

AMERICAN RIVER FLOOD CONTROL DISTRICT

RESOLUTION NO. 2022-18

PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE COVID-19 STATE OF EMERGENCY, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF AMERICAN RIVER FLOOD CONTROL DISTRICT PURSUANT TO THE RALPH M. BROWN ACT.

WHEREAS, the AMERICAN RIVER FLOOD CONTROL DISTRICT is committed to preserving and nurturing public access and participation in meetings of the Board of Trustees; and

WHEREAS, all meetings of the AMERICAN RIVER FLOOD CONTROL DISTRICT are open and public, as required by the Ralph M. Brown Act (Gov. Code, §§ 54950 – 54963) (“Brown Act”), so that any member of the public may attend, participate, and watch the District’s legislative body conduct its business; and

WHEREAS, Assembly Bill 361 added Government Code section 54953(e) to make provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District’s boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Trustees previously adopted a Resolution, number 2021-06 on October 8, 2021, finding that the requisite conditions exist for the District to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in Section 54953(e), the Board of Trustees must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Trustees has done so; and

WHEREAS, such conditions persist in the District, specifically, the March 4, 2020 State of Emergency Proclamation remains active in California due to the threat of COVID-19; and

WHEREAS, the Board of Trustees does hereby find that the ongoing risk posed by the highly transmissible COVID-19 virus has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District; and

WHEREAS, as a consequence of the local emergency persisting, the Board of Trustees does hereby find that the District shall continue to conduct its meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that the Board shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, all meeting agendas, meeting dates, times, and manner in which the public may participate in the public meetings of the District and offer public comment by telephone or internet-based service options including video conference will continue to be posted on the District website and physically outside of the District office.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF AMERICAN RIVER FLOOD CONTROL DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Exists. The Board has reconsidered the conditions of the state of emergency and proclaims that a local emergency persists throughout the District because the high risk of transmissibility of COVID-19 continues to pose an imminent risk to the safety of persons in the District.

Section 3. Re-ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. District staff are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) December 9, 2022, or such time the Board of Trustees adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Trustees of AMERICAN RIVER FLOOD CONTROL DISTRICT, this _____ day of _____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

October 14, 2022
Sacramento, California

In Compliance with CA Assembly Bill 361 the Board of Trustees of the American River Flood Control District met in regular session at 11:00 a.m. on Friday, October 14, 2022 by teleconference. In attendance were Trustee Shah, Trustee Holloway, Trustee L'Ecluse, Trustee Vander Werf and Trustee Johns. Trustee Vander Werf arrived during item 2. Trustee Johns arrived during item 5. Trustee Shah presided. Also present from the District were General Manager (GM) Tim Kerr, Superintendent Scott Webb, Legal Counsel Rebecca Smith and Office Manager Malane Chapman. No members of the public were present.

Item No. 1 Resolution No. 2022-17; Proclaiming a Local Emergency Persists, Re-Ratifying the COVID-19 State of Emergency, and Re-Authorizing Remote Teleconference Meeting of American River Flood Control District Pursuant to the Ralph M. Brown Act: On a motion by Trustee Holloway seconded by Trustee L'Ecluse, the Board unanimously approved this item.

Roll Call Vote:

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

Item No. 2 Public Comments on Non-Agenda Items: There was no public comment on non-agenda items.

Item No. 3 Approval of Consent Agenda: On a motion by Trustee Holloway seconded by Trustee L'Ecluse, the Board unanimously approved items 3a) Minutes of Regular Meeting on September 9, 2022, 3b) Approval of Report of Investment Transactions August 2022 (City Pool, LAIF, River City) and Treasurer's Certification, 3c) District Financial Reports: Statement of Operations (September 2022) and Cash Flow Report, and 3d) Correspondence: None

Roll Call Vote:

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

Items No. 4 Accounts Payable and General Fund Expenses (September 2022): Trustee Vander Werf inquired about payments to SCI Consulting Group and Trustee L'Ecluse inquired about payments to Holt of California. Following explanation by staff and on a motion by Trustee Holloway seconded by Trustee L'Ecluse, the Board unanimously approved payments on the Schedule of Accounts Payable (September 2022) of \$120,989.51 and General Fund Expenses of \$154,142.31 (total aggregate sum \$277,745.36).

Roll Call Vote:

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

Item No. 5 Administrative Staff Reports:

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

- General Manager's September Meeting Summary;
- Update on Army Corps, Lower American Erosion Protection;
- Update on Caltrans, American River Bridge Widening;
- Arcade Creek Erosion Repair;
- Disposal of Lathrop Way Parcel;
- Hydrologic Conditions: Folsom Lake is 33% of total capacity with an outflow of 1,964 cfs. The gauge at I Street Bridge shows a water surface elevation of 4.5 feet above sea level;
- Next Board Meeting is scheduled for Thursday, November 10, 2022

b) *Legal Counsel Rebecca Smith:* Legal Counsel Smith briefed moving along with the disposal of the Lathrop Way parcel. AB 2449 will provide complex alternative teleconference procedures.

c) *Office Manager Malane Chapman:*

- Ethics Training: Two-hour ethics training will follow the October 14, 2022 Board Meeting.
- Sexual Harassment – AB 1825: Two-hour sexual harassment – AB 1825 training to follow the Thursday, November 10, 2022 Board Meeting.

Item No. 6 Operations and Maintenance Staff Reports:

Superintendent Scott Webb:

- Crew activities including Arcade Creek erosion repair, trash pickup, annual flood fight training and routine maintenance.

Item No. 7 Questions and Comments by Trustees: Trustee L'Ecluse was curious as to why the District wasn't part of the Highwater Jamboree and hoped that the District will be included in the future. GM Kerr informed that Board that he will be attending the Jamboree as a member of the public.

Item No. 8 Adjourn: There being no further business requiring action by the Board, the meeting was adjourned by Trustee Shah at 11:30 a.m. The Trustees met with Legal Counsel and with District Staff for Ethics Training until 1:30 p.m.

Attest:

Secretary

President

**American River Flood Control District
Staff Report**

Investment Transactions Summary; September 2022

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 \$11,355.77.
- As of September 30, 2022, the balance of Interest Receivable in this account was \$33,333.34.

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

River City Bank Money Market:

- On September 13, 2022, a transfer was made to River City Checking in the amount of \$200,000.00.
- On September 19, 2022, a transfer was received from River City Checking in the amount of \$900,000.00.
- On September 30, 2022, a monthly interest payment was received in the amount of \$441.53.

River City Bank Checking:

- On September 13, 2022, a transfer was received from River City Bank Money Market in the amount of \$200,000.00.
- On September 16, 2022, a deposit was received from SAFCA in the amount of \$980,000.00.
- On September 19, 2022, a transfer was made to River City Bank Money Market in the amount of \$900,000.00.
- On September 23, 2022, a miscellaneous deposit was received in the amount of \$200.00.
- On September 30, 2022, a monthly interest payment was deposited in the amount of \$14.64.
- Total amount of Accounts Payable cleared during the month of September was \$320,232.68.

**American River Flood Control District
Investment Transaction Report
September 2022**

Item 3b

Balance and Transactions

Account		LAIF	City Pool A	River City Bank Money Market	River City Bank Checking
Beginning Balance	9/1/22	\$67,120.40	\$9,019,598.41	\$878,115.11	\$180,465.39
Transactions					
River City Transfer	9/13/22			(\$200,000.00)	\$200,000.00
SAFCA Deposit	9/16/22				\$980,000.00
River City Transfer	9/19/22			\$900,000.00	(\$900,000.00)
River City Miscellaneous Deposit	9/23/22				\$200.00
City Pool A Interest	9/30/22		\$11,823.37		
River City Bank Interest	9/30/22			\$441.53	\$14.64
Accounts Payable (cleared)					(\$239,742.94)
Ending Balance:	9/30/22	\$67,120.40	\$9,019,598.41	\$1,578,556.64	\$220,937.09

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

Interest

Date:	Oct 2021	Nov 2021	Dec 2021	Jan 2022
LAIF	0.20	0.20	0.54	0.23
City Pool A	0.91	0.87	1.08	0.83
River City Bank Money Market	0.15	0.15	0.15	0.15
River City Bank Checking	0.08	0.07	0.08	0.08
Date:	Feb 2022	Mar 2022	Apr 2022	May 2022
LAIF	0.28	0.37	0.52	0.68
City Pool A	0.91	0.89	0.96	1.04
River City Bank Money Market	0.15	0.15	0.15	0.15
River City Bank Checking	0.08	0.08	0.07	0.08
Date:	June 2022	July 2022	Aug 2022	Sep 2022
LAIF	0.86	1.09	1.28	1.51
City Pool A	1.15	1.33	1.48	1.59
River City Bank Money Market	0.28	0.35	0.35	0.48
River City Bank Checking	0.08	0.08	0.08	0.08

**American River
Flood Control
District**

AMERICAN RIVER FLOOD CONTROL DISTRICT

MONTHLY REVIEW – SEPTEMBER 2022

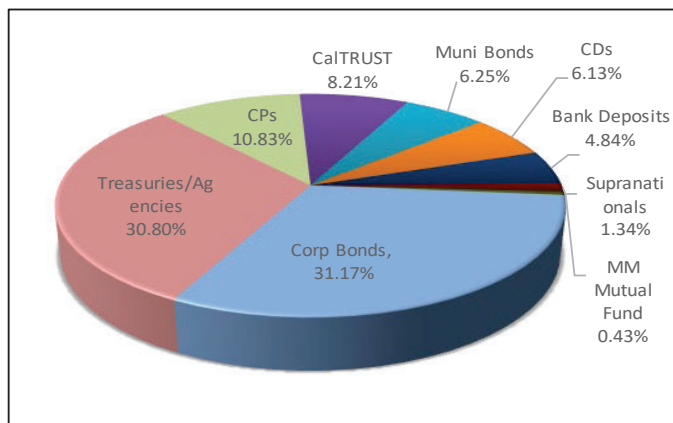
STRATEGY

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	9,041,108
Contributions	0
Withdrawals	0
Interest Earned	11,823
Ending Balance	9,052,931

CITY POOL A PORTFOLIO COMPOSITION



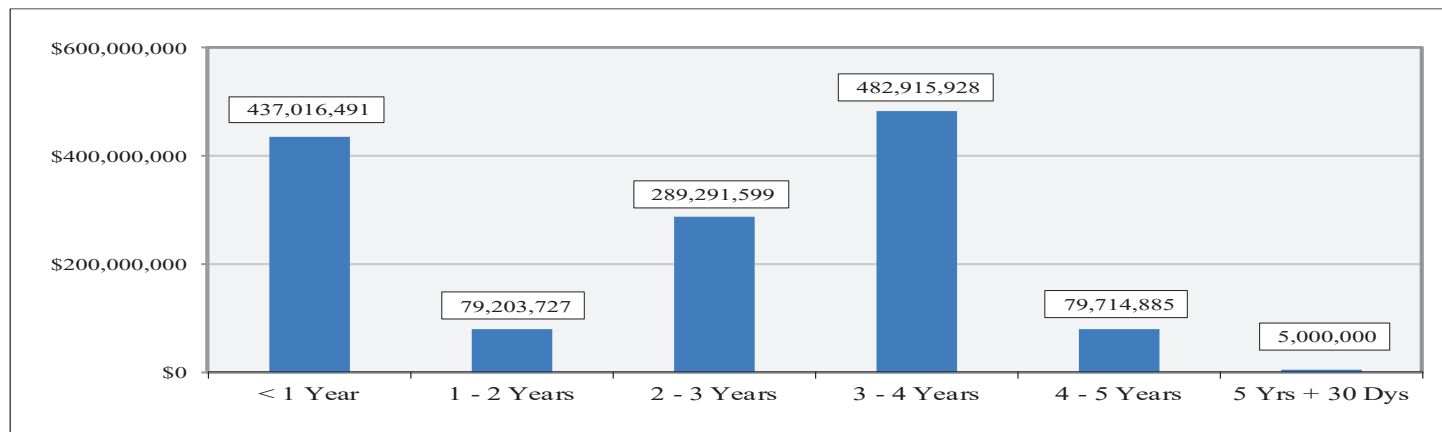
PERFORMANCE COMPARISON

City Pool A	1.59%
LAIF	1.51%
90 Day T-Bill	3.09%
Federal Funds	2.57%

Asset Type	Pct. Assets	YTM
Corp Bonds	31.17%	1.78%
Treasuries/Agencies	30.80%	1.81%
CPs	10.83%	2.39%
CalTRUST	8.21%	2.04%
Muni Bonds	6.25%	1.79%
CDs	6.13%	2.78%
Bank Deposits	4.84%	1.24%
Supranationals	1.34%	0.99%
MM Mutual Fund	0.43%	1.14%

CITY POOL A MATURITY SCHEDULE

Maturity	Market Value	Pct. Holdings
< 1 Year	437,016,491	31.82%
1 - 2 Years	79,203,727	5.77%
2 - 3 Years	289,291,599	21.07%
3 - 4 Years	482,915,928	35.17%
4 - 5 Years	79,714,885	5.81%
5 Yrs + 30 Dys	5,000,000	0.36%
Total	1,373,142,630	100.00%



City of Sacramento
CASH LEDGER
American River Flood Control District
From 09-01-22 To 09-30-22

All Cash Accounts

Trade Date	Settle Date	Tran Code	Quantity	Security	Amount	Cash Balance
Pool A Interest Receivable						
09-01-22				Beginning Balance		21,509.97
09-30-22	09-30-22	in		Pool A Cash	11,823.37	33,333.34
				Sep 2022 estimated Pool A interest		
					11,823.37	
09-30-22				Ending Balance		33,333.34
Pool A Cash						
09-01-22				Beginning Balance		9,019,598.41
09-30-22				Ending Balance		9,019,598.41

California State Treasurer *Fiona Ma, CPA*



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

October 03, 2022

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

AMERICAN RIVER FLOOD CONTROL DISTRICT

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

[Tran Type Definitions](#)

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Account Number: 90-34-002

September 2022 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	67,120.40
Total Withdrawal:	0.00	Ending Balance:	67,120.40



River City Bank

WWW.RIVERCITYBANK.COM
PO Box 15247, Sacramento, CA 95851-0247
Return Service Requested

Item 3b



Last statement: August 31, 2022
This statement: September 30, 2022
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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Direct inquiries to:
916-567-2836

WE UPDATED OUR MISCELLANEOUS FEE DISCLOSURES ON SEPTEMBER 06, 2022. THE DISCLOSURES WERE UPDATED TO PROVIDE ADDITIONAL CLARITY IN THE OVERDRAFT FEES SECTION. IT IS IMPORTANT YOU REVIEW THESE CHANGES. TO REVIEW THE UPDATED DISCLOSURE, PLEASE VISIT RIVERCITYBANK.COM IF YOU WOULD LIKE AN UPDATED DISCLOSURE MAILED TO YOU, PLEASE CONTACT CUSTOMER SERVICE AT 800-564-7144.

Public Fund Money Market

Account number	0811100952	Beginning balance	\$878,115.11
Low balance	\$678,115.11	Total additions	900,441.53
Average balance	\$1,118,115.11	Total subtractions	200,000.00
Avg collected balance	\$1,118,115	Ending balance	\$1,578,556.64
Interest paid year to date	\$1,569.03		

DEBITS

Date	Description	Subtractions
09-13	Cash Mgmt Trsfr Dr REF 2561507L FUNDS TRANSFER TO DEP XXXXX0736 FROM	200,000.00

CREDITS

Date	Description	Additions
09-19	Cash Mgmt Trsfr Cr REF 2621345L FUNDS TRANSFER FRMDEP XXXXX0736 FROM	900,000.00
09-30	Interest Credit	441.53

AMERICAN RIVER FLOOD CONTROL DISTRICT
 September 30, 2022

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DAILY BALANCES

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
08-31	878,115.11	09-19	1,578,115.11		
09-13	678,115.11	09-30	1,578,556.64		

INTEREST INFORMATION

Annual percentage yield earned	0.48%
Interest-bearing days	30
Average balance for APY	\$1,118,115.11
Interest earned	\$441.53

OVERDRAFT/RETURN ITEM FEES

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



Last statement: August 31, 2022
This statement: September 30, 2022
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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Direct inquiries to:
916-567-2836

WE UPDATED OUR MISCELLANEOUS FEE DISCLOSURES ON SEPTEMBER 06, 2022. THE DISCLOSURES WERE UPDATED TO PROVIDE ADDITIONAL CLARITY IN THE OVERDRAFT FEES SECTION. IT IS IMPORTANT YOU REVIEW THESE CHANGES. TO REVIEW THE UPDATED DISCLOSURE, PLEASE VISIT RIVERCITYBANK.COM IF YOU WOULD LIKE AN UPDATED DISCLOSURE MAILED TO YOU, PLEASE CONTACT CUSTOMER SERVICE AT 800-564-7144.

Public Fund Interest Checking

Account number	0811090736	Beginning balance	\$180,465.39
Enclosures	43	Total additions	1,180,214.64
Low balance	\$127,246.59	Total subtractions	1,139,742.94
Average balance	\$320,693.99	Ending balance	\$220,937.09
Avg collected balance	\$222,693		

CHECKS

Number	Date	Amount	Number	Date	Amount
8929	09-01	561.30	8974 *	09-20	14,583.15
8961 *	09-06	50.00	8975	09-22	1,898.45
8962	09-21	27,399.53	8976	09-21	2,033.31
8963	09-21	1,600.80	8977	09-20	162.84
8964	09-21	716.92	8978	09-20	10,500.00
8965	09-22	515.74	8979	09-20	4,534.62
8966	09-26	4,117.76	8981 *	09-19	2,842.85
8967	09-21	450.00	8982	09-19	38.62
8968	09-19	652.50	8983	09-26	422.81
8969	09-22	6,219.00	8984	09-29	624.24
8970	09-19	275.05	8985	09-22	283.07
8971	09-20	3,972.21	8986	09-20	36.40
8972	09-20	4,088.00	8987	09-20	7.06

AMERICAN RIVER FLOOD CONTROL DISTRICT
September 30, 2022

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Number	Date	Amount	Number	Date	Amount
8988	09-20	1,703.96	8997	09-22	358.32
8989	09-26	140.00	8998	09-20	3,463.69
8990	09-26	4,498.00	8999	09-21	4,366.59
8991	09-23	1,721.06	9000	09-22	855.00
8992	09-22	772.97	9001	09-20	791.50
8993	09-20	919.54	9002	09-23	845.04
8994	09-21	400.00	9003	09-27	325.00
8995	09-21	356.17			
8996	09-28	82.38			

* Skip in check sequence

DEBITS

Date	Description	Subtractions
09-01	' ACH Withdrawal INTUIT PAYROLL S QUICKBOOKS 220901 946000047	36,103.62
09-02	' ACH Withdrawal CALPERS 1900 100000016918974	195.08
09-02	' ACH Withdrawal CALPERS 3100 100000016866280	2,075.69
09-02	' ACH Withdrawal CALPERS 3100 100000016866310	2,987.89
09-02	' ACH Withdrawal CALPERS 1900 100000016918967	9,033.50
09-06	' ACH Withdrawal HEALTH EQUITY INC HealthEqui 220906	150.00
09-06	' ACH Withdrawal CALPERS 1900 100000016919559	2,061.72
09-16	' ACH Withdrawal INTUIT PAYROLL S QUICKBOOKS 220916 946000047	35,250.26
09-19	' Cash Mgmt Trsfr Dr REF 2621345L FUNDS TRANSFER TO DEP XXXXX0952 FROM	900,000.00
09-19	' ACH Withdrawal CALPERS 3100 100000016893854	2,791.14
09-19	' ACH Withdrawal CALPERS 3100 100000016903275	2,021.13
09-20	' ACH Withdrawal HEALTH EQUITY INC HealthEqui 220920	152.95
09-20	' ACH Withdrawal CALPERS 1900 100000016941416	2,018.70
09-30	' ACH Withdrawal INTUIT PAYROLL S QUICKBOOKS 220930 946000047	34,715.11
09-30	' Service Charge ADDITIONAL DEBITS	0.70

AMERICAN RIVER FLOOD CONTROL DISTRICT
September 30, 2022

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CREDITS

Date	Description	Additions
09-13	Cash Mgmt Trsfr Cr REF 2561507L FUNDS TRANSFER FRMDEP XXXXX0952 FROM	200,000.00
09-16	Deposit	980,000.00
09-23	Credit Memo CHECK #8861 MISAPPLIED INTENDED PAYEE DID NOT RECEIVED CREDIT	200.00
09-30	Interest Credit	14.64

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
08-31	180,465.39	09-19	363,375.04	09-27	256,344.88
09-01	143,800.47	09-20	316,440.42	09-28	256,262.50
09-02	129,508.31	09-21	279,117.10	09-29	255,638.26
09-06	127,246.59	09-22	268,214.55	09-30	220,937.09
09-13	327,246.59	09-23	265,848.45		
09-16	1,271,996.33	09-26	256,669.88		

INTEREST INFORMATION

Annual percentage yield earned	0.08%
Interest-bearing days	30
Average balance for APY	\$222,693.99
Interest earned	\$14.64

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 2022**
- Investment Pool A Account, City of Sacramento **Dated September 2022**
- District Checking Account, River City Bank **Dated September 2022**
- District Repurchase Account, River City Bank **Dated September 2022**

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

American River Flood Control District
Statement of Operations
July 1, 2022 to October 31, 2022 (Four Months Ending of Fiscal 2023)
For Internal Use Only

	Year to Date July 1, 2022 to October 31, 2022	Budget	Percent of Budget
Revenues			
Benefit assessment	\$ -	\$ 1,429,793	0.00%
Consolidated capital assessment	-	980,000	0.00%
Interest	35,239	77,267	45.61%
O & M agreements	-	312,057	0.00%
Miscellaneous	-	-	Not budgeted
Total Revenues	35,239	2,799,117	1.26%
M & O Expenses			
Salaries and wages	273,543	804,858	33.99%
Payroll tax expense	20,328	64,389	31.57%
Pension expense	66,321	230,196	28.81%
Compensation insurance	5,662	40,243	14.07%
Medical/dental/vision	81,337	231,542	35.13%
Fuel/oil reimbursement	17,916	55,000	32.57%
Equipment rental	-	15,000	0.00%
Equipment repairs/parts	25,403	65,000	39.08%
Equipment purchases (< \$5,000)	-	15,000	0.00%
Shop supplies	314	27,500	1.14%
Levee maint. (supp. & material)	1,129	20,000	5.65%
Levee maint. chemicals	-	40,000	0.00%
Levee maint. services	11,685	80,000	14.61%
Rodent abatement (supplies & materials)	5,979	10,000	59.79%
Employee uniforms	4,581	6,000	76.35%
Staff training	154	5,000	3.08%
Regulation Compliance (OSHA)	7,287	25,000	29.15%
Miscellaneous	-	1,500	0.00%
Small tools & equipment	-	7,500	0.00%
Emergency preparedness program	8,400	25,000	33.60%
Engineering services	5,884	20,000	29.42%
Encroachment remediation	-	15,000	0.00%
Urban camp cleanup	9,841	30,000	32.80%
Total M & O Expenses	545,764	1,833,728	29.76%
Administration Expenses			
Board of trustees compensation	1,972	7,600	25.95%
Trustee expenses	117	2,400	4.88%
Trustee training	-	5,000	0.00%
Accounting services	700	15,000	4.67%
Legal services (general)	7,716	50,000	15.43%
Utilities	15,759	40,000	39.40%
Telephone	5,687	25,000	22.75%
Retiree benefits	57,237	148,109	38.65%
Office/shop/yard lease	2,485	7,491	33.17%
Office equipment/furniture	-	2,500	0.00%
Auto allowance	2,364	6,600	35.82%
Parking reimbursement	-	500	0.00%
General office expense	4,311	15,000	28.74%
Technology and software	2,511	10,000	25.11%
Dues and associations	15,905	25,000	63.62%
Property and liability insurance	16,688	42,000	39.73%
Public relations/information	-	30,000	0.00%
Miscellaneous	1,053	5,000	21.06%
Conference/Workshop/Seminar	-	2,500	0.00%
Election expenses	-	200,000	0.00%
Employee morale/wellness	421	2,000	21.05%
Investment fees	-	20,000	0.00%
Community services	-	1,500	0.00%
Bookkeeping services	2,115	14,000	15.11%
Property taxes	1,761	3,000	58.70%
Building maintenance	8,745	10,000	87.45%
County Dtech fees for DLMS	20,858	55,000	37.92%
Interest expense	29	-	Not budgeted
Total Administration Expenses	168,434	745,200	22.60%
Special Projects Expenses			
Engineering studies/survey studies	-	20,000	0.00%
Levee standards compliance	-	25,000	0.00%
Small capital projects	187,825	170,000	110.49%
Total Special Project Expenses	187,825	215,000	87.36%
Capital Outlay			
Equipment purchases (over \$5,000)	51,355	200,000	25.68%
Total Capital Outlay	51,355	200,000	
Capital Outlay: District Facilities			
District headquarters facilities	-	350,000	0.00%
	-	350,000	

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.

Cash Flow Report													
Maintenance and Operations Expens	Jul 22	Aug 22	Sep 22	Oct 22	Nov 22	Dec 22	Jan 23	Feb 23	0.00	0.00	0.00	0.00	TOTAL
500 - Salary/Wages	60,084.44	59,218.28	105,737.48	31,760.84	70,077.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	326,878.56
501 - Payroll Taxes	5,110.55	4,762.17	8,426.43	2,346.68	4,384.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,030.65
502 - Pension	15,995.97	17,356.29	15,036.31	17,370.32	11,391.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	77,149.92
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	16,058.52	15,852.52	15,802.52	18,076.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65,790.48
508 - Fuel/Oil	5,502.74	5,607.64	6,505.15	5,620.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,235.97
509 - Equipment Rental	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
510 - Equipment Purchase(< \$5000)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
511 - Equipment Repair/Parts	806.43	4,060.72	2,257.45	18,550.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,675.16
512 - Shop Supplies	501.78	174.46	168.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	844.60
514 - Levee Maint(Supplies&Materi	0.00	326.12	0.00	825.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,151.49
515 - Levee Maintenance Services	0.00	1,185.12	10,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,685.12
516 - Employee Uniforms	0.00	3,897.96	683.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,581.28
518 - Staff Training	0.00	0.00	0.00	153.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	153.66
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	1,483.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,483.13
523 - Levee Maint. (Chemicals)	778.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	778.66
525 - Emergency Preparedness Pr	0.00	0.00	0.00	8,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,400.00
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	5,979.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,979.25
533 - Urban Camp Cleanup	677.06	2,932.56	5,927.77	1,325.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,862.85
605 - Engineering Services	(5,147.50)	9,046.71	2,842.85	3,041.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,783.56
615 - Survey Services	0.00	285.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	285.69
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	101,851.78	130,685.49	173,887.64	107,471.75	85,853.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	599,750.03

Administrative Expenses	Jul 22	Aug 22	Sep 22	Oct 22	Nov 22	Dec 22	Jan 23	Feb 23	Jan-00	Jan-00	Jan-00	Jan-00	TOTAL
505 - Telephone	1,514.91	1,553.69	1,630.16	1,990.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,689.20
506 - Utility Charges	3,804.54	5,071.89	4,398.61	6,314.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,589.90
507 - Office/Shop Lease	0.00	1,848.24	624.24	624.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,096.72
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	825.00	275.00	550.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,750.00
520 - Retiree Benefits	11,592.25	11,597.01	11,597.01	11,597.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	46,383.28
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 Reimburs	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	591.06	1,008.25	854.14	1,815.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,269.06
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	4,750.66	675.52	998.35	644.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,068.93
600 - Board of Trustees Compensa	475.00	380.00	475.00	475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,805.00
601 - Trustee Expenses	0.00	117.45	0.00	53.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	171.33
602 - Accounting 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
603 - Legal Fees (General)	6,552.00	7,543.00	4,740.50	2,975.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,810.50
604 - Flood Litigation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
606 - Legislative Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
607 - Dues and Assoc. Expenes	0.00	0.00	6,528.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,528.00
608 - Insurance Premiums	15,069.93	0.00	1,600.80	5,661.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22,332.26
609 - Conference /Workshops/Sem	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
610 - Public Relations Information	585.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	585.07
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	215.26	353.50	318.75	191.03	143.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,221.54
617 - Investment Fees	0.00	0.00	4,498.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,498.00
618 - Property Tax	0.00	0.00	0.00	1,761.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,761.36
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	810.00	405.00	855.00	855.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,925.00
621 - County Assessment Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
622 - County DTech Fees for DLMS	0.00	9,134.83	0.00	11,723.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,857.85

AMERICAN RIVER FLOOD CONTROL DISTRICT
Cash Flow Report
July 2021 through June 2022

623 - Employee Morale/Wellness	0.00	0.00	4,498.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,498.00
Total Administrative	46,510.68	40,238.38	44,441.56	46,957.38	693.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	178,841.00

Special Projects Expenses	Jul 22	Aug 22	Sep 22	Oct 22	Nov 22	Dec 22	Jan 23	Feb 23	0.00	0.00	0.00	0.00	0.00	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	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	0.00
704 - Vegetation Management	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
705 - Small Capital Projects	2,059.64	143,039.49	22,164.60	22,620.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189,884.62
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	0.00
Total Special Projects	2,059.64	143,039.49	22,164.60	22,620.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189,884.62

Capital Outlay: Flood Control	Jul 22	Aug 22	Sep 22	Oct 22	Nov 22	Dec 22	Jan 23	Feb 23	0.00	0.00	0.00	0.00	0.00	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	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	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	0.00
709 - Equipment Purchase (> \$500)	(111,168.17)	0.00	51,354.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(59,813.35)
Total Capital Outlay: Flood Control	(111,168.17)	0.00	51,354.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(59,813.35)

Income	Jul 22	Aug 22	Sep 22	Oct 22	Nov 22	Dec 22	Jan 23	Feb 23	0.00	0.00	0.00	0.00	0.00	TOTAL
120 - Benefit Assessment	0.00	29,121.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	29,121.78
122 - SAFCA CAD4	0.00	0.00	980,000.00	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	418.24	285.69	456.17	871.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,031.51
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	0.00
126 - Miscellaneous Income	13,501.75	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13,651.75
Total Income	13,919.99	29,407.47	980,456.17	871.41	150.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,024,805.04

Fund Balance

District Operations Fund	Jul 22	Aug 22	Sep 22	Oct 22	Nov 22	Dec 22	Jan 23	Feb 23	0.00	0.00	0.00	0.00	0.00
Beginning Balance	132,508.93	(353,993.18)	(638,549.07)	101,413.30	(74,765.31)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Income	13,919.99	29,407.47	980,456.17	871.41	150.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expenses	500,422.10	313,963.36	240,493.80	177,050.02	86,546.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72,000.00
Ending Balance	(353,993.18)	(638,549.07)	101,413.30	(74,765.31)	(161,161.68)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(72,000.00)

Capital Outlay Reserve Fund

Beginning Balance	920,000.00	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	0.00
Income	350,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	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	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	0.00

Retiree Health Benefit Reserve Fund

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

Flood Emergency Response Reserve Fund

Beginning Balance	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	0.00	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	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	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	0.00

Emergency Repair Reserve Fund

Beginning Balance	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	0.00	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	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	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	0.00

Total Balance	7,468,020.82	7,183,464.93	7,923,427.30	7,747,248.69	7,660,852.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Invoices Paid				
		DATE	AMOUNT	CHECK #
Quickbooks (Employees)		10/14/22	\$141.50	EFT
HSA (Employee)		10/14/22	\$150.00	EFT
HSA (Miscellaneous Admin)		10/14/22	\$2.95	EFT
Carquest Auto Parts (511 - Equipment Repair/Parts)		10/18/22	\$74.97	9049
North Sacramento Land Company (507 - Office/Shop Lease)		10/18/22	\$624.24	9050
Occu-Med (504 - Medical/Dental/Vision)		10/18/22	\$387.25	9051
Office Depot (527 General Office Expense, 614 Miscellaneous)		10/18/22	\$675.87	9052
City of Sacramento (506 Utilities)		10/18/22	\$489.71	9053
Signs Now (511 Equipment Repair/Parts, 601 Trustee Expense)		10/18/22	\$225.15	9054
SMUD (506 Utilities)		10/18/22	\$806.94	9055
Sonitrol (506 Utilities)		10/18/22	\$220.00	9056
Verizon Wireless (505 Telephone)		10/18/22	\$379.80	9057
Waste Management (506 Utilities)		10/18/22	\$833.08	9058
Quickbooks (Trustees)		10/21/22	\$16.25	EFT
Quickbooks (Employees)		11/1/22	\$143.00	EFT
HSA (Employee)		11/1/22	\$150.00	EFT
		Total	\$5,320.71	

Trustee Compensation					
		DATE	GROSS	NET	CHK#
10/14/22 Board Meeting					
Holloway, Brian F		10/21/22	\$95.00	\$86.68	Direct Dep
Johns, Steven T		10/21/22	\$95.00	\$86.69	Direct Dep
L'Ecluse, Tamika AS		10/21/22	\$95.00	\$86.69	Direct Dep
Shah, Cyril A		10/21/22	\$95.00	\$86.69	Direct Dep
Vander Werf, Rae Ellen		10/21/22	\$95.00	\$86.69	Direct Dep
		Total	\$380.00	\$346.76	

Trustee Taxes				
		DATE	AMOUNT	CHK#
10/14/22 Board Meeting				
Federal Tax Payment		10/21/22	\$0.00	EFT
CA Withholding & SDI		10/21/22	\$5.22	EFT
CA UI & ETT		10/21/22	\$7.61	EFT
		Total	\$12.83	

Payroll Summary					
		DATE	GROSS	NET	CHK#
PP ending 10/15/22					
Rebecca Cantaberry		10/14/22	\$1,840.00	\$1,603.70	Direct Dep
Malane Chapman		10/14/22	\$3,488.00	\$2,190.77	Direct Dep
David Diaz		10/14/22	\$3,052.80	\$1,860.67	Direct Dep
Gilberto Gutierrez		10/14/22	\$2,868.00	\$1,790.77	Direct Dep
Lucas Kelley		10/14/22	\$2,404.80	\$1,611.39	Direct Dep
Tim Kerr		10/14/22	\$8,004.36	\$6,129.30	Direct Dep
Victor Palacios		10/14/22	\$2,332.00	\$1,879.62	Direct Dep
Erich Quiring		10/14/22	\$2,742.40	\$1,800.08	Direct Dep
Scott Webb		10/14/22	\$4,409.60	\$2,722.23	Direct Dep
		Total	\$66,180.72	\$46,219.24	
PP ending 10/31/22					
Rebecca Cantaberry		11/1/22	\$2,024.00	\$1,745.57	Direct Dep
Malane Chapman		11/1/22	\$3,836.80	\$2,413.23	Direct Dep
Elijah Gallaher		11/1/22	\$2,024.00	\$1,618.96	Direct Dep
David Diaz		11/1/22	\$3,358.08	\$2,045.25	Direct Dep
Gilberto Gutierrez		11/1/22	\$3,154.80	\$1,953.24	Direct Dep
Lucas Kelley		11/1/22	\$2,645.28	\$1,747.51	Direct Dep
Tim Kerr		11/1/22	\$8,004.36	\$6,371.81	Direct Dep
Victor Palacios		11/1/22	\$2,565.20	\$2,059.58	Direct Dep
Erich Quiring		11/1/22	\$3,016.64	\$1,953.33	Direct Dep
Scott Webb		11/1/22	\$4,409.60	\$2,722.23	Direct Dep
		Total	\$66,180.72	\$46,219.24	

Employee & Relief GM Taxes				
		DATE	AMOUNT	CHK#
PP ending 10/15/22				
Federal Tax Payment		10/14/22	\$7,687.98	EFT
CA Withholding & SDI		10/14/22	\$1,513.04	EFT
CA UI & ETT		10/14/22	\$26.75	EFT
		Total	\$9,227.77	
PP ending 10/31/22				
Federal Tax Payment		11/1/22	\$7,803.80	EFT
CA Withholding & SDI		11/1/22	\$1,678.04	EFT
CA UI & ETT		11/1/22	\$0.00	EFT
		Total	\$9,481.84	

Employee Pension				
		DATE	AMOUNT	CHK#
PP ending 10/15/22				
PERS Retirement Contribution (Unfunded Liability)		11/1/22	\$9,228.58	EFT
PERS Retirement Contribution		10/14/22	\$4,560.98	EFT
457 Deferred Comp (Employee Paid)		10/14/22	\$1,875.68	EFT
457 District Contribution		10/14/22	\$100.00	EFT
		Total	\$15,765.24	
PP ending 10/31/22				
PERS Retirement Contribution		11/1/22	\$4,812.28	EFT
457 Deferred Comp (Employee Paid)		11/1/22	\$1,918.70	EFT
457 District Contribution		11/1/22	\$100.00	EFT
		Total	\$6,831.00	

Total of Invoices Paid and Payroll			\$93,205.37	
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American River Flood Control District
Funding Agreement for the Flood Maintenance Assistance Program (FMAP)
Staff Report

Discussion:

The State of California Flood Maintenance Assistance Program provides funding to Local Maintaining Agencies to correct levee operations and maintenance deficiencies and comply with their individual federal Systemwide Improvement Frameworks (SWIF). The District participated in the State 2019-20 FMAP program and received \$218,000 for O&M activities. The District also participated in the 2020-21 FMAP program and received \$580,000 for O&M activities. The District plans to submit invoices for the FMAP 2021-22 program in early 2023.

This proposal is to participate in the 2022-23 FMAP program.

The materials for this item include:

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

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

Recommendation:

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

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

Agreement Number: 2023-FMAP-ARFCD-01

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

FOR OPERATIONS & MAINTENANCE ACTIVITIES

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

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

2023-FMAP-ARFCD-01

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the American River Flood Control District, a local flood maintaining agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient," which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Budget Act of 2022 to Funding Recipient to assist in financing operations and maintenance activities as set forth in Exhibit A (Project).
2. TERM OF FUNDING AGREEMENT. The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by State, through final plus three (3) years unless otherwise terminated or amended as provided in this Agreement. The work window covered by this Agreement begins January 1, 2023 and ends December 31, 2023. Invoices for this work shall be submitted no later than April 30, 2024.
3. FUNDING AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$352,600.
4. BASIC CONDITIONS. State shall have no obligation to disburse money under this Funding Agreement until Funding Recipient has satisfied the following conditions:
 - A. Funding Recipient provides sufficient record for operations and maintenance activities and actual expenditures, as stated in their submittal package.
 - B. Funding Recipient submits a new Operations, Maintenance, Repair, Rehabilitation, and Replacement (OMRR&R) Assurance Agreement executed with the Central Valley Flood Protection Board for the Funding Recipient's entire jurisdiction.
 - C. For the term of this Funding Agreement, Funding Recipient submits timely Quarterly Progress Reports as required by Paragraph 10, "Submission of Reports."
 - D. Funding Recipient submits all deliverables as specified in Paragraph 10 of this Funding Agreement and in Exhibit A.
 - E. Prior to the commencement of implementation activities, for work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Funding Agreement until the following actions are performed:
 - i. Funding Recipient submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State,
 - ii. Documents that satisfy the CEQA process are received by the State,
 - iii. State has completed its CEQA compliance review as a Responsible Agency, and
 - iv. Funding Recipient receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. Funding Recipient must also demonstrate that it has complied with all applicable requirements of the National

Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to implementation.

5. DISBURSEMENT OF FUNDS. State will disburse to Funding Recipient the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or State laws, rules, or regulations. Any and all money disbursed to Funding Recipient under this Funding Agreement shall be deposited in a separate account and shall be used solely to pay Eligible Costs.
6. ELIGIBLE COSTS. Funding Recipient shall apply State funds received only to eligible Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, permit fees, preparation of environmental documentation, environmental mitigations, monitoring, and maintenance activities. Only work performed after the execution of this Agreement shall be eligible for reimbursement.

Unless otherwise noted, costs that are not eligible for reimbursement with State funds cannot be counted as Funding Match. Costs that are not eligible for reimbursement include but are not limited to the following items:

- A. Costs, other than those noted above, incurred prior to the execution of this Agreement.
 - B. Purchase and maintenance of general use vehicles.
 - C. Replacement of existing funding sources for ongoing programs.
 - D. Travel and per diem costs.
 - E. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
 - F. Purchase of land or interests in land other than those authorized in Exhibit A.
 - G. Purchase or construction of new facilities.
 - H. Utility costs.
 - I. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Funding Recipient; non-project-specific accounting and personnel services performed within the Funding Recipient's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. This prohibition applies to the Funding Recipient and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
7. METHOD OF PAYMENT. Funds shall be disbursed to Funding Recipient after the disbursement requirements in Paragraph 4 "Basic Conditions" are met and in accordance with Exhibit B. Any funds provided in advance of actual expenditures shall be spent on Eligible Project Costs within six (6) months of disbursement from the State. Failure to provide adequate documentation on the use of any advanced funds shall constitute a material breach of this Agreement subject to the default provisions in Paragraph 9, "Default Provisions." Any funds not advanced in accordance with Exhibit B, the State will disburse to Funding Recipient, following receipt from Funding Recipient via electronic format invoice(s) for costs incurred and Quarterly Progress Reports as required by Paragraph 10, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Funding Agreement number.

Advance funds may be dispersed to Funding Recipient for eligible O&M activities as described in Exhibit B.

State will notify Funding Recipient, in a timely manner, whenever, upon review of an Invoice, State determines that any portion or portions of the costs claimed are not Eligible Costs or is not supported by

documentation or receipts acceptable to State. Funding Recipient may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Funding Recipient fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by Funding Recipient shall include the following information:

- A. Costs incurred for work performed during the funding period identified in the particular invoice.
- B. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as set forth in Exhibit B.
 - v. Funding Recipient or their representative shall submit invoices and quarterly reports in electronic format to the following project manager: Marisela Peña
at marisela.pena@water.ca.gov.

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

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

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

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

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

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

10. SUBMISSION OF REPORTS. The submittal and approval of all reports or invoices is a requirement for the successful completion of this Funding Agreement. Reports or invoices shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports or invoices shall be submitted to the State's Project Manager Via electronic mail provided. If requested, Funding Recipient shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports verifying progress is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Funding Completion Report is a requirement for the subsequent release of any funds to the Funding Recipient in any Fiscal Year.
- A. Quarterly Progress Reports: Funding Recipient shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be submitted to the State's Project Manager via electronic mail to the address provided. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, Funding Recipients activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period.
 - B. Closeout Report: Funding Recipient shall prepare and submit to State a Closeout Report. Funding Recipient shall submit a Closeout Report within ninety (90) calendar days of work completion. The report shall include, in part, a description of actual work done, any changes or amendments to the work plan, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during the Project.

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

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

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

Direct all inquiries to the Project Manager:

Department of Water Resources

Project Manager:

Name: Marisela Peña

Title: Water Resources Engineer

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

Phone: (916) 574-0328

Email: marisela.pena@water.ca.gov

American River Flood Control District

Project Manager:

Name: Ric Reinhardt

Title: Principal

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

Phone: (916) 456-4400

Email: reinhardt@mbkengineers.com

Either party may change its Project Representative or Project Manager upon written notice to the other party.

15. STANDARD PROVISIONS AND INTEGRATION. This Funding Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Funding Recipient Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – State Audit Document Requirements and Funding Match Guidelines for Funding Recipients

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

AMERICAN RIVER FLOOD CONTROL
DISTRICT

Jeremy Arrich, Division Manager
Division of Flood Management
Date_____

Tim Kerr, General Manager
American River Flood Control District
Date_____

Approved as to Legal Form and Sufficiency

Robin Brewer, Assistant General Counsel
Office of General Counsel
Date_____

Exhibit A WORK PLAN

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

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

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

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

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

Task 3: Administrative Activities

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

Such activities may include the following:

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

Other activities as needed if not listed.

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

Exhibit B
BUDGET

Provide a cost estimate for the tasks or purchases described in Exhibit A. Administrative costs should not exceed 5 percent of the total funding.

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

Tasks	State Funds	Amount Advanced	Task Total
Task 1 – LOI/SWIF	\$ 20,000.00	\$	\$ 20,000.00
Task 2 – Technical Reports	\$ 20,000.00	\$	\$ 20,000.00
Task 3 – Administration	\$	\$	\$
Task 4 – O&M Activities	\$	\$	\$
Task 5 - Equipment	\$	\$	\$
Total	\$ 352,600.00	\$	\$ 352,600.00

Exhibit C
SCHEDULE

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

Exhibit D**STANDARD CONDITIONS****D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

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

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

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

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

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

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

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

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

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

- ii. Funding Recipient's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
- i. Will receive a copy of Funding Recipient's drug-free policy statement, and
 - ii. Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.
- D.16. FUNDING RECIPIENT'S RESPONSIBILITIES: Funding Recipient and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
 - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for funding.
 - C. Comply with all applicable California, federal, and local laws and regulations.
 - D. Implement the Project in accordance with applicable provisions of the law.
 - E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
 - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Funding Recipient shall provide copies of permits and approvals to State.
 - G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Funding Recipient under this Agreement.
 - H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Funding Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Funding Recipient and any other entity concerning responsibility for performance of work.
- D.17. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.18. INDEMNIFICATION: Funding Recipient shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Funding Recipient shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

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

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

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

Exhibit E
RESOLUTION ACCEPTING FUNDS

Resolution No. _____

Resolved by the Board of Trustees

of the American River Flood Control District

that pursuant and subject to all applicable State and Federal laws, including the California Budget Act of 2022, that the funds awarded to American River Flood Control District by the California Department of Water Resources for a State-Federal Flood Control System Modification Program project titled: 2023-FMAP-ARFCD-01 are hereby accepted.

The President of the American River Flood Control District

is hereby authorized and directed to sign a Funding Agreement with the California Department of Water Resources and to sign requests for disbursements to be made under this Funding Agreement.

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

Authorized Signature _____

Printed Name Cyril Shah

Title President

Clerk/Secretary _____

Exhibit F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

1. PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information.

FUNDING AGREEMENT STATUS

Describe the work performed under this Funding Agreement and outlined in Exhibit A during the time period covered by the report including but not limited to:

PROJECT INFORMATION

- Legal matters
- Engineering Evaluations
- Environmental matters
- Status of permits, easements, rights-of-way, rights of entry and approvals as may be required by other State, federal, and/or local agencies
- Major accomplishments during the quarter (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc.)
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter
- Describe differences between the work performed and the work outlined in the Overall Work Plan, including change orders
- Demonstrate financial ability to pay local cost share of Eligible Project Costs required to complete the Project
- Estimate the percentage completion of the overall project
- Identify key issues that need to be resolved
- Photos documenting progress

COST INFORMATION

- Provide a list showing all project costs incurred during the time period covered by the report by the Funding Recipient and each contractor working on the project and which of these costs are Eligible Project Costs
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Overall Work Plan
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan
- A discussion of whether there have been any changes to the Funding Recipient's finance plan for payment of the Funding Recipient's share of Eligible Project Costs

SCHEDULE INFORMATION

- A schedule showing actual progress verses planned progress
- A discussion on how the actual schedule is progressing in comparison to the original or last reported schedule

- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule

2. PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Funding Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the funding agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Funding Recipient for meeting its cost sharing obligations under this Funding Agreement.
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
 - Evaluation cost information, shown by material, equipment, labor costs, and any change orders
 - Any other incurred cost detail
 - A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

Exhibit G**STATE AUDIT DOCUMENT REQUIREMENTS AND
FUNDING MATCH GUIDELINES FOR FUNDING RECIPIENTS**

The following provides a list of documents typically required by State Auditors and general guidelines for Funding Recipients. List of documents pertains to both State funding and Funding Recipient's Funding Match and details the documents/records that State Auditors would need to review in the event of this Funding Agreement is audited.

State Audit Document RequirementsInternal Controls

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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

ATTACHMENT B

Local Maintaining Agency Authorizing Resolution Resolution No. _____

A Resolution by the Board of Directors
of the American River Flood Control District
Authorizing a Proposal for funding from the Department of Water Resources and Designating a
Representative to Execute the Agreement and any Amendments thereto, for the
2023-FMAP-ARFCD-01 Project

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

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

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

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

1. That pursuant and subject to all of the terms and conditions of the Budget Act of 2022, the
Board of Directors authorize the
_____, or designee, to execute the funding agreement
with the Department of Water Resources and any amendments thereto.
2. That the _____, or designee, shall prepare the necessary data,
make investigations, and take other such actions as necessary and appropriate to obtain funding
for the 2023-FMAP-ARFCD-01 Project.

CERTIFICATION

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

AYES:
NOES:
ABSTAIN:
ABSENT:

Attest: _____
Cyril Shah, President

Tim Kerr, General Manager
American River Flood Control District

ATTACHMENT C

Attorney Certification

(The Applicant's attorney shall answer the following questions regarding this proposal and where indicated, shall cite statutory authority or other references.)

- Is the Applicant a political subdivision of the State of California? Yes No

Citation: California Water Code Appendix Sections 37-1

- Does the Applicant have legal authority to enter into a Funding Agreement with the State of California? Yes No

Citation: California Water Code Appendix Sections 37-2, 37-30

- What steps are required by law for the Applicant to sign a Funding Agreement with the State?

Authorization by the District's Board of Trustees

Citation: California Water Code Appendix Sections 37-2

- What is the statutory authority under which the Applicant may obtain funds for the purpose, amount, and duration requested?

Citation: California Water Code Appendix Sections 37-2, 27-22, 37-30

- What is the statutory authority under which the Applicant was formed and is authorized to operate?

Citation: American River Flood Control District Act, Water Code Appendix Chapter 37

- Is the Applicant required to hold an election before entering into a funding contract with the State? Yes No

Citation: California Water Code Appendix Sections 37-2, 37-22, 37-30

- Will an agreement between the Applicant and the State be subject to review and approval by other governmental agencies? Yes No

Identify all such agencies:

N/A

Citation: California Water Code Appendix Sections 37-2, 37-30

- Describe any pending litigation that impacts the financial condition of the Applicant or the operation of flood management facilities. If none is pending, so state.
None pending.

- Does the Applicant have legal authority and jurisdiction to implement a flood control program? Yes No

Citation: California Water Code Appendix Sections 37-2, 37-22, 37-30

I certify that I am a duly qualified and licensed attorney in California representing the Applicant Agency and that I have answered the questions on this page and the preceding page to the best of my knowledge.

By _____ Date _____
(Signature of Applicant Agency's Attorney)

Rebecca Smith, Attorney, Downey Brand

(Printed Name of Applicant Agency's Attorney and Title)

(Bar No.)

American River Flood Control District

(Name of Applicant Agency)

General Manager's Meeting Summary

October 2022

10/4: DWR Pre-season Flood Coordination meeting. Superintendent Webb and I attended this meeting to hear presentations from DWR, OES, and the National Weather Service regarding this winter season's weather predictions and regional readiness.

10/5: Annual Flood Fight Training. District staff and staff from other local Reclamation Districts participated in training provided by the Department of Water Resources.

10/10: Steelhead Creek Annual Clean-up. Team members from ARFCD, the Regional Water Quality Control Board, City of Sacramento Parks, and Reclamation District 1000 conducted this year's annual Steelhead Creek clean-up effort. The clean-up began on October 10th and continued through October 13th.

10/14: American River Flood Control District Board of Trustees meeting. The Board met in regular session. The agenda item consisted of a status update on the sale of the Lathrop Way parcel and was followed-up immediately thereafter with the bi-annual Ethics Training.

10/15: City of Sacramento – Highwater Jamboree. Trustees Vander Werf and L'Ecluse and I attended the City's Highwater Jamboree at Garcia Bend Park. The event had numerous booths staffed by City and local government personnel to discuss storm readiness and response.

10/19: Central Valley Flood Control Association Flood Forum. Office Manager Chapman, Superintendent Webb, Field Supervisor Diaz and I attended the flood forum to hear presentations and panel discussions on the topic of "Engineering with Nature".

10/24: CVFPB Permitting and Inspection Final Inspection. Superintendent Webb and I met with staff from the Central Valley Flood Protection Board Permitting and Inspection Section and District consultant Pro Mitra to tour the completed Arcade Creek construction site.