fish and Wildlife Service (USFWS) is not required since habitat for federally-listed species under USFWS jurisdiction is absent from the Project area.

Task 1E: Cultural Resource Compliance

GEI will use the data collected during the North Sacramento Streams Levee Accreditation Project Section 106 compliance study to prepare the Arcade Creek Erosion Repair Section 106 compliance report. Since the records search is more than 4 years old, GEI will request an updated record search at the North Central Information Center of the California Historical Resources Information System. A GEI archaeologist will also prepare letters requesting a search of the Native American Heritage Commission’s Sacred Lands Database. Two GEI archaeologists, one of whom meets the Secretary of the Interior’s Professional Qualification Standards in archaeology, will conduct a field visit of any previously unsurveyed areas in the Area of Potential Effects. GEI will prepare a technical report to support Section 106 consultation with USACE, using much of the background context and regional information presented in *Cultural Resources Inventory and Evaluation Report: North Sacramento Streams Levee Improvements Project* (GEI 2016). GEI will prepare and submit the cultural resources report to USACE as part of the 404 permit application package. GEI will provide additional coordination with USACE to ensure that the materials are technically accurate and meet USACE needs.

Task 2: CEQA Compliance

RWQCB and CDFW require proof of compliance with the California Environmental Quality Act (CEQA) prior to issuing permits. It is anticipated that the Project will qualify for a Categorical Exemption for existing facilities under CEQA Guidelines Section 15301. GEI will prepare a Notice of Exemption (NOE) to satisfy the CEQA requirement. GEI will collaborate with MBK staff to develop a project description, a statement of finding, and a statement to support the exemption. GEI assumes that MBK Engineers will pay the required CEQA filing fee.

Task 3: Task Management and Coordination

GEI will provide task management, coordination, and administrative services for all tasks under this scope of services. This task will include day-to-day task management and coordination with the overall project team to discuss various aspects of the project, both in person, through correspondence, or by email. GEI will

coordinate and manage budgeting and scheduling.

GEI will complete this scope of work on a time-and-materials basis with a not-to-exceed fee of \$50,127. We are looking forward to the opportunity to assist MBK Engineers with this important project that will contribute to the proper function of the flood control system and help protect the recent flood control investments that were recently made in the Arcade Creek Levee System.

If you have any questions or need additional information, please contact me at snorris@geiconsultants.com or (916) 912-4941.

Sincerely,



Sarah Norris
Senior Regulatory Specialist



Cindy Davis
Senior Regulatory Specialist

Arcade Creek Erosion Repair Project, Environmental Services



Task	Task Name	Grade 8 \$255	Grade 7 \$225	Grade 6 \$173	Grade 5 \$150	Grade 4 \$132	Grade 3 \$108	Total Hours	Total Dollars
1	Enviromental Permitting								\$ -
1A	USACE Section 404 Permit, NWP 31		2	42			10	54	\$ 8,796
1B	RWQCB 401 Water Quality Certification		2	40			6	48	\$ 8,018
1C	CDFW Streambed Alteration Agreement		2	30			6	38	\$ 6,288
1D	ESA Section 7		2	32	20		4	58	\$ 9,418
1E	Section 106		4		24	12	16	56	\$ 7,812
2	CEQA Compliance	1		15	6			22	\$ 3,750
3	Project Management	1		30				31	\$ 5,445
	Total Labor Hours	2	12	189	50	12	42	307	
	Total Labor Dollars	\$510	\$2,700	\$32,697	\$7,500	\$1,584	\$4,536		\$ 49,527

Other Direct Costs

Printing /Postage/Delivery	\$ 50
Mileage	\$ 50
Records Search update	\$ 500
Total Other Direct Costs	\$ 600

Total Estimated Project Cost	\$ 50,127
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