

#### **RECLAMATION DISTRICT 900**

Post Office Box 673 West Sacramento, CA 95691 PH: (916) 371-1483 • email: admin@rd900.org

### NOTICE OF SPECIAL MEETING AND AGENDA RECLAMATION DISTRICT NO. 900

To be held at City Hall, Council Chambers, 1110 West Capitol Avenue, West Sacramento

I, Timothy, Secretary/ General Manager, declare under penalty of perjury that the foregoing agenda for the special meeting to be held at 4:30 p.m. January 15, 2020 of the Board of Trustees of Reclamation District No. 900 was posted January 10, 2020 in the office of the City Clerk, 1110 West Capitol Ave, West Sacramento, CA as well as the office of Reclamation District No. 900, 1420 Merkley Ave Suite #4, West Sacramento, CA, and was available for public review. Pursuant to the Ralph M. Brown Act, comments from the public will be entertained on each agenda item. The agenda for that meeting is as follows:

Timothy Mallen, Secretary/ General Manager

#### **AGENDA**

- 1. Agenda Approval
- 2. Minutes Approval for November 14, 2019
- 3. District Finances
  - a. General Fund Claims November and December 2019
  - b. Wire Transfer Dated December 30, 2019 for \$100,000
  - c. November and December 2019 First Northern Bank Statements
- 4. Public Comment
- 5. Appointment of Board Members to represent RD 900 on the WSAFCA Board as primary and alternate members.
- 6. Establish new Regular Board Meeting Schedule (proposed schedule attached)
- Consideration of Resolution 2020-01-01, Funding agreement between the State of California and Reclamation District 900 for O&M as part of the Flood Maintenance Assistance Program (FMAP) 2020.
- 8. Levee Patrol Road Rehabilitation Project Update
- Blacker Canal update
- 10. Update on USACE conversations regarding Navigation Levee and Jurisdiction over Main Canal.
- 11. Update on conversations regarding RD 900 taking over responsibilities for MA 4
- 12. WSAFCA Projects Update
- 13. Discussion of District owned property at 889 Drever in West Sacramento
- 12. Adjourn



#### **RECLAMATION DISTRICT 900**

Post Office Box 673 West Sacramento, CA 95691 PH: (916) 371-1483 • email: wsrd@pacbell.net

> November 14, 2019 West Sacramento 10:30 A.M.

MINUTES OF THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT NO. 900

The members of the Board of Trustees of Reclamation District No. 900 convened at the above time and place.

President Dan Ramos called the meeting to order. Also in attendance were Bryan Turner, Trustees Joe DeAnda, Phil Hinkel and Chris Palamidessi, Secretary/Manager Tim Mallen and Attorney Jim Day.

- 1. Agenda Approval. President Ramos stated that he would like to note this will be the last meeting of elected land based voters Board then asked for a motion to approve the agenda, Trustee Turner made the motion. Trustee Hinkel seconded the motion and it carried 5-0.
- 2. Approval of the minutes of the October 10, 2019 regular Meeting and October 16, 2019 Special Meeting. President Ramos asked for a motion to accept the minutes as they were presented. Trustee Turner made the motion to accept the minutes of both meetings without edits, it was seconded by Trustee DeAnda and Trustee Ramos abstained as he was not in attendance of the October 10, 2019 meeting. The motion carried 4-0.
- 3. District Finances. The General fund claims and Bank Reconciliations were presented for approval, Manager Mallen explained this is because the County has only recently issued the closeout reports for the last fiscal year allowing successive months to be rectified and presented. President Ramos asked that these along with the one wire transfer for \$150,000 dated November 6, 2019 be approved. Trustee Hinkel made the motion to accept all financial statements as presented, Trustee Palamidessi seconded and the motion carried 5-0.
- 4. Public Comment. One member of the public was present, Meredith Beswick commented that she was excited to be a part of these historic times as the District goes through changes.
- 5. Consideration of Approval of Hunting Lease Renewal within the RD 900 & RD 1000 Mitigation Property known as the "Sacramento Urban Mitigation Area or Amen's Pond" in the Lower Elkhorn Area in Yolo County with Ross E. Peabody. President Ramos explained that this is the third amendment of the lease as the previous one had run out. He also explained that Mr. Peabody has assumed all responsibility for the maintenance required for access to the site and following the failure of the pump at the mitigation site has continued watering it through diversions

from his own pump on the adjacent parcel. Attorney Day stated he took no exception to the agreement as written. President Ramos asked for a motion for approval. Trustee Turner made the motion to approve the Lease as presented, Trustee Hinkel seconded and the motion carried 5-0.

- 6. <u>Levee Patrol Road Rehabilitation</u>. Manager Mallen explained the scope of the project and that a contractor had been selected and had already provided their submittals with work anticipated soon.
- 7. LAFCo Update. President Ramos explained that the previous day had been the formal protest hearing which failed, today is the regular meeting at which LAFCo would take action and tomorrow would be the final filling with the action being effective immediately.
- 8. Manager's Report. Manager Mallen reported that he had begun working with the City on making a case with the USACE that the Main Canal was not jurisdictional, he explained that if unsuccessful this could prove problematic for both entities in the future. Mallen also reported that FEMA had reached out to begin the process of funding the Blacker Canal restoration project, this had been denied multiple times in the past and we were unaware they still were even considering it. Construction is scheduled for next year and this could work out well for the timing. Mallen reported that the previously approved pipe crossing on Armfield had already been installed. It was also stated that FMAP funds had been used to purchase a chipper that was already being put to extensive use clearing undergrowth and small trees from the levees, further improving patrol ability.
- 9. WSAFCA Projects Update. Manager Mallen reported that the design process has begun at the USACE critical repair site along the bypass, with BCI currently collecting boring samples. Mallen also reported that the offset area restoration project is ongoing with irrigation installed and planting ongoing. Trustee Turner reported that WSAFCA was currently going through the process of refunding a series of bonds that would result in a large cost savings for the Agency.
- 10. Informational Items. There were no further items discussed.
- 11. Adjourn to the Pheasant Club for lunch. There being nothing further, President Ramos asked for a motion to adjourn. Trustee Turner moved and Trustee Hinkel seconded the motion. The meeting then adjourned to the Pheasant Club for lunch.

Timothy Mallen, PE

General Manager/Secretary

#### An Update on the Financial Audit

We have completed the planning phase of the RD 900 audit, as well as testing of key internal controls. The operation of financial controls appears sound, such that we have taken a controls -reliance approach in the audit.

We have completed substantive testing in a number of areas (fixed assets, prepaid expenses, and accounts payable) and made certain adjustments.

Not all audit adjustments from the prior year (2018) were made in the District's books and records, and we are currently reconciling those accounts. We are also in process reconciling cash and investments at June 30 and will be proposing audit adjustments in that area as well.

We have obtained the actuary's evaluation of GASB 75 OPEB liabilities and have recorded those adjustments. The Total and Net OPEB liability to be recorded in the June 30, 2019 books is \$378,285.

We look forward to finalizing the numbers by January 31, 2020 and filing the requisite financial transactions report with the State Controllers Office, as well as presenting the draft audit of the financial statements in the next board meeting.

Mary Ann Cropper



#### FIRST NORTHERN BANK

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#### Statement Ending 11/29/2019

RECLAMATION DISTRICT 900

Page 1 of 12

Customer Number: XXXXXX7615





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Account Type

Account Number

**Ending Balance** 

CLASSIC FREE BUSINESS - PUBLIC

XXXXXX7615

\$158,306.94

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Tim Mallen, Secretary



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#### PLEASE REPORT ANY ERRORS OR OMISSIONS PROMPTLY. OTHERWISE YOUR FAILURE TO DO SO MAY AFFECT YOUR ABILITY TO RECOVER ANY LOSSES.

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#### IMPORTANT INFORMATION ABOUT YOUR RESERVE ACCOUNT

The Interest Finance Charge for your Reserve Account was calculated by applying the daily periodic rate to the product of the number of days in the taking cycle and the average daily balance, we took the beginning balance of the account each day, added any new advances and subtracted any payments or crodits and any one payment of the product of the daily balance charges and take charges. This gave us the daily balance, the taking cycle and divided the lotal by the number of days in the taking cycle and divided the lotal by the number of days in the taking cycle.

#### IMPORTANT INFORMATION ABOUT YOUR HOME COUITY OR PERSONAL LINE OF CREDIT ACCOUNT

The finance charge stigan on the front of this statement was calculated by applying the interest rate in effect for that day to the dial; malance of your account Toiget the daily balance, we took the beginning balance of your account each day, added any new advances and subtracted any portion of payments or credits, and any impact finance charges or late tharges. This gave us the daily balance. Your daily interest rate may change each bitting cycle.

#### DORMANT ACCOUNTS

Checking and Savings accounts that have had no activity for tirenty-four (24) months, unless the depositor has been contacted, will be classified as Dormant Accounts. By law, these accounts will be transferred to the State of California. Controller's Office after three (3) years of inactivity if thay are not reactivated or claimed by the depositor. To reclaim funds bransferred to the State of epositors or the times must request the funds from and present proof of ownership to. State of California, Controller's Office, Division of Unclaimed Property, P.O. Box 942850. Sacramento, CA 94260, 5872.

#### CALIFORNIA CONSUMER CREDIT REPORTING

As required by law, you are hereb, in bifield that a negative credit report reliebting on your credit may be submitted to a credit reporting agency of you tak to fulfill the terms of your obligation (s) with the Bank. This may occur if in the Bank's judgment, you misuse your account, whether or not the Bank incurs a hiss in connection with your account. This report may have already occurred.

The following notices apply if your account is maintained primarily for personal, family or household purposes

#### IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR RESERVE ACCOUNT, HOME EQUITY, OR PERSONAL LINE OF CREDIT

What To Do If You Think You Find A Mistake On Your Statement: If you blink there is an error on your statement, write to us at if its Morthern Bank, PO Box 547. Direct CA 95620, You blog absolute us at www.thatsmybank.com

In your letter, give us the following information

- Account information. Your name and account number
- Account information, Your name and account infiniter
   Dollar amount. The distar amount of the suspecied error
- Description of problem if you think there is an error on your bill describe what you helieve is wrong and why you believe it is a mustake

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing or electronically. You may call us built you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error the low wing are true.

- We cannot by to extect the amount in question, or report you as delinquent on that amount
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But if we determine that we made if millable is will not have to pay the amount in question or any interest or other level related on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit from

#### IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR ELECTRONIC TRANSFERS

Telephone your Franchical or at 1877;362,6000 or write as at P.O. Esp. 547. Discription of A 95620,0547, as soon as you can disposit both your solder and in which the profession of the appeal of the statement. We must hear from your higher than sixty 600 days after we sent you the FIRST statement on which the profession of the appeal of the statement please the prepared to

- Tell us your name and account number
- Describe the error or the bansfer you are unsure about, and explain as obtain a color why, you believe it is an error or why you now a more unformation.
- Tell us the dollar amount of the suspected error

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We will fell you the results of our swestigetion within ten (10) days about we head from you and will correct any actor prompts. If we need more tune however, wir may take up to ton, tive (40) days to investigate your complaint or question. If we decide to dulture, we will credit your account within ten (10) business days for the empority out think is in error, so that you will have the use of the money during the time that if takes us to complaint our investigation. If we ask which put your complaint or question in writing and we do not receive if within ten (10) business days, we may not recredit your account. If the transfer under investigation resulted from a transfer intended thom factories (4), called an days to receive 90, called from a transfer in the transfer intended them.

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Member FDIO

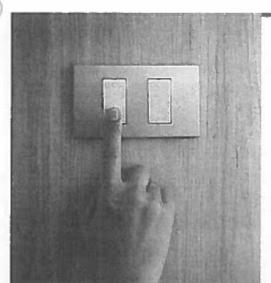




Statement Ending 11/29/2019 RECLAMATION DISTRICT 900

Customer Number: XXXXXXX7615





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#### CLASSIC FREE BUSINESS - PUBLIC-XXXXXX7615

**Account Summary** 

Date Description Amount 11/01/2019 **Beginning Balance** \$104,357.87 2 Credit(s) This Period \$165,000.00 70 Debit(s) This Period \$111,050.93 11/29/2019 **Ending Balance** \$158,306.94

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**Account Activity** 

Post Date	Description	Debits	Credits	Balance
11/01/2019	Beginning Balance			\$104,357.87
11/01/2019	CHECK # 21987	\$271,71		\$104,086,16
11/01/2019	CHECK # 21993	\$1,550.88		\$102,535.28
11/01/2019	CHECK # 21994	\$1,359.96		\$101,175.32
11/01/2019	CHECK # 21995	\$3,706.38		\$97,468.94
11/01/2019	CHECK # 21997	\$1,858.19		\$95,610.75
11/01/2019	CHECK # 21998	\$1,761.42		\$93,849.33
11/01/2019	CHECK # 21999	\$2,262.99		\$91,586.34
11/04/2019	CHECK # 22014	\$103.86		\$91,482.48
11/05/2019	EMPLOYMENT DEVEL EDD EFTPMT 1507501760	\$2,805.42		\$88,677.06
11/05/2019	CHECK # 22004	\$1,250.00		\$87,427.06
11/05/2019	CHECK # 22010	\$444.76		\$86,982.30
11/05/2019	CHECK # 22012	\$181.51		\$86,800.79
11/05/2019	CHECK # 22013	\$250.00		\$86,550.79
11/06/2019	EMPLOYMENT DEVEL EDD EFTPMT 999769792	\$93.32		\$86,457.47
11/06/2019	EMPLOYMENT DEVEL EDD EFTPMT 183264960	\$1,289.29		\$85,168.18
11/06/2019	IRS USATAXPYMT 270971071505424	\$6,509.14		\$78,659.04
11/06/2019	IRS USATAXPYMT 270971005762515	\$11,057.95		\$67,601.09
11/06/2019	CHECK # 22002	\$213.66		\$67,387.43
11/06/2019	CHECK # 22006	\$42,00		\$67,345.43
11/06/2019	CHECK # 22007	\$27.05		\$67,318.38
11/06/2019	CHECK # 22008	\$400.65		\$66,917.73
11/07/2019	CHECK # 22001	\$31.28		\$66,886.45
11/07/2019	CHECK # 22009	\$226.45		\$66,660.00
11/08/2019	CHECK # 22000	\$2,507.85		\$64,152.15
11/08/2019	CHECK # 22005	\$3,215.65		\$60,936.50

#### CLASSIC FREE BUSINESS - PUBLIC-XXXXXX7615 (continued)

Account A	ctivity (continued)			
Post Date	Description	Debits	Credits	Balance
11/08/2019	CHECK # 22015	\$11,854.45		\$49,082.05
11/12/2019	XX9937 CHK PURCHASE 11/07 23:46 OFFICE DEPOT 11	\$310.33		\$48,771.72
	800-463-3768 CA 77193040 775897			
11/12/2019	CHECK # 21959	\$90.00		\$48,681.72
11/12/2019	CHECK # 22011	\$167.00		\$48,514.72
11/14/2019	YOLO COUNTY AP PAYMENT XXXXX5156	<b>4</b> 1 - 1 1	\$90,000.00	\$138,514.72
11/14/2019	CHECK # 22021	\$91.35	400,000.00	\$138,423.37
11/14/2019	XX9937 CHK PURCHASE 11/13 01:58 YCFB EDUCATION	\$100.00		\$138,323.37
	C 5306626316 CA 73307541 713825	4,,,,,,,		4.00,020,01
11/15/2019	CHECK # 22018	\$91,35		\$138,232.02
11/15/2019	CHECK # 22019	\$91.35		\$138,140.67
11/15/2019	CHECK # 22026	\$1,554.36		\$136,586.31
11/18/2019	XX9937 DDA RECURR 11/14 23:54 QUICK QUACK - 06	\$40.99		\$136,545.32
	WEST SACRAMEN CA 05444179 103809	*		4 / 4 4 / 4 / 4 / 4 / 4 / 4 / 4 / 4 / 4
11/18/2019	CHECK # 22023	\$1,399.28		\$135,146.04
11/18/2019	CHECK # 22024	\$1,272.64		\$133,873.40
11/18/2019	CHECK # 22025	\$3,460.81		\$130,412.59
11/18/2019	CHECK # 22027	\$1,732,92		\$128,679.67
11/18/2019	CHECK # 22028	\$1,641.45		\$127,038.22
11/18/2019	CHECK # 22029	\$2,116.38		\$124,921.84
11/19/2019	CHECK # 22022	\$91.35		\$124,830.49
11/20/2019	EMPLOYMENT DEVEL EDD EFTPMT 1097750208	\$823.00		\$124,007.49
11/20/2019	IRS USATAXPYMT 270972451735259	\$4.618.41		\$119,389.08
11/21/2019	CHECK # 22017	\$410.23		\$118,978.85
11/21/2019	CHECK # 22043	\$245.57		\$118,733.28
11/21/2019	CHECK # 22003	\$224.34		\$118,508.94
11/25/2019	CHECK # 22035	\$696.00		\$117,812.94
11/26/2019	XX9937 CHK PURCHASE 11/25 20:49 OFFICE DEPOT #10	\$6.66		\$117.806.28
	800-463-3768 TX 78157141 020937	*****		<b>4.11,000.20</b>
11/26/2019	CHECK # 22030	\$159.00		\$117,647.28
11/26/2019	CHECK # 22033	\$138.37		\$117,508.91
11/26/2019	CHECK # 22034	\$400.53		\$117,108.38
11/26/2019	CHECK # 22038	\$215.56		\$116,892.82
11/26/2019	CHECK # 22040	\$555.50		\$116,337.32
11/26/2019	CHECK # 22044	\$44.98		\$116,292.34
11/27/2019	YOLO COUNTY AP PAYMENT XXXXX5156	* * * * * * * * * * * * * * * * * * * *	\$75,000.00	\$191,292.34
11/27/2019	XX9937 CHK PURCHASE 11/26 09:38 OFFICE DEPOT 11	\$12.99	,	\$191,279.35
	800-463-3768 CA 18001349 643122	*		4.0.1,11.0.00
11/27/2019	XX9937 CHK PURCHASE 11/26 09:44 OFFICE DEPOT 11	\$102.71		\$191,176.64
	800-463-3768 CA 18001265 061104	•		4.0.,
11/27/2019	CHECK # 22031	\$432.07		\$190,744.57
11/27/2019	CHECK # 22041	\$183.31		\$190,561.26
11/29/2019	EMPLOYMENT DEVEL EDD EFTPMT 721401536	\$871.53		\$189,689.73
11/29/2019	IRS USATAXPYMT 270973333661749	\$4,693.43		\$184,996.30
11/29/2019	CHECK # 22032	\$2,146.56		\$182,849.74
11/29/2019	CHECK # 22037	\$11,245.66		\$171,604.08
11/29/2019	CHECK # 22045	\$1,404.16		\$170,199.92
11/29/2019	CHECK # 22046	\$981.22		\$169,218.70
11/29/2019	CHECK # 22047	\$3,464.77		\$165,753.93
11/29/2019	CHECK # 22048	\$1,554.34		\$164,199.59
11/29/2019	CHECK # 22049	\$1,732.92		\$162,466.67
11/29/2019	CHECK # 22050	\$1,641,45		\$160,825.22
11/29/2019	CHECK # 22051	\$2,518.28		\$158,306.94
11/29/2019	Ending Balance	,- /		\$158,306.94
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#### **Checks Cleared**

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	21987*	11/01/2019	\$271.71	22000	11/08/2019	\$2,507.85	22007	11/06/2019	\$27.05
	21993*	11/01/2019	\$1,550.88	22001	11/07/2019	\$31.28	22008	11/06/2019	\$400.65
	21994	11/01/2019	\$1,359.96	22002	11/06/2019	\$213.66	22009	11/07/2019	\$226.45
).	21995	11/01/2019	\$3,706.38	22003	11/21/2019	\$224.34	22010	11/05/2019	\$444.76
	21997*	11/01/2019	\$1,858.19	22004	11/05/2019	\$1,250.00	22011	11/12/2019	\$167.00
	21998	11/01/2019	\$1,761.42	22005	11/08/2019	\$3,215,65	22012	11/05/2019	\$181.51





RETURN SERVICE REQUESTED

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**RECLAMATION DISTRICT 900** PO BOX 673 W SACRAMENTO CA 95691-0673

#### Statement Ending 12/31/2019

RECLAMATION DISTRICT 900

Customer Number: XXXXXX7615

#### Managing Your Accounts

Branch Name

West Sacramento Financial

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Website

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Mailing Address

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West Sacramento, CA 9589



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**Account Type** 

**Account Number** 

**Ending Balance** 

CLASSIC FREE BUSINESS - PUBLIC

XXXXXXX7615

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AUTHORIZED BY THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT #900

Tim Mallen, Secretary



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#### DORMANT ACCOUNTS

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#### CALIFORNIA CONSUMER CREDIT REPORTING

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#### FIRST NORTHERN BANK

P.O. Box 547, Dixon CA 95620



#### Statement Ending 12/31/2019

RECLAMATION DISTRICT 900
Customer Number: XXXXXX7615

Page 3 of 8

## Find a convenient First Northern Bank ATM near you!

· Auburn

Fairfield

Winters

· Davis

· Rancho Cordova

Woodland

Dixon

· West Sacramento · Vacaville

And as a member of the MoneyPass ATM network, you have access to thousands of ATM locations, nationwide.



#### **CLASSIC FREE BUSINESS - PUBLIC-XXXXXX7615**

**Account Summary** 

Date 11/30/2019

Description

Beginning Balance

O Credition This Design

0 Credit(s) This Period

42 Debit(s) This Period

12/31/2019 Ending Balance

Amount

\$158,306.94 \$0,00

\$37.310.47

\$120,996.47

Celebrate the holidays with our Visa® Bonus Rewards card! Earn a \$25 reward after your first purchase plus rewards for every eligible net purchase. Credit card subject to credit approval. Exclusions apply. Apply at thatsmybank.com or visit your local branch

Account Activity

ACCOUNT A	civity			
Post Date	Description	Debits	Credits	Balance
11/30/2019	Beginning Balance		Ordana	\$158,306.94
12/02/2019	IRS USATAXPYMT 270973681550481	S252 72		\$158,054,22
12/02/2019	CHECK # 22039	\$95.58		\$157,958.64
12/04/2019	XX9937 CHK PURCHASE 12/03 23:40 DLX FOR	\$841 23		\$157,117,41
	SMALLBUS 800-865-1913 MN 75969764 497178	4477.20		3137,117,41
12/04/2019	CHECK # 22036	\$2,454.35		\$154,663 06
12/06/2019	CHECK # 22042	\$2,685 18		\$151,977.88
12/06/2019	CHECK # 22087	\$1,250.00		\$150,727.88
12/06/2019	CHECK # 22092	\$25.71		\$150,727,08
12/06/2019	CHECK # 22094	\$841.81		\$149,860.36
12/09/2019	CHECK # 22090	\$552.75		\$149,307,61
12/09/2019	CHECK # 22096	\$197.76		\$149 109 85
12/09/2019	CHECK # 22098	\$127.85		\$148,982.00
12/10/2019	CHECK # 22083	\$31.28		\$148,950.72
12/10/2019	CHECK # 22088	\$500.00		\$148,450.72
12/10/2019	CHECK # 22093	\$32.52		\$148,418.20
12/10/2019	CHECK # 22095	\$132.00		\$148,286,20
12/11/2019	CHECK # 22089	\$2,278.95		\$146,007.25
12/11/2019	CHECK # 22091	\$245.60		\$145,761.65
12/13/2019	CHECK # 22106	\$383.59		\$145,378.06
12/13/2019	CHECK # 22020	\$91.35		\$145 286 71
12/13/2019	CHECK # 22084	\$197.20		\$145,089.51
12/13/2019	CHECK # 22102	\$1,423.28		\$143,666,23
12/16/2019	XX9937 DDA RECURR 12/15 05 16 QUICK QUACK - 06	\$40.99		\$143,625,24
	WEST SACRAMEN CA 05444132 463309			7 1 10 0 C 2 7
12/16/2019	CHECK # 22085	\$117,76		\$143,507,48
		1,1,7		41.10 OUT 10



#### CLASSIC FREE BUSINESS - PUBLIC-XXXXXX7615 (continued)

Account Ac	tivity (continued)			
st Date	Description	Debits	Credits	Balance
. 2/16/2019	CHECK # 22099	\$1,396.17		\$142,111.31
12/16/2019	CHECK # 22100	\$981.22		\$141,130.09
12/16/2019	CHECK # 22103	\$1,725,11		\$139,404.98
12/16/2019	CHECK # 22104	\$1,504.77		\$137,900.21
12/16/2019	CHECK # 22105	\$2,336.78		\$135,563.43
12/17/2019	CHECK # 22101	\$3,212.06		\$132,351.37
12/17/2019	CHECK # 22107	\$438.82		\$131,912.55
12/18/2019	CHECK # 22086	\$199.36		\$131,713.19
12/19/2019	IRS USATAXPYMT 270975321195796	\$252.72		\$131,460 47
12/19/2019	EMPLOYMENT DEVEL EDD EFTPMT 1537134272	\$429.19		\$131,031.28
12/19/2019	EMPLOYMENT DEVEL EDD EFTPMT 2080526016	\$429.19		\$130,602.09
12/20/2019	XX9937 CHK PURCHASE 12/19 02:29 RDO VER SAC 0305	\$143.31		\$130,458.78
	SACRAMENTO CA 00504285 296323			
12/20/2019	XX9937 CHK PURCHASE 12/19 02:14 RDO VER SAC 0305	\$238.21		\$130,220,57
400000040	SACRAMENTO CA 00504350 627058			
12/20/2019	CHECK # 22108	\$281,44		\$129,939,13
12/30/2019	XX9937 CHK PURCHASE 12/27 05 26 USPS PO BOXES	\$154.00		\$129,785.13
42/24/0040	ON 800-275-8777 DC 68749980 526773			
12/31/2019	EMPLOYMENT DEVEL EDD EFTPMT 2077499072	\$756.28		\$129,028.85
12/31/2019	EMPLOYMENT DEVEL EDD EFTPMT 1498947264	\$1,038.91		\$127,989.94
12/31/2019	IRS USATAXPYMT 270976545103511	\$5,309.26		\$122,680.68
12/31/2019	CHECK # 22139	\$1,684.21		\$120,996.47
12/31/2019	Ending Balance			\$120,996.47

#### **Checks Cleared**

Che	eck Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
	22020	12/13/2019	\$91.35	22089	12/11/2019	\$2,278.95	22100	12/16/2019	\$981.22
	22036*	12/04/2019	\$2,454.35	22090	12/09/2019	\$552.75	22101	12/17/2019	\$3,212.06
	22039*	12/02/2019	\$95.58	22091	12/11/2019	\$245.60	22102	12/13/2019	\$1,423.28
	22042*	12/06/2019	\$2,685.18	22092	12/06/2019	\$25.71	22103	12/16/2019	\$1,725.11
	22083*	12/10/2019	\$31.28	22093	12/10/2019	\$32.52	22104	12/16/2019	\$1,504.77
	22084	12/13/2019	\$197.20	22094	12/06/2019	\$841.81	22105	12/16/2019	\$2,336,78
	22085	12/16/2019	\$117.76	22095	12/10/2019	\$132.00	22106	12/13/2019	\$383.59
	22086	12/18/2019	\$199.36	22096	12/09/2019	\$197.76	22107	12/17/2019	\$438.82
	22087	12/06/2019	\$1,250 00	22098*	12/09/2019	\$127.85	22108	12/20/2019	\$281.44
	22088	12/10/2019	\$500.00	22099	12/16/2019	\$1,396,17	22139*	12/31/2019	\$1,684.21
* Indi	cates ski	pped check ni	umber			1,477.57			ψη <sub>0</sub> οτ <sub>1</sub> Δ1

Daily Balances

Date	Amount	Date	Amount	Date	Amount
12/02/2019	\$157,958.64	12/11/2019	\$145,761.65		\$130,602,09
12/04/2019	\$154,663.06	12/13/2019	\$143,666,23	12/20/2019	\$129,939,13
12/06/2019	\$149,860.36	12/16/2019	\$135,563.43		\$129,785.13
12/09/2019	\$148,982.00	12/17/2019	\$131,912.55		\$120,996.47
12/10/2019	\$148 286 20	12/18/2010	5124 712 10		V120,000,41

#### **Overdraft and Returned Item Fees**

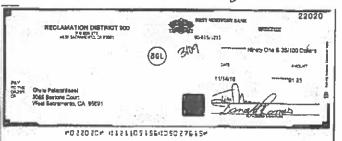
	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$32.00



#### RST NORTHERN BANK

P.O. Box 547, Dixon CA 95620





#22020

12/13/2019

\$91.35









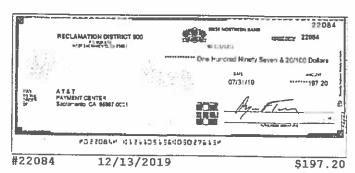
#### Statement Ending 12/31/2019

RECLAMATION DISTRICT 900

Customer Number: XXXXXX7615



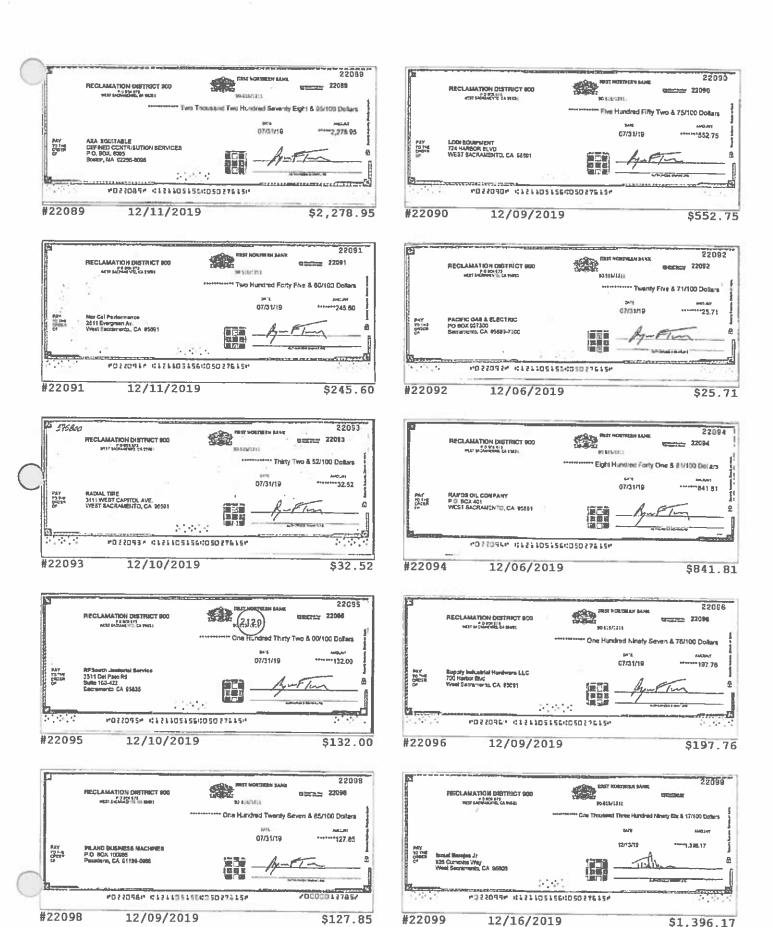
RECLAMATION DISTRICT SOC MET DECEMBER S CA MAN Two Thousand Six Hundred Eighty Five & 16/100 Dollars 97/31/19 \*\*\*\*\*2.855,19 WARTE MONT OF WOODLAND FID 60X \$41085 Las Angeles CA 90054-1085 PD 220427 121211051561105027615 #22042 12/06/2019 \$2,685.18







\$500.00

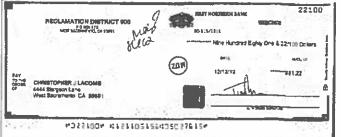




P.O. Box 547, Dixon CA 95620







#22100

12/16/2019

\$981.22



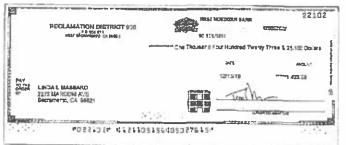
Statement Ending 12/31/2019

#22101

12/17/2019

RECLAMATION DISTRICT 900 Customer Number: XXXXXX7615

\$3,212.06



#22102

12/13/2019

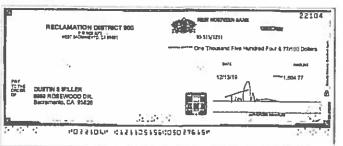
\$1,423.28



#22103

12/16/2019

\$1,725.11



#22104

12/16/2019

\$1,504.77



#22105

12/16/2019

\$2,336.78



#22106

12/13/2019

\$383.59



#22107

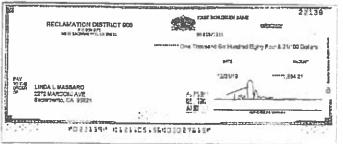
12/17/2019

\$438.82



12/20/2019

\$281.44



#22139

12/31/2019

\$1,684.21

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#### **Reclamation District 900**

Post Office Box 673
West Sacramento, CA 95691
PH: (916) 371-1483 • email: admin@rd900.org

November 21, 2019

Yolo County Auditor-Controller PO Box 1268 Woodland, CA 95776-1268

Please EFT transfer Seventy Five Thousand Dollars (\$75,000.00) from Reclamation District No. 900 General Fund (Fund 6425) to Reclamation District No. 900 at the following bank:

First Northern Bank 195 North First Street Dixon, CA 95620

The Routing Number is 121105156 and the Account Number is 5027615.

Tim Mallen, Secretary



#### **Reclamation District 900**

Post Office Box 673
West Sacramento, CA 95691
PH: (916) 371-1483 • email: admin@rd900.org

December 26, 2019

Yolo County Auditor-Controller PO Box 1268 Woodland, CA 95776-1268

Please EFT transfer One Hundred Thousand Dollars (\$100,000.00) from Reclamation District No. 900 General Fund (Fund 6425) to Reclamation District No. 900 at the following bank:

First Northern Bank 195 North First Street Dixon, CA 95620

The Routing Number is 121105156 and the Account Number is 5027615.

Thank you,

Tim Mallen General Manager

Reclamation District No. 900

AUTHORIZED BY THE BUAKD OF TI	RUSTEES OF KE	CLAMATION DISTRICT #900	
70.0			_
		-	
		Tim Mallen Secretary	

# General Ledger Report

JOB SUBMISSION PARAMETERS

GL290 Date: 12/18/19 Time: 10:26

User Name: INFORBC\dport Job Name: GL290 Step Nbr: 1

Company: 1000
Company Group:
Reports: GENERAL LEDGER RPT

or Posting Dates:

Year Code: or Year: Periods: 6425 2020

ហ

Accounting Unit: (
Accounts:
Subaccounts:
Report Currency: E 

REC DIST 900

Base

USD

YOLO COUNTY

ORIZED BY THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT #900

Tim Mallen, Secretary

# General Ledger Report

t Variable Level, Accorded Amounts Activity Beg Bal and Activity 26,739 Balance 35,037 Balance 26,739 Balance 2,595,567 2,604,451 2,610,367 2,613,073 3,626,451 2,630,314 2,630,314 2,630,319 2,643,782 2,733,782 2,985,271 3,269,527 3,272,199 3,264,516 3,268,306 3,268,306 3,268,306 3,268,306 3,269,627 3,272,199 3,264,516 3,268,306 3,269,627 3,272,199 3,264,516 3,269,627 3,272,199 3,264,516 3,269,627 3,272,199 3,264,516 3,269,627 3,272,199 3,264,516 3,268,306 3,269,627 3,272,199 3,274,504 3,889,471 95,304,69 758,486,98 3,179,199.			
Colore   10/36/19   Company   1000   Volt   Company   Volt   Com	,179,199.5	Balanc	CASH IN TREASUR
CL290   Time 10/28/19   Company 1000   VOLO COUNTY   COUNTY   Company 1000   VOLO COUNTY	,937,686.5 ,892,813.1 ,889,471.4 ,799,471.4 ,799,199.5	Begin Balance 44,874.3 3,340.7 90,000.0 524,967.1 95,304.6 758,486.9	1/04/19 05 AP Hist N 8-00 Auto Offset From Zone 1 NT0000073 1/05/19 05 AP Hist N 9-00 Auto Offset From Zone 1 NT0000073 1/08/19 05 AP Hist N 40-00 Auto Offset From Zone 1 NT0000073 1/15/19 05 AP Hist N 78-00 Auto Offset From Zone 1 NT0000073 1/25/19 05 AP Hist N 113-00 Auto Offset From Zone 1 NT0000073 1/25/19 05 AP Hist N 113-00 Auto Offset From Zone 1 NT0000073 1/25/19 05 AP Hist N 113-00 Auto Offset From Zone 1 NT0000073
Carry   Time 10.216.19   Company 1000 - YOLD COUNTY   County   Company 1000 - YOLD COUNTY	lalanc	it Credi	Property Fary Stat Journal/Seq Transaction Description Operator
CL290   Date 12/18/19   Company 1000 - YOLO COUNTY   COMPAND 1000 - YOLO COUNTY   COMPAND   COMPAND   COMPAND   COMPAND   COUNTY   COUNT		evel 6425-0099-00001-000	ccounting Unit 64259900010001 REC DIST 900 BSU ONLY Res
Company 1000 - YOLO COUNTY   YOLO YOLO YOLO YOLO YOLO YOLO YOLO Y	3,354,054.38 2,711,899.42	End Balance End Balance	502999-0000 TRUST AND AGENCY DISTRIBUTIONS 64255327818200 REC DIST 900 LEVEE MAINT
Siz200   Date   12/18/19	104, U04. L	8,486.9	Total Activity Account
Company   1000	272,199.3 279,054.3 354.054.3	5,855.0 5,000.0	1/25/19 05 AP HIST N 113-00 10138DAY CARTER & MURPHY L NT0000073b 1/25/19 05 AP HIST N 113-00 16015RECLAMATION DIST 900 NT0000073b
Siz200   Date 12/18/19   Company 1000 - YOLO COUNTY   CONTRY   C	268,306.1	789.7	1/25/19 05 AP Hist N 113-00 13021NORTH DELTA WATER AGE NT0000073
Company   1000 - YOLO COUNTY   Page   1   Page   Page   1   Page	229,552	29, 196.	1/25/19 05 AP HIST N 78-00 18384T& S CONSTRUCTION CO NT0000073b 1/25/19 05 AP HIST N 113-00 12491BIG VALLEY DIVERS INC NT0000073b
Company 1000	985,271.2	51,488.	1/15/19 05 AP H15C N 78-00 18384T& S CONSTRUCTION CO NT00000735 1/15/19 05 AP H15C N 78-00 18384T& S CONSTRUCTION CO NT00000735
Company   1000 - YOLO COUNTY   COMPANY   1000 - YOLO COUNTY   CO	643,782	340.	1/08/19 05 AP Hist N 40-00 16015RECLAMATION DIST 900 NT000007:
Company 1000 - YOLO COUNTY   CENERAL LEDGER RPT   - General Ledger Report   Time 10:26   Sort   Variable Level, Account   Type   Amounts   Amoun	,633,199.	, 885. . 241.	1/04/19 05 AP Hist N 8-00 12913WILBUR-ELLIS NT000007
Company 1000 - YOLO COUNTY   Time 10:26   Campany 1000 - YOLO COUNTY   County   Time 10:26   Campany 1000 - YOLO COUNTY   Campany 1000   Campany 10	622,941.	,867.	1/04/19 05 AP HIST N 8-00 11785LOEWEN PUMP MAINTENAN NT0000077
Company 1000 - YOLO COUNTY   USD   Count   Company 1000 - YOLO COUNTY   Count   Co	,610,367.	, 855.	1/04/19 05 AP Hist N 8-00 11785LOEWEN PUMP MAINTENAN NT000007
290 Date 12/18/19  Company 1000 - YOLO COUNTY Time 10:26  Company 1000 - YOLO COUNTY GENERAL LEDGER RPT - General Ledger Report For Period 05 - 05 Ending November 30, 2019  Sort Variable Level, Account Type Amounts Activity Beg Hal and Activity  Sting Pd Sy Stat Journal/Seq Transaction Description Account 400700-0000 INVESTMENT EARNINGS-POOL 40070-0000 INVESTMENT EARNINGS-POOL 400705-0000 GASB 31 FMV - DFS ONLY 400705-0000 GASB 31 FMV - DFS ONLY 400705-0000 GASB 31 FMV - DFS ONLY 400705-0000 TRUST AND AGENCY CONTRIBUTIONS ACCOUNT 502000-0000 TRUST AND AGENCY CONTRIBUTIONS Begin Balance 35,037,23 Begin Balance 650,452.61 Begin Balance 650,452.61	,595,567.40	,819.50 Begin Balanc ,124.94	1/04/19 05 AP Hist N 8-00 10441LARSEN WURZEL & ASSOC NT000007. 1/04/19 05 AP Hist N 8-00 152610PTIC FUEL CLEAN OF C NT000007.
Company 1000 - YOLO COUNTY Time 10:26  Company 1000 - YOLO COUNTY For Period 05 - 05 Ending November 30, 2019  Counting Unit 64255327818200 REC DIST 900 LEVEE MAINT For Period 05 - 05 Ending November 30, 2019  Sort Variable Level, Account Type Amounts Account 400700-0000 INVESTMENT EARNINGS-POOL Account 400700-0000 INVESTMENT EARNINGS-POOL Account 400705-0000 GASB 31 FMV - DFS ONLY	650,452.61	egin Balanc nd Balance	404299-0000 TRUST AND AGENCY CO
290 Date 12/18/19  Company 1000 - YOLO COUNTY GENERAL LEDGER RPT - General Ledger Report For Period 05 - 05 Ending November 30, 2019  Counting Unit 64255327818200 REC DIST 900 LEVEE MAINT Resp Sting Pd Sy Stat Journal/Seq Transaction Description Account 400700-0000 INVESTMENT EARNINGS-POOL Account 400700-0000 INVESTMENT EARNINGS-POOL Account 400705-0000 INVESTMENT EARNINGS-POOL Account 400705-0000 INVESTMENT EARNINGS-POOL Account 400705-0000 Green Tears and Activity  Balance 26,739.58 Account 400705-0000 Green Tears and Account Balance 26,739.58 Account 400705-0000 Green Tears and Account Balance 26,739.58	5,037.23 5,037.23	gin Balanc d Balance	400705-0000 GASB 31 FMV - DFS ONLY
Company 1000 - YOLO COUNTY Time 10:26  Company 1000 - YOLO COUNTY GENERAL LEDGER RPT - General Ledger Report For Period 05 - 05 Ending November 30, 2019  Sort Variable Level, Account Ype Amounts Activity Stat Journal/Seq Transaction Description Account 400700-0000  INVESTMENT EARNINGS-POOL  Company 1000 - YOLO COUNTY GENERAL LEDGER RPT - General Ledger Report For Period 05 - 05 Ending November 30, 2019  Type Amounts Activity Beg Bal and Activity Level 6425-0053-02781-8200  Balan	6,739.58	gin Balance	GCOURT 400705-0000 INVESTMENT EARNINGS-POOL
Company 1000 - YOLO COUNTY Time 10:26  Company 1000 - YOLO COUNTY GENERAL LEDGER RPT - General Ledger Report For Period 05 - 05 Ending November 30, 2019  Counting Unit 64255327818200 REC DIST 900 LEVEE MAINT Sting Pd Sy Stat Journal/Seq Transaction Description  Company 1000 - YOLO COUNTY GENERAL LEDGER RPT - General Ledger Report Type Amounts Activity Beg Bal and Activity Level 6425-0053-02781-8200  Credit Credit	Paral		Account 400700-0000 INVESTMENT EARNINGS-POOL
Company 1000 - YOLO COUNTY Time 10:26  Company 1000 - YOLO COUNTY GENERAL LEDGER RPT - General Ledger Report For Period 05 - 05 Ending November 30, 2019  Counting Unit 64255327818200 REC DIST 900 LEVEE MAINT	1	ebit	osting Pd Sy Stat Journal/Seq Transaction Description Operato
290 Date 12/18/19  Company 1000 - YOLO COUNTY  Time 10:26  CENERAL LEDGER RPT - General Ledger Report For Period 05 - 05 Ending November 30, 2019  Activity Beg Bal and Acti	,	1 6425-0053-02781-820	counting Unit 64255327818200 REC DIST 900 LEVEE MAINT Res
90 Date 12/18/19 Company 1000 Voto Commany	Page vel,	D Sort Variable Type Amounts Activity Beg Bal	Time 10:26  GENERAL LEDGER RPT - General Ledger Repor For Period 05 - 05 Ending November 30, 201
			90 Date 12/18/19 Company 1000 voice

# General Ledger Report

			10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Account	Account		ACCO	Posting pd	Secondition of the	A	Time	GL290 Date
Credit Balances P/L Debit Transactions P/L Credit Transaction Net Loss	Company 1000 Totals: Debit Transactions Credit Transactions Debit Balances	1	300999-0000	9	300600-0000		101000-0146	Pd Sy Stat Journal/Seq	TOOOTOOGESTS		10:26	12/18/19
to.	als: 758,486.98 ons 758,486.98		REC		FD BAL-ASSIGNED		RC-RD 900 RC-RD 900	q Transaction Description	REC DIST 900 BSU ONLY		GENERAL LEDGER RPT For Period 05 - 05	Company 1000 vo
6.98 6.98	36.98 .98							Operator	Resp		T - General Ledger Report Ending November 30, 2019	7
			E E E				a 60	Debit	Level 64		USD	
			Begin Balance End Balance End Balance		Begin Balance End Balance	anterpa no	Begin Balance	9	6425-0099-00001-0001	Activity B		
				1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 0		0 1	Credit	1000-1C	Beg Bal and Activity	ariable Lev	
		*=====================================	5,895,064.43- 5,895,064.43-	137,233.37	137,293.97-	141,259.42	141,259.42	Balance		Activity	Page 2 Variable Level, Account Amounts	

GL291 Date: 12/18/19 Time: 10:27 JOB SUBMISSION PARAMETERS

User Name: INFORBC\dport
Job Name: GL291
Step Nbr: 1

Main

0 K Company: 1000 Company Group:

YOLO COUNTY

USD

Year Code: or Year: 2020 Period Range: 5-ហ

Organization

Accounting Units: 6425

Accounting Unit List:

Level Group:

Individual Reporting

Company: Level Three:

Level One: Level Four: X

Level Two: Level Five:

Report Options

Type: A Suppress Zero Accounts: Y Report Sequence: L Report Currency: Amount Yes Level None

Transaction Currency: XBRL Tag: N 0

No

## Trial Balance

		758 496 09		*** Out Or Balance
2,711,899.42	0.00	758,486.98	1,953,412.44	I CCatra
35,037.23 650,452.61- 3,354,054.38		758,486.98	550,452.61- 2,595,567.40	00
Ending Balance	Credit Activity	Debit Activity	Beginning Balance	Account Nbr Description
		LEVEE MAINT	64255327818200 REC DIST 900 LEVEE MAINT	6425-0053-02781-8200 642553
ar 2020	Amounts Fiscal Year	ng November 30, 2019	For Period 5 Through 5 Ending November 30,	
Page 1	Base Currency	USD	Company 1000 - YOLO COUNTY Trial Balance	Time 10:27 Trial

## Trial Balance

*	* *	10 10 30 30	64		G.	1
* Out Of Balance	* Totals	Account Nbr Description 100000-0000 CASH IN TREASURY 101000-0146 RC-RD 900 300600-0000 FD BAL-ASSIGNED 300999-0000 UNASSIGNED	6425-0099-00001-0001		GL291 - Date 12/18/19 Time 10:27 .	
	1,953,412.44-	Beginning Balance 3,937,686.54 141,259.42 137,293.97- 5,895,064.43-	64259900010001 REC DIST 900 BSU ONLY	For Period 5 Through 5 Ending November	Company 1000 - YOLO COUNTY Trial Balance	
	0.00	Debit Activity	BSU ONLY	ng November 30, 2019	USD	
758,486.98	758,486.98	Credit Activity 758,486.98-		Fiscal Year 2020	Base Currency	
	2,711,899.42-	Ending Balance 3,179,199.56 141,259.42 137,293.97 5,895,064.43		r 2020	Page 2	

GL292 Date: 12/18/19 Time: 10:28

JOB SUBMISSION PARAMETERS

User Name: INFORBC\dport Job Name: GL292 Step Nbr: 1

Main

9 Company: 1000 Company Group:

Year Code: Year: 2020 Period: 5

YOLO COUNTY

USD

Period Uī

Organization

Accounting Units: 6425

Accounting Unit List: Level Group:

Individual Reporting

Company: Level Three:

Level One: Level Four: X

Level Two: Level Five:

Report Options

Chart Depth:
Account Detail: S
Suppress Zero Accounts: Y
Report Sequence: L
Report Currency: B
XBRL Tag: N No

All Subaccount Yes Level Base

## **Balance Sheet**

TOCAL DIABIDITIES AND FUND BAL		TOTAL PROP TAX REC-CURR SEC TOTAL PROPERTY TAX RECEIVABLES TOTAL RECEIVABLES TOTAL CURRENT ASSETS TOTAL ASSETS	T CASH CASH RC-RI Total CASH TOTA	TS ASSETS ASSETS CURRENT ASSETS	Account Nbr Description	6425-0099-00001-0001 64259900010001	For P
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# Income Statement

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#### **RECLAMATION DISTRICT 900**

Post Office Box 673 West Sacramento, CA 95691 PH: (916) 371-1483 • email: wsrd@pacbell.net

#### 2020 Board of Trustees Meeting Schedule

January 15, 2020 at 4:30 p.m.

February 19, 2020 at 5:00 p.m.

March 18, 2020 at 5:00 p.m.

April 22, 2020 at 5:00 p.m.

May 20, 2020 at 5:00 p.m.

June 17, 2020 at 5:00 p.m.

July 15, 2020 at 5:00 p.m.

August 19, 2020 at 5:00 p.m.

September 16, 2020 at 5:00 p.m.

October 21, 2020 at 5:00 p.m.

November 18, 2020 at 5:00 p.m.

December 9, 2020 at 5:00 p.m.

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

Agreement Number: 2020-FMAP-RD900-01

### FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES AND RECLAMATION DISTRICT NO. 900

FOR THE OPERATIONS & MAINTENANCE ACTIVITIES

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

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### FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND

#### **RECLAMATION DISTRICT NO. 900**

#### 2020-FMAP-RD900-01

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 Reclamation District No. 900 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:

- PURPOSE. State shall provide funding from the Budget Act of 2018 (Stats. 2018, ch. 29, Item 3860-001-0001) to Funding Recipient to assist in financing operations and maintenance activities as set forth in Exhibit A (Project).
- 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. However, all work shall be completed by December, 31 2020, and no funds may be requested after August 31, 2019.
- 3. <u>FUNDING AMOUNT.</u> The maximum amount payable by the State under this Agreement shall not exceed \$189,000 \_\_\_\_\_.
- 4. <u>BASIC CONDITIONS.</u> 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:
    - 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

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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. <u>DISBURSEMENT OF FUNDS.</u> 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 seperate account and shall be used solely to pay Eligible Costs.
- 6. <u>ELIGIBLE COSTS</u>. 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

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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.

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

- 11. NOTIFICATION OF STATE. Funding Recipient shall promptly notify State, in writing, of the following items:
  - A. Events or proposed changes that could affect the scope, budget, work performed, or schedule under this Funding Agreement. Funding Recipient agrees that no substantial change in the scope of the O&M activities will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
  - B. Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by State's representatives. Funding Recipient shall make such notification at least 14 calendar days prior to the event.
  - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during implementation, the Funding Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Funding Recipient agrees to implement appropriate actions as directed by the State.
  - D. The initiation of any litigation or the threat of litigation against the Funding Recipient regarding the Project or that may affect the Project in any way.
- 12. <u>NOTICES.</u> Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be transmitted by any of the following means:
  - A. By delivery in person.
  - B. By certified U.S. mail, return receipt requested, postage prepaid.
  - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
  - D. By electronic means.
  - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
- 13. <u>PERFORMANCE EVALUATION</u>. 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. <u>FUNDING AGREEMENT REPRESENTATIVES.</u> 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	Reclamation District No. 900 Project Representative: Name: Tim Mallen
Title: Senior Engineering Geologist	Title: General Manager
Mailing Address: 3310 El Camino Ave., Room 140	Mailing Address: 1420 Merkley Ave., Suite #4
Sacramento, CA 95821	West Sacramento, CA 95691
Phone: (916) 574-2745	Phone: (530) 701-7358
Email: Jeff.VanGilder@water.ca.gov	Email: TMallen@rd900.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

Reclamation District No. 900

Project Manager:

Name: Tim Mallen

Title: General Manager

Mailing Address: 1420 Merkley Ave., Suite #4

West Sacramento, CA 95691

Phone: (530) 701-7358

Email: TMallen@rd900.org

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

15. <u>STANDARD PROVISIONS AND INTEGRATION.</u> 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

WITHESS WHEREOF, the parties hereto have executed this Funding Agreement.					
STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES	RECLAMATION DISTRICT NO. 900				
Jeremy Arrich, Division Chief Division of Flood Management	Timothy Mallen, General Manager Reclamation District No. 900				
Date	Date				
Approved as to Legal Form and Sufficiency					
Robin Brewer, Assistant Chief Counsel					
Office of Chief Counsel					
Date					

# Exhibit A WORK PLAN

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

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

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

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

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

Task 3: Administrative Activites

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	Amo	unt Advanced		Task Total
Task 1 – LOI/SWIF	\$ 20,000.00		20,000.00	\$	20,000.00
Task 2 – Technical Reports	\$ 0	\$	0	\$	20,000.00
Task 3 – Administration	\$ 10,000	\$	10,000	\$	10,000
Task 4 – O&M Activities	\$ 159,000		159,000	-	159,000
Task 5 - Equipment	\$ 0	\$	0	-	100,000
Total	\$ 	\$		\$	

# 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 seperate 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. <u>AMERICANS WITH DISABILITIES ACT:</u> 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

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- 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. <u>BUDGET CONTINGENCY:</u> 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. <a href="CEQA:">CEQA:</a> 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. <u>CHILD SUPPORT COMPLIANCE ACT:</u> 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. <u>CLAIMS DISPUTE:</u> 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. <u>COMPETITIVE BIDDING AND PROCUREMENTS:</u> 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: <a href="https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting">https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting</a>.
- D.11. <a href="COMPUTER SOFTWARE">COMPUTER SOFTWARE</a>: 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. <u>CONFLICT OF INTEREST</u>: 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. <u>DELIVERY OF INFORMATION, REPORTS, AND DATA:</u> 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. <u>DISPOSITION OF EQUIPMENT:</u> 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. <a href="DRUG-FREE WORKPLACE CERTIFICATION:">DRUG-FREE WORKPLACE CERTIFICATION:</a> 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
  - 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. <a href="INDEMNIFICATION:">INDEMNIFICATION:</a> 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. <u>INDEPENDENT CAPACITY:</u> 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. <a href="INSPECTION OF BOOKS">INSPECTION OF BOOKS</a>, 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. <u>INSPECTIONS OF PROJECT BY STATE:</u> 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:

  <a href="http://www.dir.ca.gov/lcp.asp">http://www.dir.ca.gov/lcp.asp</a>. For more information, please refer to DIR's *Public Works Manual* at:

  <a href="http://www.dir.ca.gov/dlse/PWManualCombined.pdf">http://www.dir.ca.gov/dlse/PWManualCombined.pdf</a>. 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. <u>REMAINING BALANCE</u>: 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. <u>REMEDIES NOT EXCLUSIVE:</u> 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. <u>RETENTION:</u> 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. <u>SEVERABILITY:</u> 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. <u>SUSPENSION OF PAYMENTS:</u> 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. <u>SUCCESSORS AND ASSIGNS</u>: 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. <u>TERMINATION BY FUNDING RECIPIENT:</u> 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. <u>TERMINATION FOR CAUSE</u>: 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. <u>TERMINATION WITHOUT CAUSE:</u> 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. <u>TIMELINESS:</u> Time is of the essence in this Funding Agreement.
- D.42. <u>UNION ORGANIZING:</u> 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. <u>VENUE:</u> 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. 2020-01-01				
Resolved by the Board of Trustees					
of the Reclamation District No. 900					
that pursuant and subject to all of the terms and provis Supply, Flood Control, River and Coastal Protection Bo Flood Prevention Bond Act of 2006, that the funds awa Reclamation District No. 900	and Act of 2006, and the Disaster Preparedness and				
Resources for a State-Federal Flood Control System M	lodification Program project titled:				
2020-FMAP-RD900-01	are hereby accepted.				
The of the Reclamation District No. 900 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 Reclamation District No. 900 on December 2019					
	OII <u>Beceniber 2019</u>				
Autho	rized Signature				
Printe	d Name				
Title .					
Clerk/	Secretary				

#### **Exhibit F**

# REPORT FORMATS AND REQUIREMENTS

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

### 1. PROGRESS REPORTS

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

## **FUNDING AGREEMENT STATUS**

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

# **PROJECT INFORMATION**

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

### **COST INFORMATION**

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

## SCHEDULE INFORMATION

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

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

# 2. PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

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

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

# REPORTS AND/OR PRODUCTS - The following items should be provided

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

# **COSTS AND DISPOSITION OF FUNDS** – A list of showing:

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

ADDITIONAL INFORMATION - Any relevant additional Information should be included.

#### **Exhibit G**

# STATE AUDIT DOCUMENT REQUIREMENTS AND FUNDING MATCH GUIDELINES FOR FUNDING RECIPIENTS

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

# **State Audit Document Requirements**

## **Internal Controls**

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

- 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.