



# Protecting Natomas Since 1911

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## RECLAMATION DISTRICT NO. 1000

### BOARD OF TRUSTEES

### REGULAR BOARD MEETING

FRIDAY, MARCH 8, 2024

8:00 A.M.

DISTRICT OFFICE

1633 GARDEN HIGHWAY  
SACRAMENTO, CA 95833

*Members of the public may participate in this meeting in person. Members of the public will have an opportunity to address the Board during Public Comment. Comments may also be emailed prior to the meeting to [kking@rd1000.org](mailto:kking@rd1000.org).*

#### 1. PRELIMINARY

- 1.1. Call Meeting to Order
- 1.2. Roll Call
- 1.3. Approval of Agenda
- 1.4. Pledge of Allegiance
- 1.5. Conflict of Interest

#### 2. PRESENTATIONS

No Scheduled Presentations

#### 3. PUBLIC COMMENT (NON-AGENDA ITEMS)

*Any person desiring to speak on a matter which is not scheduled on this agenda may do so under the Public Comments section. Speaker times are limited to three (3) minutes per person on any matter within RD 1000's jurisdiction, not on the Agenda.*

*Public comments on agenda or non-agenda items during the Board of Trustees meeting are for the purpose of informing the Board to assist Trustees in making decisions. Please address your comments to the President of the Board. The Board President will request responses from staff, if appropriate. Please be aware the California Government Code prohibits the Board from taking any immediate action on an item which does not appear on the agenda unless the item meets stringent statutory requirements (see California Government Code Section 54954.2 (a)).*

*Public comments during Board meetings are not for question and answers. Should you have questions, please do not ask them as part of your public comments to the Board. Answers will not be provided during Board meetings. Please present your questions to any member of RD 1000 staff via e-mail, telephone, letter, or in-person at a time other than during a Board meeting.*

## AGENDA

RD 1000 Board Meeting  
March 8, 2024

### **4. INFORMATIONAL ITEMS**

- 4.1. GENERAL MANAGER'S REPORT: Update on activities since the February 2024 Board Meeting.
- 4.2. OPERATIONS MANAGER'S REPORT: Update on activities since the February 2024 Board Meeting.
- 4.3. DISTRICT COUNSEL'S REPORT: Update on activities since the February 2024 Board Meeting.

### **5. CONSENT CALENDAR**

*The Board considers all Consent Calendar items to be routine and will adopt them in one motion. There will be no discussion on these items before the Board votes on the motion, unless Trustees, staff or the public request specific items be discussed and/or removed from the Consent Calendar.*

- 5.1. APPROVAL OF MINUTES: Approval of Minutes from the February 9, 2024, Board Meeting.
- 5.2. TREASURER'S REPORT: Approve Treasurer's Report for February 2024.
- 5.3. EXPENDITURE REPORT: Review and Accept Report for February 2024.
- 5.4. BUDGET TO ACTUAL REPORT: Review and Accept Report for February 2024.
- 5.5. DISTRICT INSURANCE: Authorize General Manager to Execute Agreements and Necessary Documents Required for District Insurance Renewal.

### **6. SCHEDULED ITEMS**

- 6.1. CALIFORNIA COOPERATIVE LIQUID ASSETS SECURITIES SYSTEM: Review and Consider Adoption of Resolution No. 2024-03-01: Authorizing Reclamation District No. 1000 to be a Participant and Purchase Shares of Beneficial Interest Issued by the California CLASS.
- 6.2. DISTRICT GENERAL ELECTION 2024: Review and Consider Adoption of Resolution No. 2024-03-02: Calling District 2024 General Election.
- 6.3. CALIFORNIA SPECIAL DISTRICTS ASSOCIATION CALL FOR NOMINATIONS: Review and Consider Nominations for California Special Districts Association Call for Nominations.
- 6.4. ~~DISTRICT POLICY HANDBOOK & POLICY UPDATES: Review and Consider Adoption of Resolution No. 2024-03-03: Adopting District Policy Updates.~~

### **7. BOARD OF TRUSTEE'S COMMENTS/REPORTS/ACTIVITY**

#### 7.1. BOARD ACTIVITY:

##### Committee Meetings Since Last Board Meeting

- Executive Committee (Lee Reeder & Gilbert) February 28, 2024

##### Upcoming Meetings

- SAFCA Board Meeting – March 21, 2024 @ 3:00 pm
- RD 1000 Executive Committee Meeting – April 3, 2024 @ 8:00 am
- RD 1000 Board Meeting – April 12, 2024 @ 8:00 am

### **8. ADJOURN**



## RECLAMATION DISTRICT 1000

DATE: MARCH 8, 2024

AGENDA ITEM NO. 4.1

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TITLE: General Manager's Report – March 2024

SUBJECT: Update on Activities Since the February 2024 Board of Trustees Meeting

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### EXECUTIVE SUMMARY:

This Staff Report is intended to report the noteworthy activities and events of the District. Noteworthy activities from February 2024 is provided below:

#### 1. Administration Services

##### a. Human Resources

- i. Total Compensation and Benefits Study RFQ (draft is prepared/ anticipated RFQ published and circulated on March 15.
- ii. Form 700's are Due April 1, 2024. The forms have been distributed, via calendar invite, to Trustees and designated Staff.
- iii. Management Training through CSDA Leadership Foundation is scheduled for April 15 – 18 in San Diego.
- iv. The Operations Supervisor and Lead Operation Specialists are scheduled for Leadership Training locally through CSDA.
- v. Employee Handbook updates are being discussed (to comply with new laws and general cleanup of outdated provisions).

##### b. Fiscal

- i. Banking and Investment Services RFQ was published and circulated on January 15. Internal RFQ review will begin on March 15, 2024.
- ii. Stormwater Fee Administration RFQ published and circulated on March 1
- iii. Special Benefit Assessment Administration RFQ published and circulated on March 1
- iv. The Annual Assessment Notice for the Second Installment has been set for publication.
- v. Quickbooks Purchase Order Workflow is under design and will soon be implemented. It will complement the District's new Purchase Order approval process.
- vi. Staff to begin work with consultants at Matrix to update District Overhead Rates, effective July 1, 2024.

**TITLE: General Manager's Report – March 2024**

c. General

- ii. The CSDA Transparency Certification Application is being prepared, and the requested information is gathered.
- iii. Planning for District Corp Yard Shop updates is underway—preliminary design expected by March 15.

**2. District Operations**

a. Routine Operations & Maintenance:

- i. District Crews continue to perform routine maintenance and operations of the District's infrastructure. See Agenda Item 4.2 for information regarding activities performed in February 2024.

b. Status Of District Pumping Plants

i. PUMPING PLANT #1A

- Fully Operational

ii. PUMPING PLANT #1B

- Fully Operational
- Emergency generator operational

iii. PUMPING PLANT #2

- Pump #1 MCC Cabinet failure. MCC switch gear order has been placed, ETA is July 2024.

iv. PUMPING PLANT #3

- Fully operational

v. PUMPING PLANT #4

- Pump testing complete. Still waiting for dual voltage switch gear and permanent power from PG&E. Temporary power for the motor heaters has been complete.

vi. PUMPING PLANT #5

- Fully operational

vii. PUMPING PLANT #6

- Procurement of replacement materials has been initiated.

viii. PUMPING PLANT #8

- Pumps #4 & #5 are non-operational due to shorted conductors from the motors to the MCC cabinets, repairs will be performed during the non-flood season.

**3. Capital Improvement Projects**

a. CIP Update

- i. KSN is developing a final design concept-based project phasing as it relates to Pumping Plant #8, including potential property acquisition and construction drawings. The final design completion date is June 2024.

**4. Development Project Updates**

a. MAP (Metro Air Park)

- i. Reviewed updated drainage study and provided comments. Pending mapping north of I-5. All modeling supports the need for installing the new pump in spare bay at Plant 3 (spare bay previously financed by MAP).
- ii. A meeting is forthcoming to discuss a potential funding agreement.
- iii. M&H (Mead & Hunt) preparing SOW for new pump in spare bay at PP#3.

b. Upper West Side

- i. Financing plan review comments provided.
- ii. A meeting with SMUD was held on 01/03/2024 associated to new OH on orchard lane..
- iii. Wood Rodgers provided updated drainage study on 9/22/2023, District comments were sent on 11/16/2023.
- iv. Drainage study is under review, West Yost is expected to provide comments November 2023.
- v. Resubmittal recieved on 2/20 with changes required by County that affected the drainage system. Will use new basin HEC RAS model to check as well as existing SWMM.

c. Sutter Pointe

- i. Field meeting with contractor to discuss the G-2 outfall structure. Construction activities expected to begin 15 April.
- ii. CVFPB permit application for the Sewer main crossing has been endorsed.
- iii. ESA submitted 401 application (rec'd 2/20) for pumping plant discharge.

d. Anton Dev Co Fong Ranch Road

- i. Preliminary land use plan provided. Concerns about the layout that encroaches on the levee and required setbacks. Bridge is no longer being considered. City Parks and Rec plans for Fong Ranch Park reviewed related to area north of B Drain. Drainage comments provided.

e. Panhandle

- i. Contractor has demobilized, will resume rough grading April 15.

**TITLE: General Manager's Report – March 2024**

- f. Ninos Parkway Trail – B Drain
  - i. Updated drawings reviewed on 01/30/2024.
  - ii. A temporary use permit has been provided to the contractor, awaiting endorsement.
- g. MAP Schnitzer
  - i. Meeting scheduled to review M-7 drainage canal piping. Piping of drain was rejected by RD 1000. County wants to avoid ditch crossing, may require culvert extension.
- h. Airport South Industrial
  - i. Met with the City on 9/12 to discuss comments on the latest drainage plan ULDC needs.
  - ii. RD1000 comments are no net impact to 200-year. Provide City water surface elevations from HEC-RAS.
- i. Russel at Truxel Apartments (Fong Ranch Road)
  - i. Submitted comments to developer 08/17/2023.

**5. General Engineering Updates**

- a. Basin-wide Hydraulic Model
  - i. Updated drawings reviewed on 01/30/2024.
  - ii. A temporary use permit has been provided to the contractor, awaiting endorsement.
  - iii. Reviewed draft work maps and provided comments. Flood plan limits are generally less with new 2D maps. There are a number of isolated areas that could be removed at City/County options.
  - iv. Met with City and Counties in December, including follow-up meeting on 1/9/24.
  - v. Reviewed draft work maps and provided comments. Flood plan limits are generally less with new 2D maps. There are a number of isolated areas that could be removed at City/County options.
  - vi. Will utilize 1D maps to show floodplain similar to historical, in process of making a separate FEMA model (maintaining 2D model for District use).
  - vii. Interior levee meeting presented finding for various levee failure modes. Major area of focus for the City is the B Drain. Unclear on the City's approach, may require an additional project.
  - viii. CESI/GEI are working on the technical data supporting notebooks (TSDN) for City/County FEMA submittals, RD 1000 is only responsible for H&H and TSDN.

**TITLE: General Manager's Report – March 2024**

- b. Facility Mapping Tool
  - i. Working with M&H to complete field mapping tool (GIS)
- c. PGCC Culvert Video Inspections
  - i. Working with M&H to perform.
- d. Howsley Bridge
  - i. No further action at this time. Reach E plans have been coordinated with future work. Conditional permit endorsement provided to the CVFPB.
  - ii. Boring plans TBD.
- e. USACE O&M Manual
  - i. The O&M manual was adopted at the April 28, 2023 CVFPB meeting.

**6. Natomas Levee Improvement Projects**

The Corps continues to work with the State and SAFCA on borrow for the project. The Corps is evaluating needs for each Reach and available sources to minimize delays and maximize efficiency.

The Corps completed their flood risk assessment for the remaining contracts in Reach E, F, G, Pump Plant 5, Highway 99 and Reach I contract 2.

- a. Reach A
  - i. The Contract was awarded in September 2021 to Ahtna-Great Lakes (joint venture) for the base contract levee work. Construction is currently on hold through the flood season.
  - ii. Modifications to Plant 1B and 1A have been included in the project. The contract includes the provisions in the agreement between the District and SAFCA to ensure Plant 1A and 1B are operational during the flood season throughout the project and partial operation of Plant 1B during the irrigation season for rice drainage.
  - iii. SAFCA/State continue coordinating with the Corps on SMUD, AT&T and PGE relocations which are underway. The team is also working with the City of Sacramento on waterline and service connections along Garden Highway.
  - iv. Partnering Meeting scheduled for 3/1 to discuss Pumping Plant 1A/1B improvements this summer.
- b. Reach B
  - i. Construction continued on Reach B including relocation of the Riverside Canal and replacement of other Natomas Water Company facilities. This project is 99% complete, a majority of the remaining tasks minor punch list items.

**TITLE: General Manager's Report – March 2024**

- c. Reach C
  - i. The Reach C project is complete, and the District is providing the operation and maintenance.
- d. Reach D
  - i. The reconstruction of Pumping Plant 4, discharge pipes and outfall structure is substantially complete. The plant will be non-operational a this flood season as the electrical protection equipment delivery is scheduled for May 2024. Temporary power installation for pump motor heaters is complete.
  - ii. Mulitipe meetings have been held with USACE and PG&E to discuss permanent power.
  - iii. The Corps is working on the package to turn the previously completed levee improvements in Reach D over to the non-federal sponsors (and RD 1000) though the District has effectively taken over the O&M of the levee.
- e. Reach E
  - i. PG&E relocations are complete, AT&T service pole relocations are in progress. Levee grading work, slurry wal, working platform and culvert underdrain replacements are in included in this project.
  - ii. SAFCA has acquired all the right of way for construction and utility relocations and has physical possession of the property. This includes the Brookfield property which could yield sufficient borrow for the remainder of the Natomas project.
- f. Reach F
  - i. The Corps is working with the State, SAFCA and RD 1000 to close out comments from the 95% and 100 % design. Final plans and specifications are to be completed by October 2023. The Corps has an issue with their internal review process which could delay the final design.
  - ii. Critical issues include right of way acquisition (some which require relocations); relocation of existing WAPA tower (lead time for relocation more than a year); utility relocations and borrow source.
  - iii. Levee construction award is scheduled for 2024 with construction in 2025 and 2026. Ongoing coordination with easements, O&M features and Pumping Plant #6 work.
- g. Reach G
  - i. See notes above for Reach F as Reaches F and G are combined into a single design and construction contract.



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- h. Reach H
  - i. Construction at Reach H will continue this summer, including fence relocations and landside lower patrol road. This project is expected to continue through 2024.
- i. Reach I
  - i. Construction of the cutoff wall has been completed and project finalization and turnover to SAFCA and the District is in progress. A final construction report has been submitted for SAFCA and the District to review.
  - ii. Design for the Reach I Contract 2 to construct a patrol / maintenance road and perform levee slope flattening has been completed. SAFCA is working on real estate acquisition and coordination with utilities for relocation. All tree removal has been completed. Letter of Acceptance sent to SAFCA. O&M manual was provided by the USACE
- j. Other Projects
  - i. Plant 5 replacement—The Corps has awarded the design contract to the Stantec/Kleinfelder team. The new pumping plant will be located approximately 400 feet east from the current location. The Corps is working with the State, SAFCA and RD 1000 to close out comments from the 95% plans. The current schedule is for construction in 2025.
  - ii. Highway 99 Window – Construction estimated June-October 2024.

**7. Miscellaneous**

- a. Sacramento Area Flood Control Agency (SAFCA)
  - i. Board Meeting – February 15, 2024 (Attachment No. 1)

**ATTACHMENTS:**

- 1. SAFCA Board Meeting – February 15, 2024

**STAFF RESPONSIBLE FOR REPORT:**



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Kevin L. King, General Manager

Date: 03/04/2024



## **Board of Directors Action Summary of**

### **February 15, 2024 - 3:00 PM**

*Sacramento County Administration Building*  
Board of Supervisors' Chambers - 700 H Street  
Sacramento County, CA 95814

This Meeting of the Sacramento Area Flood Control District met in person at the Sacramento County Administration Building, referenced above.

Documents and materials related to Agenda Items are available on SAFCA's website at <https://agendanet.saccounty.gov/SAFCA/Meetings/Search?dropid=7&mtids=130>

**Directors/Alternates Present:** Avdis, Bains, Conant, Desmond, Holloway, Hume, Jennings, Kennedy, L'Ecluse, Martian, Serna, and Talamantes

**Directors Absent:** Kaplan

**ROLL CALL** – No public comments were received

#### **PUBLIC COMMENTS**

#### **CLOSED SESSION**

[Government Code Section 54956.8 - Conference with Real Property Negotiators.](#)

Sacramento County APNs: **226-0020-003**

Property: **5421 East Levee Road**, Sacramento, CA 95835

Negotiating Party: Brian Manning, Esq. on behalf of Joseph Prioriello and Jennifer A. Priorello

Agency Negotiators: Richard M. Johnson, **Jason** D. Campbell, John A. Bassett, Jeremy D. Goldberg, Matt DeGroot

Under Negotiation: Price and terms of payment

Nothing to report at this time. Director Avdis recused himself, left the room, and did not hear or see any materials presented.

[Government Code Section 54956.8 - Conference with Real Property Negotiators.](#)

Sacramento County APNs: **274-0270-007, 274-0560-048, 274-0560-054**

Property: **2245 Orchard Lane**, Sacramento, CA 95833

Negotiating Party: **Brian Manning, Esq. on behalf of Swallows Nest Homeowners Association**

Agency Negotiators: Richard M. Johnson, Jason D. Campbell, John A. Bassett, Jeremy D. Goldberg, Matt DeGroot

Under Negotiation: Price and terms of payment

Nothing to report at this time

**CONSENT MATTERS**

Motion by Director Holloway and seconded by Director Desmond, approving Resolution Nos: 2024-016; 2024-017; 2024-018; 2024-019; and 2024-020 of Consent Matters

AYES: Avdis, Bain, Conant, Desmond, Holloway, Hume, Jennings, Kennedy, L'Ecluse, Martian, Serna, and Talamantes  
 NOES: (None)  
 ABSTAIN: (None)  
 RECUSE: (None)  
 ABSENT: Kaplan

1. [Approving the Action Summary for January 18, 2024](#)
2. [Resolutions - Setting the Time and Locations for SAFCA Meetings for March 2024 through February 2025](#)
  - A. **Resolution No. 2024-016** - Board of Director's Meetings
  - B. **Resolution No. 2024-017** - Executive Committee Meetings
3. [Resolution No. 2024-018 - Authorizing the Executive Director to Execute Amendment No. 17 to Contract No. 774 with AECOM Technical Services, Inc. for Environmental Compliance and Regulatory Permitting Services Related to the Natomas Levee Improvement Program](#)
4. [Resolution No. 2024-019 - Awarding Construction Contract No. 4611 - American River Common Features Project, Campus Commons Golf Course Reconstruction Project, Sacramento County, California to the Lowest Responsive and Responsible Bidder and Authorizing the Executive Director to Execute the Contract](#)
5. [Resolution No. 2024-020 - Adoption of Addendum No. 10 to the Final Environmental Impact Report \(State Clearinghouse #2009112025\) on the American River Watershed Common Features Project/Natomas Post-Authorization Change Report/Natomas Levee Improvement Program Phase 4b Landside Improvements Project \(November 2010\) and Approval of Modifications and Refinements to the Natomas Levee Improvement Program Phase 4b Project](#)

**EXECUTIVE DIRECTOR'S REPORT**

6. [Information - Executive Director's Report for February 15, 2024](#)

**SEPARATE MATTERS**

7. [Public Hearing Resolution of Necessity No. 2024-021 - Continued from the January 18, 2024 Board of Director's Meeting Regarding:](#)

Sacramento County APNs: Portions of **201-0320-018** and **201-0320-019**

Property at: **5921 E. Levee Road**, Sacramento, CA 95835  
Property Owner: **Twin Rivers Unified School District**

Authorizing an Eminent Domain Action to Condemn Certain Real Property Interests for the Reach G Component of Phase 4b of the Natomas Levee Improvement Project - Fee Interest, and a Temporary Construction Easement Acquisition.

Staff Recommends Dropping this Item from the Agenda

Motion by Director Holloway and seconded by Director Desmond, accepting staff's recommendation to drop this Item from the Agenda.

AYES: Avdis, Bain, Conant, Desmond, Holloway, Hume, Jennings, Kennedy, L'Ecluse, Martian, Serna, and Talamantes  
NOES: (None)  
ABSTAIN: (None)  
RECUSE: (None)  
ABSENT: Kaplan

**8. [Public Hearing Resolution of Necessity No. 2024-022 - Continued from the January 18, 2024 Board of Director's Meeting Regarding:](#)**

Sacramento County APN: Portions of **226-0020-003**  
Property at: **5421 East Levee Road**, Sacramento, CA 95835  
Property Owner: **Joseph Prioriello and Jennifer A. Prioriello**

Authorizing an Eminent Domain Action to Condemn Certain Real Property Interests for the Reach G Component of Phase 4b of the Natomas Levee Improvement Project - Fee Interest, and a Temporary Construction Easement Acquisition.

This Item Requires a 2/3 or Nine Member Vote to Pass the Resolution

Motion by Director Serna and seconded by Director Desmond accepting staff's recommendation to continue this Item to the March 21, 2024 Board of Director's Meeting.

AYES: Avdis, Bain, Conant, Desmond, Holloway, Hume, Jennings, Kennedy, L'Ecluse, Martian, Serna, and Talamantes  
NOES: (None)  
ABSTAIN: (None)  
RECUSE: (None)  
ABSENT: Kaplan

**9. [Resolution of Appreciation No. 2024-023 - Recognizing Pete Ghelfi for His Contributions to the Sacramento Area Flood Control Agency Upon the Occasion of His Retirement](#)**

Motion by Director Kennedy and seconded by Director Avdis, approving Resolution No. 2024-023.

AYES: Avdis, Bain, Conant, Desmond, Holloway, Hume, Jennings, Kennedy, L'Ecluse, Martian, Serna, and Talamantes  
NOES: (None)  
ABSTAIN: (None)  
RECUSE: (None)  
ABSENT: Kaplan



**ADJOURN**

Respectfully submitted,  
Lyndee Russell



## RECLAMATION DISTRICT 1000

DATE: March 8, 2024

AGENDA ITEM NO. 4.2

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TITLE: Operations Manager's Report – March 2024

SUBJECT: Update on Activities Since the February 2024 Board of Trustees Meeting

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### EXECUTIVE SUMMARY:

This Staff Report is intended to inform the Board and serve as the official record of the activities the District's field staff engaged in for the month of February 2024. As well as provide information regarding District facility use and local weather impacts on District facilities and river levels. Noteworthy activities include all-weather access road repairs along Pumping Plant #2 intake channel, and homeless encampment postings along the East Drainage Canal at San Juan and Airport Road and behind Home Depot. Additionally, The District's Emergency Action Plan (EAP) was activated, which is expected to continue through the beginning of March. Our operational oversight of District pump stations was executed by the crews throughout the duration of storm events, with an emphasis on the identification and removal of debris from the trash decks.

The Operations Manager's report was created to provide monthly updates to the Board of Trustees on field-related activities within the District boundaries, as well as provide a historical record. This allows for the District and the public an opportunity to refer back to data trends over time regarding the weather impact on District facilities, crew activities, and local river and canal conditions as well as general District activities from month to month.

### RECOMMENDATION:

There are no staff recommendations, the information provided is strictly informational.

### ATTACHMENTS:

1. Operations Manager's Report Data Sheet

### STAFF RESPONSIBLE FOR REPORT:

Handwritten signature of Gabriel J. Holleman in blue ink.

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Gabriel J. Holleman, Operations Manager

Date: 03/04/2024

Handwritten signature of Kevin L. King in blue ink.

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Kevin L. King, General Manager

Date: 03/04/2024

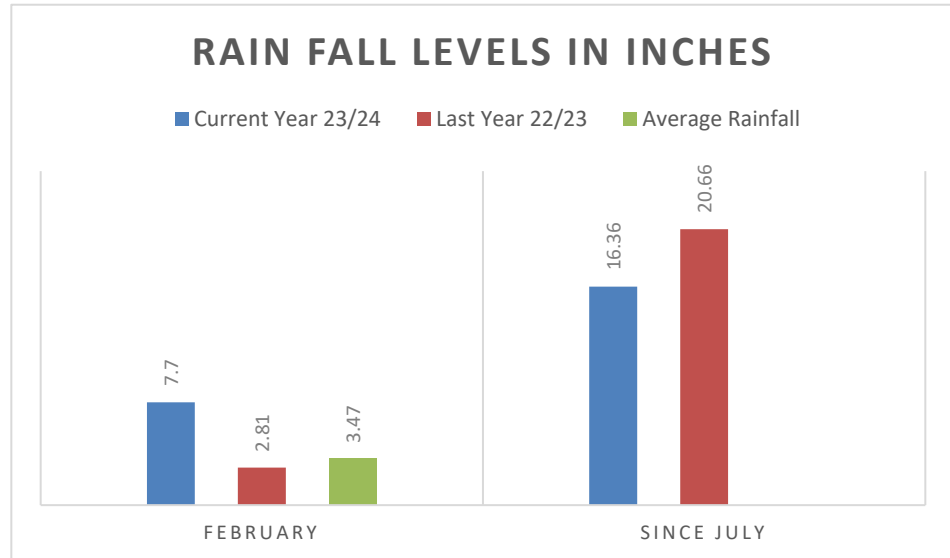


## Operations Manager's Report March 2024

**Rain Fall Totals:**

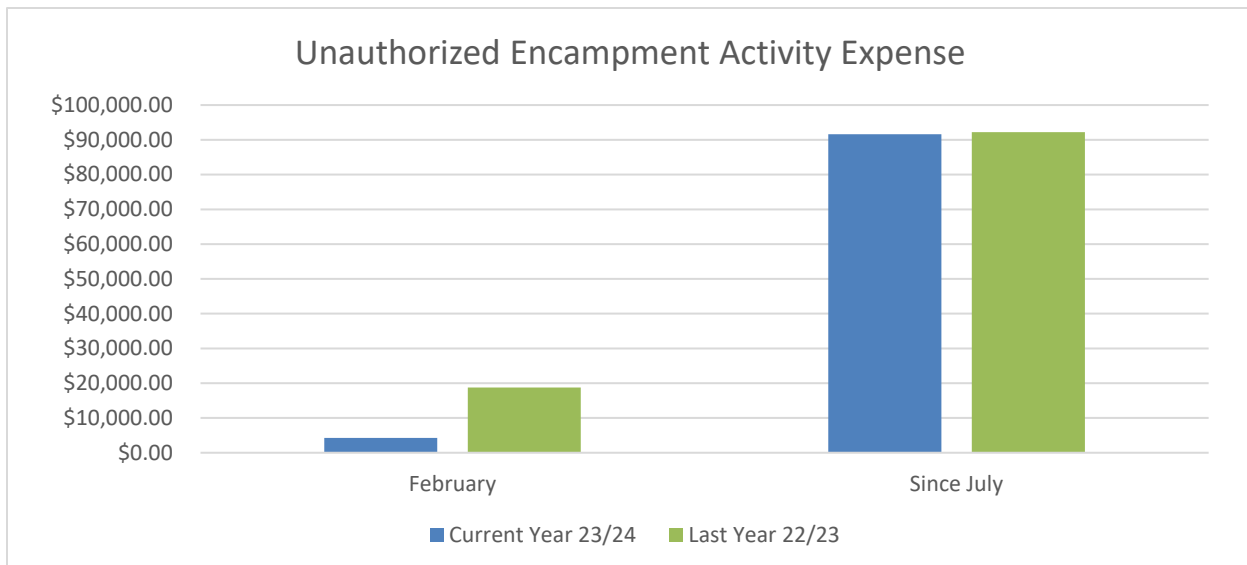
February 2024  
Rain Totals = 7.7"  
February Average = 3.47"

Rain Totals Since  
July 1, 2023= 16.36"



**Unauthorized Encampment Activity** During the month of February, the District spent a total of 34.50 hours on unauthorized encampment related activities, with a total cost to the District of \$4,243. This total includes labor and quipment costs.

**Unauthorized Encampment Activity – Year to Date** This fiscal year to date the District has spent a total of 780 crew hours on unauthorized encampment activity for a total cost to the district of \$91,597.00. This total includes labor,\* equipment costs.



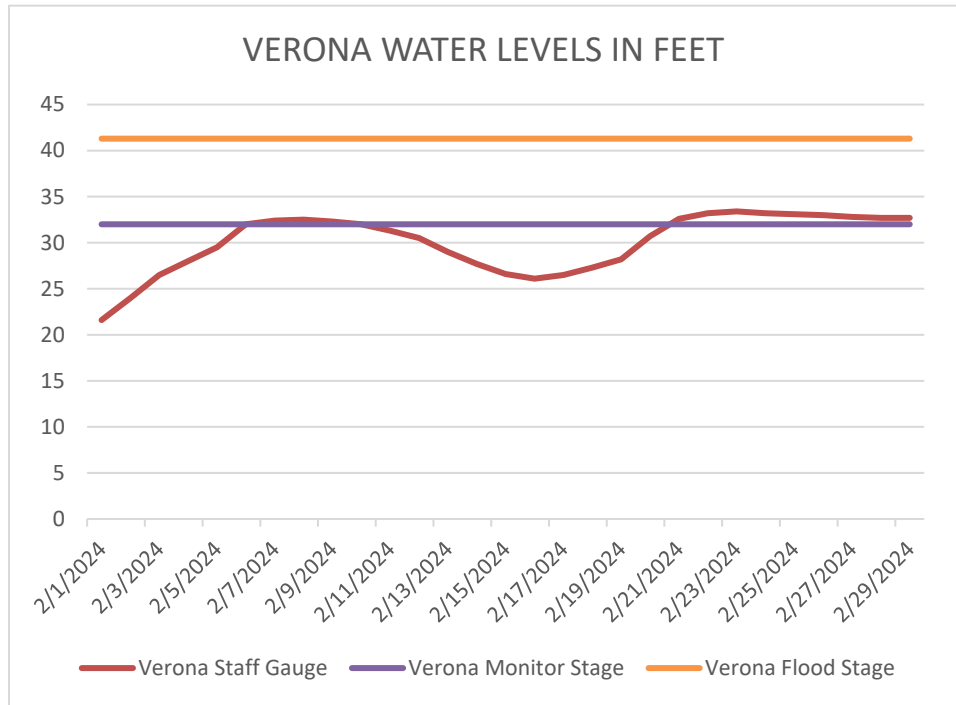
**Verona River Levels:**

H: 33.4'

L: 21.6'

Monitor Level: 32'

Flood Stage: 41.3'



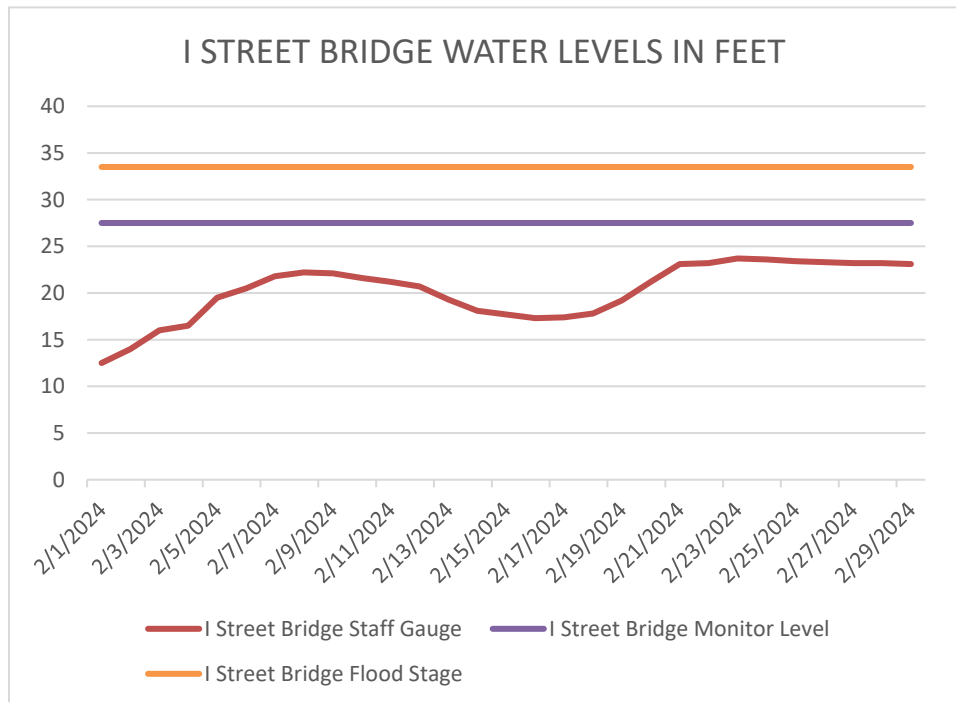
**I Street River Levels:**

H: 23.7'

L: 12.5'

Monitor Level: 27.5'

Flood Stage: 33.5'





The chart below represents various activities the field crew spent their time working on during the month of February 2024.

RD 1000 Field Crew	*Field Hours Worked	Activity
	698	Levee Patrol
	347	Pumping Rounds
	192	Access Road AB Program
	62	Equipment Maintenance & Repairs

*\*Hours worked do not include the Operations Manager's time.*

### Pumping

Please review the pumping data below, specifically pertaining to pump totals in February. A total of 20,314.8 acre-feet was pumped from the Basin.

Pumping Plant	Pump	Hours / Ac-ft
Plant 1B	Pump #2	277.6 Hrs / 2720.5 Ac-ft
	Pump #4	50.6 Hrs / 495.9 Ac-ft
Plant 2	Pump #2	571.5 Hrs / 1657.4 Ac-ft
Plant 3	Pump #1	527 Hrs / 2371.5 Ac-ft
	Pump #2	164.6 Hrs / 740.7 Ac-ft
	Pump #3	34.5 Hrs / 193.2 Ac-ft
Plant 8	Pump #4	10.9 Hrs / 73 Ac-ft
	Pump #1	645.2 Hrs / 6774.6 Ac-ft
	Pump #2	9.5 Hrs / 96.6 Ac-ft
	Pump #3	636.4 Hrs / 2418.3 Ac-ft
	Pump #6	46.1 Hrs / 484.1 Ac-ft
	Pump #7	218 Hrs / 2289 Ac-ft

### Safety Topics for the Month of February

Material Handling and Storage – Safety for Palletized Materials

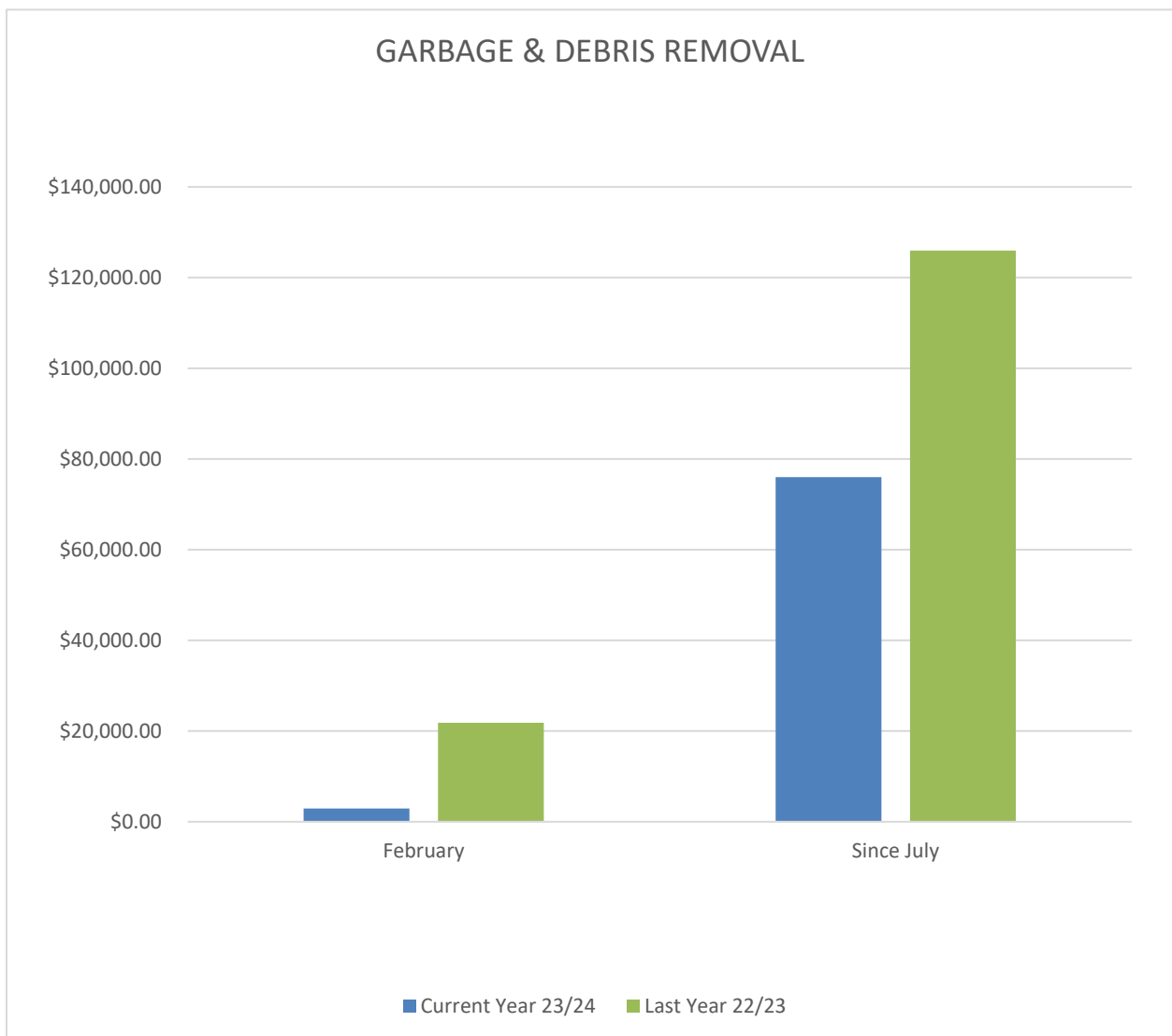
Material Handling and Storage – Pallet and Storage Rack Safety

Material Handling and Storage – Safe Lifting Techniques

Fall Prevention – General Statistics Related to Slips, Trips and Falls

**Garbage & Debris Activity** – During the month of February, the District spent a total of 24 crew hours on garbage removal activities with at total cost to the District of \$2937.9. This total includes labor and equipment costs.

**Garbage & Debris Activity – Year to Date** This fiscal year to date the District spent a total of 450.50 crew hours on garbage removal activities with at total cost to the District of \$75,989.45. This total includes labor and equipment costs.



Maintenance Work Schedule		1-Feb Through 29-Feb		
Crew 1	1-Feb	8-Feb	15-Feb	22-Feb
<b>Beto Gutierrez</b>				
Truck # 57	* Homeless encampment posting at Airport/San Juan and behind Home Depot * Inspected all pump plants, District facilities and removed debris behind trash racks. * Performed all weather access road repairs along the North Drain	* Inspected all pump plants, District facilities and removed debris behind trash racks. * Performed all weather access road repairs along the North Drain	* 24-Hr Patrol	* 24-Hr Patrol
<b>Crew 2</b>	<b>1-Feb</b>	<b>8-Feb</b>	<b>15-Feb</b>	<b>22-Feb</b>
<b>Jose Ramirez</b>				
Truck # 56	* Performed new employee training * Inspected all pump plants, District facilities and removed debris behind trash racks.	* Inspected all pump plants, District facilities and removed debris behind trash racks. * Performed all weather access road repairs along the North Drain	* Performed all weather access road repairs along the North Drain * Performed garbage removal throughout the District * 24-Hr Patrol	* 24-Hr Patrol
<b>Crew 3</b>	<b>1-Feb</b>	<b>8-Feb</b>	<b>15-Feb</b>	<b>22-Feb</b>
<b>Taylor Tikalsky</b>				
Truck # 55	* Homeless encampment posting at Airport/San Juan and behind Home Depot * Inspected all pump plants, District facilities and removed debris behind trash racks. * Performed all weather access road repairs along the North Drain	* Performed all weather access road repairs along the North Drain	* Inspected all pump plants, District facilities and removed debris behind trash racks. * Performed all weather access road repairs along the North Drain * 24-Hr Patrol	* 24-Hr Patrol
<b>Crew 4</b>	<b>1-Feb</b>	<b>8-Feb</b>	<b>15-Feb</b>	<b>22-Feb</b>
<b>Bryan Hall</b>				
Truck # 69	* Unit Pumping Plant #3 Trash Rack Repairs * Cleaned and organized shop * #45 - Electrical System Repairs * Gathered engine family numbers for ACF Regulation * #49 - Electrical System Repairs * #21 - Replaced headlights * #69 - Cleaned vehicle * #61 - Replaced windshield * #54 - Replaced mower skids * Access control gate repairs * PP#2 trash rack chain adjustment	* Access control gate repairs * #45 - Electrical System and PTO Repairs * Inspected all pump plants, District facilities and removed debris behind trash racks * Cleaned and organized shop	* Cleaned and organized shop * 24-Hr Patrol	* 24-Hr Patrol
<b>Crew 5</b>	<b>1-Feb</b>	<b>8-Feb</b>	<b>15-Feb</b>	<b>22-Feb</b>
<b>Ray Lewis</b>				
Truck: #58	* Homeless encampment posting at Airport/San Juan and behind Home Depot * Inspected all pump plants, District facilities and removed debris behind trash racks. * Performed all weather access road repairs along the North Drain	* Performed all weather access road repairs along the North Drain	* Performed all weather access road repairs along the North Drain * Performed garbage removal throughout the District * 24-Hr Patrol	* 24-Hr Patrol
<b>Crew 6</b>	<b>1-Feb</b>	<b>8-Feb</b>	<b>15-Feb</b>	<b>22-Feb</b>
<b>Michael Rhoads</b>				
Truck: #59	* Homeless encampment posting at Airport/San Juan and behind Home Depot * Inspected all pump plants, District facilities and removed debris behind trash racks. * Performed all weather access road repairs along the North Drain	* Inspected all pump plants, District facilities and removed debris behind trash racks.	* Inspected all pump plants, District facilities and removed debris behind trash racks. * 24-Hr Patrol	* 24-Hr Patrol
<b>Crew 7</b>	<b>1-Feb</b>	<b>8-Feb</b>	<b>15-Feb</b>	<b>22-Feb</b>
<b>Mark Jenkins</b>				
Truck #60	* Homeless encampment posting at Airport/San Juan and behind Home Depot * Inspected all pump plants, District facilities and removed debris behind trash racks. * Performed all weather access road repairs along the North Drain	* Performed all weather access road repairs along the North Drain	* Performed all weather access road repairs along the North Drain * Performed garbage removal throughout the District * 24-Hr Patrol	* 24-Hr Patrol



## Homeless Encampment Activity Report March 2024

The attachment below is intended to inform the Board of the homeless encampment activities during the month of February. Following the direction of our SOP, the District is obligated to carry out three (3) postings at each encampment, as outlined below. Noteworthy activities include encampment postings and removals along the East Drain at San Juan/Airport Road and behind Home Depot. Unfortunately, these removals have not been executed due to site conditions and the implementation of the District's Emergency Action Plan (EAP).

### HOMELESS ENCAMPMENT SCHEDULE

Activity	FEBRUARY														
	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH
	2/1/2024	2/2/2024	2/3/2024	2/4/2024	2/5/2024	2/6/2024	2/7/2024	2/8/2024	2/9/2024	2/10/2024	2/11/2024	2/12/2024	2/13/2024	2/14/2024	2/15/2024
Second Posting along the East Drain (San Juan/Airport Rd)	X														
Second Posting along the East Drain (Home Depot)	X														
Final Posting along the East Drain (San Juan/Airport Rd)					X										
Final Posting along the East Drain (Home Depot)					X										
Encampment removal along the East Drain (San Juan/Airport Rd)														X	X
Encmpment removal along the East Drain (Home Depot)														X	X



## RECLAMATION DISTRICT NO. 1000

DATE: MARCH 8, 2023

AGENDA ITEM NO. 4.3

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TITLE: District Counsel's Report – March 2024

SUBJECT: Update on Activities Since the February 2024 Board of Trustees Meeting

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### EXECUTIVE SUMMARY:

Reclamation District 1000's (RD 1000; District) General Counsel, Rebecca Smith and/or Scott Shapiro to provide verbal report of work performed during the month of February 2024.

### ATTACHMENTS:

None

### STAFF RESPONSIBLE FOR REPORT:

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Kevin L. King, General Manager

Date: 03/01/2024



## RECLAMATION DISTRICT NO. 1000

DATE: MARCH 8, 2024

AGENDA ITEM NO. 5.1

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**TITLE:** Approval of Minutes

**SUBJECT:** Approval of Minutes from February 9, 2024 Regular Board Meeting

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**EXECUTIVE SUMMARY:**

This staff report serves as the official record of the Board of Trustees monthly meetings. This document details meeting participants, proof of items discussed, summaries of board meeting discussions, and the Board's actions. Staff recommends Board approval of meeting minutes from the following Board Meeting:

- February 9, 2024 Regular Board Meeting (Attachment No. 1)

The Ralph M. Brown Act (Gov. Code §54950 et seq.) governs meetings by public commissions, boards and councils, and public agencies in California. The Act facilitates public transparency and public participation in local government decisions. The Act also contains specific exemptions from the open meeting requirements where governmental agencies demonstrate a need for confidentiality. Reclamation District No. 1000 documents meetings of the Board of Trustees through Board Minutes to further comply with transparency.

**RECOMMENDATION:**

Staff recommends that the Board approve the Minutes from the following Board Meeting:

- February 9, 2024 Regular Board Meeting (Attachment No. 1)

**ATTACHMENTS:**

1. February 9, 2024 Regular Board Meeting

**STAFF RESPONSIBLE FOR REPORT:**

  
\_\_\_\_\_  
Joleen Gutierrez, Administrative Service Manager

Date: 03/01/2024

  
\_\_\_\_\_  
Kevin L. King, General Manager

Date: 03/01/2024



# Protecting Natomas *Since 1911*

Learn more at [RD1000.ORG](http://RD1000.ORG)

**RECLAMATION DISTRICT NO. 1000  
BOARD OF TRUSTEES**

**AGENDA ITEM 5.1  
ATTACHMENT NO. 1**

**FEBRUARY 9, 2024  
MEETING MINUTES**

Members of the Board of Trustees and the public participated in this meeting in person and by teleconference. Present were Board Vice President Thomas Gilbert; Trustee Nick Avdis; Trustee Thomas Barandas; Trustee Thomas Smith; General Counsel Rebecca Smith (remote); General Manager Kevin King; Operations Manager Gabe Holleman; Administrative Services Manager Joleen Gutierrez; and Administrative Assistant Christina Forehand.

**1. PRELIMINARY**

1.1. Call Meeting to Order

Board President Elena Lee Reeder called the meeting to order.

1.2. Roll Call

Trustees Present: Trustee Gilbert, Avdis, Barandas, Smith

Trustees Absent: Trustee Lee Reeder, Bains, Perez

1.3. Approval of Agenda

MOVED/SECOND: Trustee Avdis/Trustee Barandas

AYES: Trustee Avdis, Barandas, Gilbert, Smith

NOES: None

ABSENT: Trustee Lee Reeder, Bains, Perez

ABSTAIN: None

ACTION: The motion to approve the February 9, 2024, Board Meeting agenda is approved.

1.4. Pledge of Allegiance

Trustee Smith led the Pledge of Allegiance.

1.5. Conflict of Interest

There were no public comments.

**2. PRESENTATIONS**

There were no scheduled presentations

**3. PUBLIC COMMENT (NON-AGENDA ITEMS)**

No public comments were received or made during the meeting.

#### 4. INFORMATIONAL ITEMS

##### 4.1. GENERAL MANAGER'S REPORT: Update on activities since the January 2024 Board Meeting.

General Manager King stated that he has been fielding inquiries from the media and the public regarding recent storms and flood protection. He also said that while we have addressed repairs as they have come up, there is still a risk of failure due to aging mechanical and electrical equipment. Despite this, we are as prepared as possible with our available resources.

##### Recent Storms

GM King shared that a concern this year is the combination of high winds and saturated soil, which leads to downed trees and power outages. In the last storm, we lost power at Pumping Plant 1B, but power was restored within 10 seconds with the switchgear transitioning to generator power. Currently, the District has one backup generator and one offline plant. Thankfully, restoring power to the District pumping plants is a priority for SMUD and PG&E due to our essential service. He also said that staff is actively seeking grant funding and appropriations for additional backup generators since we currently only have one.

In the recent storm, the District fared well. The exterior levee system performed as expected, as did the interior canals and drainage system. Pumping also performed as expected.

##### CSDA

GM King announced that CSDA Board of Directors nominations are opening up, and he is interested in being nominated again.

GM King had an opportunity through CSDA to meet with Congressman Bera, talk about Special Districts, and advocate for project funding for flood protection in Natomas. Congressman Bera is looking forward to our submitted application for the Community Project Fund.

CSDA is driving a national dialogue on a federal definition for Special Districts. CSDA's goal is to streamline the allocated federal resources to districts that urgently need the funding.

##### Parcel Acquisition

GM King noted that we are in the middle of the Pumping Plant 8 design and have identified the need for additional space. To address this, he has engaged nearby property owners, and the South of Plant 8 owner is interested and motivated in selling the entire parcel. GM King is working with KSN and an appraiser to see the cost of acquiring the whole parcel. The parcel includes an existing tilted warehouse, ideal for a flood storage facility, and additional space for a potential corporation yard and training center. GM King would consider selling Rosin Court to facilitate the purchase of the new Plant 8 parcel.



### Billboards on District Property

GM King has identified four locations on district property that could be ideal for electronic billboards. GM King is working with a consultant he worked with previously to prepare a cost of services for the permitting process. The same consultant would serve as the project manager for this project and prepare a feasibility cost/benefit analysis for identified locations. The District would then RFQ out to advertising companies to design/build. Anticipated income is over 100k annually.

#### 4.2. OPERATIONS MANAGER'S REPORT: Update on activities since the January 2024 Board Meeting.

OM Holleman informed that the operations crew has been actively engaged in pumping plant rounds, ensuring all equipment is serviced and working correctly. The crew has spent some time with encampment removal postings at San Juan and Airport Road. OM Holleman stated that he is waiting for the weather to clear before equipment can access this area for a cleanup.

GM King added the following operations updates:

#### Storm Updates/Communications

To avoid potential serial meetings and Brown Act violations, GM King announced that he would deliver storm and Emergency Action Plan updates through app alerts rather than rely on group text messages or email exchanges. ASM Gutierrez has already identified several apps suitable for this purpose.

#### River Levels/Emergency Action Plan

GM King reported river levels reached 32 ft level at Verona. We had staff on 12-hour days but did not activate EAP monitoring because the weather was forecasted to dry out, providing relief.

#### 4.3. DISTRICT COUNSEL'S REPORT: Update on activities since the January 2024 Board Meeting.

District Counsel provided a verbal update on activities in January 2024.

### **5. CONSENT CALENDAR**

*The Board considers all Consent Calendar items to be routine and will adopt them in one motion. There will be no discussion on these items before the Board votes on the motion, unless Trustees, staff or the public request specific items be discussed and/or removed from the Consent Calendar.*

There were no comments or questions.

MOVED/SECOND: Trustee Avdis/Trustee Barandas

AYES: Trustee Avdis, Barandas, Gilbert, Smith

NOES: None

ABSENT: Trustee Lee Reeder, Bains, Perez

ABSTAIN: None

ACTION: The motion to approve the Consent Calendar is approved.

- 5.1. APPROVAL OF MINUTES: Approval of Minutes from the January 12, 2024, Board Meeting.
- 5.2. TREASURER’S REPORT: Approve Treasurer’s Report for January 2024.
- 5.3. EXPENDITURE REPORT: Review and Accept Report for January 2024.
- 5.4. BUDGET TO ACTUAL REPORT: Review and Accept Report for January 2024.
- 5.5. WARRANT FOR FUND TRANSFER: Review and Consider Approval of Warrant for Transferring Funds between Investment Accounts.
- 5.6. RECEIVE AND FILE: Receive and File Sacramento County Annual Investment Policy of the Pooled Investment Fund – Calendar Year 2024.
- 5.7. BANKING AUTHORIZATION: Review and Consider Adoption of Resolution No. 2024-02-01 Authorizing Officers and Trustees as Signatories to the Operations and Maintenance Funds Held by Sacramento County Treasurer.

## **6. SCHEDULED ITEMS**

- 6.1. PROFESSIONAL SERVICES AGREEMENT: Review and Consider Authorizing the General Manager to Execute a Professional Services Agreement with LWA, INC. for Development Impact Fee Study Update and Support Services.

GM King stated that the District should revisit and update the District’s Development Impact Fee every five years. The last update was in 2019. GM King would request that LWA reviews evaluate to determine if it fits into the Fee and determine the rate if it does, and then write up the conditions of approval and submit the conditions of approval for that development.

Trustee Smith inquired about the purpose of impact fees. GM King explained that these fees cover additional expenses surpassing current costs. For example, an increase in the District’s cost of asset replacement (capital improvements) and a larger pump for stormwater removal, electrical, or operational costs that exceed the current costs would all have to be paid for by the developer to ensure that existing rate-payers are not subsidizing them.

There were no public comments made.

MOVED/SECOND: Trustee Avdis/Trustee Smith

AYES: Trustee Avdis, Barandas, Gilbert, Smith

NOES: None

ABSENT: Trustee Lee Reeder, Bains, Perez

ABSTAIN: None

ACTION: The motion to authorize the General Manager to execute a Professional Services Agreement with LWA, Inc. for Development Impact Fee Study Update and Support Services is approved.

6.2. SPONSORSHIP REQUEST: Review and Consider Sponsorship Request from Asian Pacific Islander American Public Affairs (APAPA) – Nonprofit Fed Tax ID #55-0849384.

GM King noted that the District has received a sponsorship request (at the Silver Level) from Asian Pacific Islander American Public Affairs (APAPA). Recognized at this event will be RD1000 Board President Elena Lee Reeder.

GM King stated the District would be looking to update its sponsorship policy soon, but nothing precludes the District from sponsoring an event without one in place.

Trustee Smith and Avidis agree to support the event, receive recognition for our Board President, and receive additional exposure for RD1000.

There were no public comments and no further discussion by the Board.

MOVED/SECOND: Trustee Smith/Trustee Avidis

AYES: Trustee Avidis, Barandas, Gilbert, Smith

NOES: None

ABSENT: Trustee Lee Reeder, Bains, Perez

ABSTAIN: None

ACTION: The motion to respond to the APAPA sponsorship request at the Silver Level (\$1,000) to support the event is approved.

## **7. BOARD OF TRUSTEE'S COMMENTS/REPORTS**

### **7.1. BOARD ACTIVITY UPDATES:**

#### **7.1.1. Committee Meetings Since Last Board Meeting**

- Executive Committee (Lee Reeder & Gilbert) January 31, 2024

#### **7.1.2. Upcoming Meetings**

- SAFCA Board Meeting – February 15, 2024 @ 3:00 pm
- RD 1000 Executive Committee Meeting – February 28, 2024 @ 8:00 am
- RD 1000 Board Meeting – March 8, 2024 @ 8:00 am

## **8. CLOSED SESSION**

8.1. PERSONNEL EVALUATION: Pursuant to Government Code § 54957, hold annual personnel evaluation of the General Manager. The Board will appraise and comment upon the performance of the General Manager. If any substantial changes in duties, compensation or benefits are to be considered or proposed, they will be considered in open session.

The Board went into Closed Session at 8:42 am.

**9. RECONVENE TO OPEN SESSION**

9.1. Report from Closed Session.

Counsel Smith stated that there are no updates or information to share from the closed session.

**10. ADJOURN**

MOVED/SECOND: Trustee Avdis/Smith

AYES: Trustee Avdis, Barandas, Gilbert, Smith

NOES: None

ABSENT: Trustee Lee Reeder, Bains, Perez

ABSTAIN: None

ACTION: None



## RECLAMATION DISTRICT NO. 1000

DATE: MARCH 8, 2024

AGENDA ITEM NO. 5.2

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TITLE: Treasurer's Report

SUBJECT: Approve Treasurer's Report for February 2024

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### EXECUTIVE SUMMARY:

This Staff Report aims to inform the Board of the current total funds in the District's checking and money market accounts, Sacramento County Treasurer Fund, State Treasurer Local Agency Investment Fund (LAIF), and the City of Sacramento Pooled Investment Fund.

The attached report provides monthly beginning and ending balances for operations and maintenance cash flow. It includes the current month's receipts, fund-to-fund transfers, accounts payable, and payroll. The Treasurer's Report also features notable fund and cash flow items for February 2024.

The District maintains funds in the California State Controller Local Agency Investment Fund (LAIF), the Sacramento County Treasurer, and BMO. In the fiscal year 2023-2024, the District will primarily rely on levied property assessments and the newly approved Stormwater Fee for its income. Sacramento and Sutter County property tax bills collect these assessments and fees.

The Board of Trustees approves an annual resolution that designates officers and signatories to the Operations and Maintenance Fund held by the Sacramento County Treasurer. The District's Financial Reserve Policy guides current, future, and unexpected funding requirements. In contrast, the District's Investment Policy guides investments made by the District of any surplus or reserve funds it may have.

### RECOMMENDATION:

Staff recommends the Board approve the February 2024 Treasurer's Report.

### ATTACHMENTS:

1. Treasurer's Report February 2024

### STAFF RESPONSIBLE FOR REPORT:

  
\_\_\_\_\_  
Joleen Gutierrez, Administrative Services Manager

Date: 03/01/2024

  
\_\_\_\_\_  
Kevin L. King, General Manager

Date: 03/01/2024

Reclamation District 1000  
Treasurer's Report  
February 2024

**Treasurer's Report for February 2024**

February 2024		Ending Balance @ 2/29/24
<b>Total Funds at 2/29/24</b>		<b>9,501,290.04</b>
BMO - Checking*	Included in O&M cash flow below	1,122,428.09
BMO - Money Market	Included in O&M cash flow below	190,402.57
BMO FMAP	Included in O&M cash flow below	1,167.70
Sacramento County Treasurer		3,107,874.18
Sacramento County Treasurer - Stormwater Fund		1,412,915.89
State Treasurer - Local Agency Investment Fund		1,415,984.16
City of Sacramento - Pool A		2,250,517.45

February 2024 - Operations and Maintenance Cash Flow	Money Market	FMAP	Operating Checking	Combined O&M
<b>Beginning Balance at 2/1/24</b>	90,402.57	141,237.95	248,997.18	480,637.70
Transfers from LAIF to money market account	100,000.00	-	-	100,000.00
Transfers from FMAP to operating account	-	(140,070.25)	140,070.25	-
Transfers from County Treasury to operating account	-	-	1,000,000.00	1,000,000.00
Current months receipts	-	-	162,398.08	162,398.08
Accounts Payable*	-	-	(318,043.29)	(318,043.29)
Payroll	-	-	(110,994.13)	(110,994.13)
<b>Ending Balance at 2/29/24</b>	<b>190,402.57</b>	<b>1,167.70</b>	<b>1,122,428.09</b>	<b>1,313,998.36</b>

\*See Attached Check Register

Current months receipts are made up of the following:

Cal OES	23,415.68
Developer activity	7,768.34
Insurance proceeds from Network Adjusters	82,390.00
Refund from Intuit	4,118.00
Refund from Lehr	1,135.52
Unclaimed property receipt from County	60.00
Sacramento County DWR	43,233.59
US Bank incentive payment	276.95
<b>Total</b>	<b>162,398.08</b>



# RECLAMATION DISTRICT NO. 1000

DATE: MARCH 8, 2024

AGENDA ITEM NO. 5.3

TITLE: Expenditure Report

SUBJECT: Review and Accept Reports for February 2024

### EXECUTIVE SUMMARY:

This Staff Report informs the Board about monthly expenditures and highlights any expenses that deviate from the typical course of business. Staff recommends that the Board review and accept the Expenditure Report for February 2024.

The Administrative Services Manager reviews, and the General Manager approves expenditures. This activity is disclosed monthly as an attachment to this staff report.

The Expenditure Report (Attachment 1) notes a few items: \$22,520 to Brookman Protection Services for security patrol on the NEMDC and \$60,397 to SMUD for power.

The District also reimbursed DWR \$140,070 for the unused portion of 2023 FMAP grant funds.

### RECOMMENDATION:

Staff recommends that the Board review and accept the Expenditure Reports for February 2024.

### ATTACHMENTS:

1. February 2024 Expenditure Report

### STAFF RESPONSIBLE FOR REPORT:

  
 \_\_\_\_\_  
 Joleen Gutierrez, Administrative Services Manager

Date: 03/01/2024

  
 \_\_\_\_\_  
 Kevin L. King, General Manager

Date: 03/01/2024

## February 2024 Expenditure Report – O&M

AGENDA ITEM 5.3  
ATTACHMENT NO. 1

Date	Transaction Type	Num	Name	Memo/Description	Debit	Credit	Balance
	Beginning Balance						248,997.18
02/01/2024	Bill Payment (Check)	52263	Downey Brand LLP	Inv 595606, 595603		2,176.00	246,821.18
02/01/2024	Bill Payment (Check)	52264	MBK Engineers	Inv 13128		796.50	246,024.68
02/01/2024	Bill Payment (Check)	52262	Amplify 360 Inc	Inv 2141		1,742.50	244,282.18
02/01/2024	Bill Payment (Check)	3241308843	City of Sacramento	Acct 1905200485		19.12	244,263.06
02/01/2024	Bill Payment (Check)	3241291531	City of Sacramento	Acct 0010065857		74.13	244,188.93
02/01/2024	Bill Payment (Check)	1002569465	Cal Pers	Gutierrez 457		1,030.64	243,158.29
02/01/2024	Bill Payment (Check)	52265	Occupational Health Centers of CA	Inv 81882221		252.00	242,906.29
02/01/2024	Bill Payment (Check)	52266	Smile Business Products	Inv 1175837		82.07	242,824.22
02/01/2024	Bill Payment (Check)	52267	SMUD	Acct 7000000317		60,397.06	182,427.16
02/01/2024	Bill Payment (Check)	52268	Terrapin Technology Group	Inv 232203		1,096.64	181,330.52
02/01/2024	Bill Payment (Check)	2012024	Alhambra & Sierra Springs	Inv 6169212012624 2/5/24 payroll activity		85.41	181,245.11
02/05/2024	Journal Entry	1				36,362.74	144,882.37
02/05/2024	Deposit		Cal OES		23,415.68		168,298.05
02/05/2024	Payment	1697	Upper Westside		7,768.34		176,066.39
02/05/2024	Deposit		Network Adjusters Inc		82,390.00		258,456.39
02/05/2024	Journal Entry	1		2/5/24 payroll activity		16,924.30	241,532.09
02/07/2024	Bill Payment (Check)	52269	ACWA JPIA	204		1,737.30	239,794.79
02/07/2024	Bill Payment (Check)	52270	Airgas NCN	2140381		513.13	239,281.66
02/07/2024	Bill Payment (Check)	52271	Brookman Protection Services, Inc.	Inv 24-025, 24-026		22,520.00	216,761.66
02/07/2024	Bill Payment (Check)	52272	Carson Landscape Industries	1080		400.00	216,361.66
02/07/2024	Bill Payment (Check)	52274	Jan-Pro			440.00	215,921.66
02/07/2024	Bill Payment (Check)	52275	Natomas Chamber of Commerce			225.00	215,696.66
02/07/2024	Bill Payment (Check)	52276	Robert G Merritt			1,615.00	214,081.66
02/07/2024	Bill Payment (Check)	52277	Streamline			249.00	213,832.66
02/07/2024	Bill Payment (Check)	52278	US Bank Corp	Accts ending 5312, 1506 33167566616921		2,300.75	211,531.91
02/07/2024	Bill Payment (Check)	2072024	Alhambra & Sierra Springs	2		68.74	211,463.17
02/07/2024	Bill Payment (Check)	1002573956	Cal Pers			9,430.08	202,033.09
02/07/2024	Bill Payment (Check)	03804320244 451	PG&E			401.99	201,631.10
02/07/2024	Bill Payment (Check)	3842507111	City of Sacramento			53.04	201,578.06
02/07/2024	Bill Payment (Check)	3842528251	City of Sacramento			103.00	201,475.06



02/07/2024	Bill Payment (Check)	3842684561	City of Sacramento		87.15	201,387.91
02/07/2024	Bill Payment (Check)	3842699639	City of Sacramento		64.72	201,323.19
02/07/2024	Bill Payment (Check)	80089128506	Waste Management of Sacramento		1,185.07	200,138.12
02/07/2024	Bill Payment (Check)	52273	Cintas	Inv 9258072306, 8258074229	233.82	199,904.30
02/07/2024	Deposit		Intuit Market		4,118.00	204,022.30
02/09/2024	Journal Entry	11		ADP payroll fees	115.10	203,907.20
02/12/2024	Bill Payment (Check)	52279	APAPA HQ		1,000.00	202,907.20
02/14/2024	Bill Payment (Check)	259087548	Napa Auto Parts	20906137 2023 FMAP Unused Funds Close Out	159.88	202,747.32
02/14/2024	Bill Payment (Check)	52290	Department of Water Resources		140,070.25	62,677.07
02/14/2024	Bill Payment (Check)	52289	Verizon Connect Fleet USA LLC	Inv 100000147493	632.95	62,044.12
02/14/2024	Bill Payment (Check)	52288	Verizon	Inv 9955661753	198.71	61,845.41
02/14/2024	Bill Payment (Check)	52287	UBEO	Inv 4404858	4,875.00	56,970.41
02/14/2024	Bill Payment (Check)	52286	Richardson & Company LLP	Inv 113102	645.00	56,325.41
02/14/2024	Bill Payment (Check)	52285	Interstate Oil Company	41-0068266	2,981.24	53,344.17
02/14/2024	Bill Payment (Check)	52284	Holt of California	Inv 1128149	101.29	53,242.88
02/14/2024	Bill Payment (Check)	52283	Green Light Termite and Pest	Inv 015558210	85.00	53,157.88
02/14/2024	Bill Payment (Check)	52282	County of Sacramento - Municipal Services	Inv 73935	444.95	52,712.93
02/14/2024	Bill Payment (Check)	52281	Carson Landscape Industries	Inv 422342	940.00	51,772.93
02/14/2024	Bill Payment (Check)	52280	AT&T	9391052144 2/15/2 payroll activity	2,656.11	49,116.82
02/15/2024	Journal Entry	7		FMAP 2023 refunded to DWR 2/15/2 payroll activity	40,547.28	8,569.54
02/15/2024	Transfer				140,070.25	148,639.79
02/15/2024	Journal Entry	7			17,159.81	131,479.98
02/19/2024	Bill Payment (Check)	1002581099	Cal Pers		1,300.00	130,179.98
02/20/2024	Journal Entry	18		Unclaimed property from County	60.00	130,239.98
02/20/2024	Bill Payment (Check)	52293	J Franko Electric	Inv 24065	480.00	129,759.98
02/20/2024	Bill Payment (Check)	5140591948	City of Sacramento		184.49	129,575.49
02/20/2024	Bill Payment (Check)	52291	Cintas	Inv 4178097646, 4180961013	259.62	129,315.87
02/20/2024	Bill Payment (Check)	52292	Interstate Oil Company	Inv 624636	6,201.64	123,114.23
02/20/2024	Bill Payment (Check)	5140578542	City of Sacramento		5.64	123,108.59
02/20/2024	Bill Payment (Check)	52294	Kjeldsen, Sinnock & Neudeck, Inc.	Inv 37005	3,366.25	119,742.34
02/20/2024	Bill Payment (Check)	52295	Mead & Hunt	Inv 362329	3,628.75	116,113.59
02/20/2024	Bill Payment (Check)	52296	Security & Asset Management, LP	Inv 5254787	561.64	115,551.95
02/20/2024	Bill Payment (Check)	52297	US Bank Corp	Acct ending 1282	1,499.29	114,052.66

02/20/2024	Bill Payment (Check)	1002581217	Cal Pers		23,269.59	90,783.07	
02/20/2024	Bill Payment (Check)	05100834985 931	PG&E		55.45	90,727.62	
02/20/2024	Bill Payment (Check)	5140604245	City of Sacramento		189.58	90,538.04	
02/21/2024	Payment		Sacramento County DWR	43,233.59		133,771.63	
02/21/2024	Deposit		LEHR	1,135.52		134,907.15	
02/26/2024	Journal Entry	17		1,000,276.95		1,135,184.10	
02/27/2024	Bill Payment (Check)	52299	MBK Engineers	Inv 13402	2,337.50	1,132,846.60	
02/27/2024	Bill Payment (Check)	52300	Miles Treaster & Associates	Quote 116185	495.74	1,132,350.86	
02/27/2024	Bill Payment (Check)	52301	SCI Consulting Group	Inv 11098	7,980.67	1,124,370.19	
02/27/2024	Bill Payment (Check)	52302	Smile Business Products	Inv 1180694	202.73	1,124,167.46	
02/27/2024	Bill Payment (Check)	52303	Yolo County Public Works	01-31-2024 Statement	744.00	1,123,423.46	
02/27/2024	Bill Payment (Check)	52298	Carson Landscape Industries	Inv 423135	380.00	1,123,043.46	
02/27/2024	Bill Payment (Check)	3033816092	Verizon	972466087- 00001	253.79	1,122,789.67	
02/27/2024	Bill Payment (Check)	5841100743	City of Sacramento		155.04	1,122,634.63	
02/27/2024	Bill Payment (Check)	5841132836	City of Sacramento		66.35	1,122,568.28	
02/27/2024	Bill Payment (Check)	63131452149 0748	The Home Depot		38.10	1,122,530.18	
02/27/2024	Bill Payment (Check)	2272024	Alhambra & Sierra Springs	3316756616921 2	102.09	1,122,428.09	
<b>Total for BMO - O&amp;M Checking</b>					<b>\$1,302,468.33</b>	<b>\$ 429,037.42</b>	1,122,428.09
<b>Total for Cash and Investments</b>					<b>\$1,302,468.33</b>	<b>\$ 429,037.42</b>	1,122,428.09
<b>TOTAL</b>					<b>\$1,302,468.33</b>	<b>\$ 429,037.42</b>	1,122,428.09

### Net Activity

Vendor Payments	-318,043.29
Payroll	-110,994.13
Receipts	162,398.08
Transfers from FMAP	140,070.25
Transfers from County Treasury	1,000,000.00



## RECLAMATION DISTRICT NO. 1000

DATE: MARCH 8, 2024

AGENDA ITEM NO. 5.4

---

**TITLE:** Budget to Actual Report

**SUBJECT:** Review and Accept Report for February 2024

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**EXECUTIVE SUMMARY:**

The Budget to Actual Comparison Report provides a monthly overview of the district's progress in achieving its budget objectives for the fiscal year. The monthly report contains a three-column presentation of actual monthly expenditures, the allocated budget for expenditures, and the ratio of actual expenditures to the budgeted amount, providing a look into how closely the District meets its budget goals. Significant variances (if any) will be explained below.

Attachment #1 provides a report for the month ending February 2024. The most significant Administrative expenditures to date include Misc Expenses, Mitigation Land Expenses, Property Taxes, and Annual Memberships. The most significant Operations expenditures include Shop Equipment, Equipment Parts and Supplies, Utilities, Government Fees and Permits, and Security Patrol.

**BACKGROUND:**

Annually, the Board of Trustees adopts the district's annual budget in June. Typically, three board committees review the draft budget prepared by staff. The Personnel Committee reviews the wage and benefits portion of the budget. The Operations Committee reviews the Capital expenditures Budget. After the two committees review and make recommendations regarding the budget, the final draft is prepared for the Finance Committee to consider. After review by the Finance Committee, the final Proposed Budget is presented to the entire Board for review and thirty days later for adoption at a regular Board meeting.

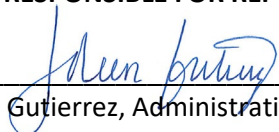
**RECOMMENDATION:**

Staff recommends the Board review and accept the Budget to Actual Comparison Report for February 2024.

**ATTACHMENTS:**

1. Budget to Actual Report February 2024

**STAFF RESPONSIBLE FOR REPORT:**

  
\_\_\_\_\_  
Joleen Gutierrez, Administrative Services Manager

Date: 03/01/2024

  
\_\_\_\_\_  
Kevin L. King, General Manager

Date: 03/01/2024

**AGENDA ITEM 5.4  
ATTACHMENT NO. 1**

**Reclamation District No. 1000  
Budget to Actual Comparison  
July 1, 2023 to February 29, 2024 (Eight Months Ending of Fiscal 2024)**

		Year to Date July 1, 2023 to February 29, 2024	Budget	Percent of Budget
<b>Operation &amp; Maintenance Income</b>				
Property Assessments	Includes stormwater fee	1,885,041	4,025,874	46.82%
Rents		18,681	24,000	77.84%
Interest Income		112,666	80,000	140.83%
SAFCA - O/M Assessment		-	1,463,950	0.00%
Misc Income	Includes \$82k in insurance proceeds	130,948	-	Not budgeted
FMAP Grant		280,930	421,000	66.73%
Annuitant Trust Reimbursement		-	-	Not budgeted
FEMA/OES Reimbursement		117,078	100,000	117.08%
Security Patrol Reimbursement		28,400	60,000	47.33%
<b>Total</b>		<b>2,573,744</b>	<b>6,174,824</b>	<b>41.68%</b>
<b>Restricted Fund</b>				
Metro Airpark Groundwater Pumping		43,234	30,000	144.11%
<b>Total Combined Income</b>		<b>2,616,978</b>	<b>6,204,824</b>	<b>42.18%</b>

**Administration, Operations and Maintenance - Expenses**

**Administration**

Government Fees/Permits		23,631	21,950	107.66%
Legal		32,278	102,500	31.49%
Liability/Auto Insurance		-	197,000	0.00%
Office Supplies		6,991	25,000	27.96%
Computer Costs		23,455	42,600	55.06%
Accounting/Audit		35,890	57,000	62.96%
Admin. Services		9,160	24,500	37.39%
Utilities (Phone/Water/Sewer)		14,680	35,700	41.12%
Mit. Land Expenses		4,995	5,500	90.82%
Administrative Consultants		49,501	81,500	60.74%
Assessment/Property Taxes (SAFCA - CAD)		14,309	11,500	124.43%
Admin - Misc./Other Expenses		4,247	2,800	151.68%
Memberships		40,419	37,600	107.50%
Office Maintenance & Repair		15,102	33,700	44.81%
Payroll Service		1,735	4,500	38.56%
Public Relations		26,086	90,000	28.98%
Small Office & Computer Equipment		14,923	20,750	71.92%
Election		1,220	45,500	2.68%
Conference/Travel/Professional Development		17,524	60,000	29.21%
<b>Sub Total</b>		<b>336,146</b>	<b>899,600</b>	<b>37.37%</b>

**Personnel/Labor**

Wages		822,097	1,264,664	65.01%
Group Insurance		115,853	161,096	71.92%
Worker's Compensation Insurance		23,259	35,000	66.45%
OPEB - ARC		-	75,205	0.00%
Dental/Vision/Life		17,512	28,628	61.17%
Payroll Taxes		59,871	93,356	64.13%
Pension		141,076	340,941	41.38%
Continuing Education		5,601	12,000	46.68%

Trustee Fees	14,175	30,000	47.25%
Annuitant Health Care	61,500	97,631	62.99%
	<hr/>	<hr/>	
<b>Sub Total</b>	<b>1,260,944</b>	<b>2,138,521</b>	<b>58.96%</b>

**Operations**

Power	275,408	490,000	56.21%
Supplies/Materials	13,971	23,000	60.74%
Herbicide	89,777	160,000	56.11%
Fuel	49,515	85,000	58.25%
Field Services	105,632	260,500	40.55%
Field Operations Consultants	14,186	16,200	87.57%
Equipment Rental	-	4,000	0.00%
Refuse Collection	23,583	50,000	47.17%
Equipment Repair/Service	19,413	40,000	48.53%
Equipment Parts/Supplies	31,946	35,000	91.27%
Facility Repairs	130,615	561,000	23.28%
Shop Equipment (not vehicles)	31,057	30,000	103.52%
Field Equipment	3,264	17,000	19.20%
Misc/Other 2	2,658	5,000	53.16%
Utilities - Field	16,569	16,891	98.09%
Government Fees/Permits - Field	5,568	3,500	159.09%
FEMA Permits	-	11,500	0.00%

**Sub Total****813,162****1,808,591****44.96%****Equipment**

Equipment	2,100	260,000	0.81%
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**Sub Total****2,100****260,000****0.81%****Consulting/Contracts/Memberships**

Engineering/Technical Consultants	96,328	107,000	90.03%
Security Patrol	190,520	215,000	88.61%
Temporary Admin	5,736	20,000	28.68%

**Sub Total****292,584****342,000****85.55%****FMAP Expenditures**

LOI/SWIF (Consultants)	4,801	-	Not budgeted
Equipment	-	-	Not budgeted
Operations & Maintenance (Field)	261,389	421,000	62.09%
Administrative	206	-	Not budgeted

**Sub Total****266,396****421,000****63.28%****Total A, O & M Expenses****2,971,332****5,869,712****50.62%****Capital Expenses**

Capital Office Upgrades	9,515	125,000	7.61%
Capital RE Acquisition	-	-	Not budgeted
Capital Office Facility Repair	-	75,000	0.00%
Capital Facilities	55,616	975,000	5.70%

**Sub Total****65,131****1,175,000****5.54%****Total All Expenditures****3,036,463****7,044,712****43.10%**



## RECLAMATION DISTRICT NO. 1000

DATE: March 8, 2024

AGENDA ITEM NO. 5.5

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TITLE: Insurance Renewal

SUBJECT: Review and Consider Authorizing General Manager to Execute Annual Insurance Renewal.

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### EXECUTIVE SUMMARY:

Reclamation District No. 1000 (RD1000) must renew its property, auto, and general liability insurance policies annually. These policies share a common anniversary renewal date of April 1.

### Renewal Offer from Cal Mutuals/JPRIMA

Recently, the District received a renewal offer from the California Association of Mutual Water Companies (CalMutuals) and the Joint Powers Risk and Insurance Management Authority (JPRIMA). Munich Re Specialty Insurance will serve as the reinsurer for this coverage. The proposed coverage period for the renewal will run from April 1, 2024, to March 31, 2025.

### Premium and Administration Fees

The annual premium fee for the renewal stands at \$208,285, with JPRIMA administration fees amounting to \$20,930, bringing the total to \$229,215. This represents a 34% year-over-year increase compared to the District's expiring term. The increase is primarily attributed to higher district property valuations and rate adjustments resulting from trending loss ratios over the past 3-5 years.

### About JPRIMA and MRSI

JPRIMA, approved by the State Legislature, operates as a pooling arrangement for Cal-Mutuals members, of which RD1000 is a part. All members contribute premiums (referred to as contributions) to cover losses for first and third-party claims and administrative costs associated with the pool. The coverage under JPRIMA is equivalent to traditional insurance with some enhancements. Importantly, JPRIMA mandates that the program is 100% reinsured to the first dollar, with no joint & several liability, financial liability, or assessments to its members.

The coverage proposal names Munich Re Specialty Insurance (MRSI) as the reinsurer, effective April 1, 2024. MRSI, an Allied Public Risk LLC partner, boasts an AM Best Rating 'Superior' and is the largest reinsurance carrier globally.

**TITLE: Insurance Renewal 2024**

**Policy Options**

During this renewal period, no other insurance options are available for the District.

**Requirement to Join Cal Mutuals**

Given that JPRIMA is set up for its members, the District is required to maintain Cal Mutuals and JRIMA memberships. The associated dues are nominal. Please find the member Agreement for JPRIMA attached to this staff report. (See Attachment #3)

**RECOMMENDATION:**

Staff recommends accepting the renewal offer from Cal Mutuals/JPRIMA and proceeding with the necessary membership requirements.

**FINANCIAL IMPACT:**

The premium is \$229,215.00 (annual term April 1, 2024 – March 31, 2025)

**ATTACHMENTS:**

1. JPRIMA Coverage Proposal and Terms
2. JPRIMA Auto Proposal
3. JPRIMA Member Agreement

**STAFF RESPONSIBLE FOR REPORT:**

  
\_\_\_\_\_  
Joleen Gutierrez, Administrative Services Manager

Date: 03/06/2024

  
\_\_\_\_\_  
Kevin L. King, General Manager

Date: 03/06/2024





**CALIFORNIA ASSOCIATION OF MUTUAL WATER COMPANIES  
JOINT POWERS RISK AND INSURANCE MANAGEMENT AUTHORITY (JPRIMA)  
PACKAGE/AUTO/EXCESS**

**COVERAGE PROPOSAL FOR:**

**Reclamation District 1000**

**COVERAGE PERIOD:**

**4/1/2024 - 4/1/2025**

**PRESENTED BY:**

**PCF Insurance Services of the West LLC dba FOY & Associates**

**PROGRAM MANAGER**

Allied Public Risk, LLC  
CA DBA: Allied Community Insurance Services, LLC  
CA License No. 0L01269  
National Producer No. 17536322  
www.alliedpublicrisk.com  
(858) 866-8966

## PREMIUM SUMMARY

**NOTE:** This proposal is prepared from information supplied to us on the application submitted by you or your insurance broker. It may or may not contain all terms requested on the application. Please review carefully and let us know if any additional information is required. In addition, this proposal may contain unintentional errors or omissions. We encourage you to bring them to our attention for review. This proposal does not amend, or otherwise affect or alter, the provisions of coverage provided. This proposal does not guarantee coverage for specific claims or losses under the policy. The availability of coverage depends on the JPRIMA Memorandum of Coverage (MOC) and is subject to its terms and conditions, the facts surrounding any potential claims, and relevant legal requirements. A specimen MOC is available for your review, as is the JPRIMA Member Agreement. Enrollment in the JPRIMA requires execution of the JPRIMA Member Agreement as well as membership in the California Association of Mutual Water Companies (Cal Mutuals).

SECTION	COVERAGE		PREMIUM
1	<b>PROPERTY</b> (Including Equipment Breakdown, if granted)	\$	83,773.00
2	<b>INLAND MARINE</b>	\$	12,547.00
3	<b>COMMERCIAL CRIME</b> (Including Faithful Performance, if granted)	\$	1,041.00
4	<b>COMMERCIAL GENERAL LIABILITY</b>	\$	31,792.00
5	<b>PUBLIC OFFICIALS &amp; MANAGEMENT LIABILITY</b> (Including Wrongful Acts, Employment Practices, or Employee Benefits, if granted)	\$	7,810.00
6	<b>BUSINESS AUTO</b>	\$	43,227.00
7	<b>COMMERCIAL EXCESS LIABILITY</b> (Including Commercial General Liability, Wrongful Acts, Employment Practices, Employee Benefits, Business Auto, and Employers Liability, if granted)	\$	28,095.00
	<b>MEMBER CONTRIBUTION</b> (excludes state-imposed taxes, surcharges, and fees)	\$	208,285.00
	<b>JPRIMA ADMINISTRATION FEES</b>	\$	20,930.00
	<b>TOTAL AMOUNT DUE*</b>	\$	229,215.00

\*Payment is due within 30 days of the effective date.

**NOTES:**

The JPRIMA MOC has a common anniversary date of April 1.

The Member's FEIN number is required in order to bind coverage.

Terrorism Coverage is automatically included for Property, General Liability and Excess in most regions of CA.

## Section 1. PROPERTY (Included in the proposal? Yes )

<b>ISSUER:</b>	<ul style="list-style-type: none"> <li>California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority (JPRIMA)</li> <li>No Joint and Several Liability for Members</li> <li>100% Reinsured</li> </ul>
<b>REINSURER</b>	<ul style="list-style-type: none"> <li>A+ XV (Superior) A.M. Best Rating</li> <li>AA- Standard &amp; Poor's Rating</li> </ul>
<b>FORM:</b>	Proprietary & Integrated

### LIMITS

Total Insured Values: (Real Property & Business Personal Property)	\$33,905,306	
Loss of Income (aka: Business Income)	\$500,000	
Extra Expense	\$500,000	
Equipment Breakdown	\$33,905,306	
*Flood Zone Low/Moderate [N/A] (Each Occurrence)	Excluded	

\* Munich/APR cannot warrant or provide information as to what zone(s) a specific location/address is situated in. Flood zones can and do change. It is ultimately the responsibility of the member and their insurance advisor to determine if the flood zones and flood limits proposed are adequate for their needs.

### DEDUCTIBLES

Property Deductible (per occurrence)	\$5,000	Flood Zone Low/Moderate (\$) Deductible (per occurrence)	N/A
Equipment Breakdown Deductible (per occurrence) – aboveground and less than 50 feet belowground	\$1,000	Flood Zone Low/Moderate (%) Deductible (per occurrence)	N/A
Equipment Breakdown Deductible (per occurrence) – greater than 50 feet belowground	\$2,500		

### COVERED LOCATIONS:

Per Statement of Values: Blanket coverage applies unless otherwise noted.

### SCHEDULE OF PROPERTY LIMITS – INDIVIDUAL LIMITS

LOC./BLDG NUM	BUILDING DESCRIPTION	BUILDING VALUE	CONTENTS VALUE	TOTAL INSURED VALUE	VALUATION	COINS. %
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This schedule does not apply.

**COINSURANCE:** N/A

### POLICY HIGHLIGHTS:

- Broad Definition of Covered Property
- Option for Special Property Floater
- Form: Special Form (including Theft)
- Proprietary Coverage Extensions

**MEMBER:** Reclamation District 1000  
**EFFECTIVE DATE:** 4/1/2024

**DISCLAIMER:** Actual coverage is subject to the language of the policies as issued. Your issued policy may contain limits, exclusions, and limitations that are not detailed in this proposal.

**VALUATION:**

- Replacement Cost: Real Property & Business Personal Property (All Buildings subject to Property Valuation<sup>2</sup>)
- Actual Loss Sustained: Loss of Income (aka: Business Income)
- Optional Extended Business Income & Extra Expense (12 months or \$1,000,000, whichever is less)

<sup>2</sup>Functional Replacement Cost and/or Actual Cash Value are available for older and lower valued buildings.

**SELECTED OPTIONAL COVERAGES:**

SCADA Upgrades  
Unintentional Errors  
Extension of Coverage Utility Services - Direct Damage

**KEY EXCLUSIONS:**

- Earthquake & Earth Movement
- Flood (unless coverage is designated above, such coverage would be limited to locations in Zone X (Unshaded)/C only)

## SPECIAL COVERAGES

**Newly Acquired or Under Construction Real Property and Related Personal Property:** Pays up to \$1,000,000 for your newly acquired real property or under construction “real property” intended for use in your “operations” acquired or where construction began after policy inception. This applies to “real property” you buy, lease, rent, or construction, including temporary structures. An additional \$500,000 limit of insurance applies to “personal property” located at new premises.

**Equipment Breakdown<sup>3</sup>:** Pays up to the limit in the declarations for direct physical damage to covered real property or personal property and loss of income sustained and extra expense incurred that is the result of an accident or electronic circuitry impairment. The most paid under any one equipment breakdown is the limit for real property and personal property for the applicable premises. The most paid for loss of income or extra expense in any one equipment breakdown is the limit of insurance shown in the declarations under C. Loss of Income and D. Extra Expense, respectively. The limits in this extension are part of and not in addition to the limits applicable in Section I – Coverages.

Under this extension, the following coverages also apply to loss caused by or directly resulting from an accident or electronic circuitry impairment. However, with respect to coverage (9) Service Interruption below, coverage will apply only to the direct result of an accident and will not apply to the direct result of an electronic circuitry impairment. The coverages described in (1) through (10) below do not provide additional amounts of insurance, they are part of and not in addition to the applicable limits of insurance:

- (1) **Data Restoration** – Pays up to your reasonable and necessary cost to research, replace and restore lost electronic data. The most we will pay for loss, damage, or expense for electronic data restoration including actual loss of income you sustain and necessary extra expense you incur is **\$500,000**.
- (2) **Expediting Expenses** – With respect to your covered real property and personal property that is damaged, we will pay the reasonable cost to make temporary repairs; and expedite permanent repairs or permanent replacement. The most we will pay for loss or expense under this coverage is **\$100,000**.
- (3) **Extra Expense** – Extra expense is extended to apply to extra expense incurred as a result of an accident or electronic circuitry impairment covered under this extension, and subject to the policy limit.
- (4) **Green** – Subject to more extensive provisions outlined in the policy, we will pay additional costs for the repair, replacement, disposal, etc. and/or damages as they relate to items associated with a recognized environmental standards program. The most we will pay for any qualifying loss, damage, or expense under this coverage, including actual loss of Business Income you sustain and any necessary Extra Expense you incur is **\$100,000**.
- (5) **Hazardous Substances** – Pays for the additional cost to repair or replace covered real property or personal property because of contamination by a hazardous substance. This includes the additional expense to clean up or dispose of such property. This does not include contamination of perishable goods by refrigerant. The most we will pay for loss, damage, or expense under this coverage, including actual loss of income you sustain and necessary extra expense you incur is **\$250,000**.
- (6) **Loss of Income** – Loss of Income is extended to apply to loss of income sustained as a result of an accident or electronic circuitry impairment covered under this extension, and subject to the policy limit as show in the Equipment Breakdown Coverage Supplemental Declarations.
- (7) **Off-Premises Equipment Breakdown** – Subject to more extensive provisions outlined in the policy, this extends coverage to apply to an accident or electronic circuitry impairment for the following types of equipment used in the member’s firefighting, ambulance or rescue operations, whether mobile/portable or permanently mounted on a vehicle, anywhere in the policy territory: 1) mobile cascade units; 2) mobile electrical generators; 3) portable pumping units; and 4) portable extrication devices, such as jaws-of-life. For equipment other than that used in your firefighting, ambulance or rescue operations, we will pay for physical damage to transportable covered equipment that, at the time of the accident or impairment is not at a covered location, among other offerings. The most we will pay is **\$25,000**.

- (8) Public Relations** – Subject to you sustaining an actual loss of income covered under this extension, this pays for reasonable costs for professional services to create and disseminate communications, when the need for such communications arises direction for the interruption of your business. Communication must be directed to the media, public, or your customers/clients/members. Costs are subject to being incurred during the period of restoration + 30 days. The most we will pay for loss or expense under this coverage is **\$5,000**.
- (9) Service Interruption** – Subject to more extensive provisions outlined in the policy, any insurance provided for loss of income, extra expense, data restoration or spoilage is extended to apply to your loss, damage, or expense caused by a failure or disruption of service.
- (10) Spoilage** – We will pay for physical damage to perishable goods due to spoilage; for physical damage to perishable goods due to contamination from the release of refrigerant; and/or any necessary expenses you incur to reduce the amount of loss under this coverage. Valuation and replacement conditions apply. The most we will pay for loss, damage or expense under this coverage is **\$100,000**.

<sup>3</sup>Please consult the exact policy language for all provisions that apply to each of the above Equipment Breakdown coverage.

**Pollution Remediation Expenses:** Pays up to \$25,000 (covered cause of loss) or \$100,000 (specified cause of loss) for remediation expenses incurred as a result of an actual, alleged, or threatened presence of pollution conditions at a premises described in the Declarations from a Covered Causes of Loss or Specified Cause of Loss occurring during the policy period and reported within 180 days. Covered Causes of Loss means risks of direct physical loss unless the loss is excluded or limited by the Property Coverage Form. Limits may be increased for a charge.

**Specified Cause of Loss** means the following: fire, lightning, windstorm or hail, explosion, riot or civil commotion, vehicles or aircraft, smoke, sonic boom, vandalism and malicious mischief, sprinkler leakage, sinkhole collapse, volcanic action, falling objects, weight of ice, snow or sleet, or water damage. Water damage means only accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

**Property In Transit or Off Premises:** Pays up to \$100,000 for direct physical loss or damage to covered property (real and personal property) while in transit or while temporarily off premises caused by a covered cause of loss, including your covered computer hardware while off premises.

**SCADA Upgrades:** Pays up to \$100,000 to upgrade your scheduled SCADA system after direct physical loss from a Covered Cause of Loss. The upgrade is in addition to its replacement cost. SCADA means the Supervisory Control and Data Acquisition system used in water and wastewater treatment and distribution to monitor leaks, waterflow, water analysis, and other measurable items necessary to maintain operations.

**Unintentional Errors:** Pays up to \$250,000 for any unintentional error or omission you make in determining or reporting values or in describing the covered property or covered locations.

**Personal Effects:** Pays up to \$25,000 for direct physical loss or damage to personal effects owned by you, your officers, managers, elected or appointed officials, employees, or volunteer workers caused by a covered cause of loss at your premises. Will pay up to “replacement cost.”.

**Lock Replacement:** Pays up to \$25,000 for lock, lock cylinder, & key replacement after theft at covered premises or damage to a lock as a result of a covered cause of loss at a covered premises. No deductible applies.

**Foundations:** Your real property includes foundations located at a described premise.

## KEY DEFINITIONS

**Covered Equipment:** Means covered real property and personal property that generates, transmits, or utilizes energy or which, during normal usage, operates under vacuum or pressure, other than the weight of its contents. Covered equipment may utilize conventional design and technology or new or newly commercialized design and technology.

None of the following is covered equipment: (a) structures, foundation, cabinet or compartment; (b) insulating or refractory material; (c) sewer piping, buried vessels or piping, piping forming or part of a sprinkler or fire suppression system; (d) water piping other than boiler feedwater piping, boiler condensate return piping or water piping form as part of a refrigerating or air conditioning system; (e) vehicle or any equipment mounted on a vehicle; (f) satellite, spacecraft or any equipment mounted on a satellite or spacecraft; (g) dragline, excavation, or construction equipment; (h) equipment manufactured by you for sale; or (h) electronic data.

**Electronic Circuitry:** Means microelectronic components, including but not limited to circuit boards, integrated circuits, computer chips, and disk drives.

### **Electronic Circuitry Impairment:**

- (a) Means a fortuitous event involving electronic circuitry within covered equipment to suddenly lose its ability to function as it had been functioning immediately before such event. This definition is subject to the conditions specified in (b), (c), and (d) below.
- (b) We shall determine that the reasonable and appropriate remedy to restore such covered equipment's ability to function is the replacement of one or more electronic circuitry components of the covered equipment.
- (c) The covered equipment must be owned or leased by you or operated under your control.
- (d) None of the following is an electronic circuitry impairment:
  - (i) Any condition that can be reasonably remedied by:
    - 1) Normal maintenance, including but not limited to replacing expendable parts, recharging batteries or cleaning;
    - 2) Rebooting, reloading, or updating software or firmware; or
    - 3) Providing necessary power or supply.
  - (ii) Any condition caused by or related to:
    - 1) Incompatibility of the covered equipment with any software or equipment installed, introduced, or networked within the prior 30 days; or
    - 2) Insufficient size, capability, or capacity of the covered equipment;
    - 3) Exposure to adverse environmental conditions, including but not limited to change in temperature or humidity, unless such conditions result in an observable loss of functionality. Loss of warranty shall not be considered an observable loss of functionality.

**Outdoor Property:** Fixed or permanent structures including but not limited to:

- › Docks, wharves, piers, pilings, or bulkheads;
- › Dumpsters, concrete trash containers, or permanent recycling bins;
- › Electric utility power transmission and distribution lines, poles and related equipment owned by the member;
- › Exterior signs not located at a premises;
- › Fences and retaining walls;
- › Historical markers and flagpoles;
- › Hydrants, not associated with a sprinkler system;
- › Lighting towers;
- › Playground equipment, park shelters, pedestrian-only bridges, picnic tables, water fountains or coolers, benches, dugouts, bleachers, or scoreboards;
- › Storage sheds, garages, pavilions, or other similar buildings or structures not located at a premises; or
- › Traffic lights, streetlights, traffic signs, parking meters, or bus shelters.

**Personal Property:** Means all property used in your operations other than real property, including but, not limited to:

- › Furnishings and office equipment
- › Building contents;
- › Computer equipment;
- › Communication systems;

- Materials, supplies (including your inventory of vehicle parts and supplies) while held on your premises awaiting installation;
- Base stations and dispatching systems, provided the property is on your premises and also provided you own the property, or the property is in your custody or control, and you are responsible for it, even though it belongs to someone else;
- Value of your right to use improvements made as a tenant, if you have paid for alterations or additions to any building or structure that you do not own (improvements must be at a premises).

**Pollution Conditions:** The discharge, dispersal, release, seepage, migration, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, hazardous materials, waste materials (including medical, infectious and pathological wastes) or electromagnetic fields into or upon land or any structures thereon, the atmosphere, or any watercourse or body of water including groundwater.

**Real Property:** The items at a premises described in the Declarations.

This includes:

- Aboveground piping;
- Aboveground and belowground “penstock”;
- Additions under construction;
- Air cascade units that are not designed to be used off “premises”;
- All appurtenant buildings or structures other than playground equipment, park shelters, pedestrian-only bridges, picnic tables, water fountains or coolers, benches, dugouts, bleachers, or scoreboards;
- Alterations and repairs to the buildings or structures;
- Completed additions;
- Exterior signs, meaning neon, automatic, mechanical, electric or other signs either attached to the outside of a building or structure, or standing free in the open;
- Foundations;
- Materials, equipment, supplies and temporary structures you own or for which you are responsible, on the “premises” or in the open (including property inside “vehicles”) within 1,000 feet of the “premises”, used for making additions, alterations or repairs to buildings or structures at the “premises”;
- Outdoor fixtures;
- Paved surfaces such as sidewalks, bike paths, walkways, patios or parking lots;
- Permanently installed fixtures, machinery, and equipment;
- “Personal property” used for the maintenance and service of buildings or structures, including tools, lawn care equipment, and free-standing appliances for refrigerating, ventilating, cooking, dishwashing and laundering;
- Submersible pumps, pump motors and engines; or
- Underground piping located on or within 100 feet of a “premises” described in the Declarations.

**Remediation Expenses:** Expenses incurred for or in connection with the investigation, monitoring, removal, disposal, treatment, or neutralization of pollution conditions to the extent required by: (1) federal, state or local laws, regulations or any subsequent amendments thereof enacted to address pollution conditions; and (2) a legally executed state voluntary program governing the cleanup of pollution conditions.

**Tools and Equipment:** All tools and equipment, together with attached devices, accessories and trailers, that are used in your operations. Tools and equipment include, but are not limited to, hand tools, mechanics tools, power tools, meter readers, generators, air compressors, welders, trash pumps, trenchers, saws, jackhammers, maintenance or diagnostic equipment including specialized audio-visual equipment and its associated laptop, as well as recreational equipment, such as outdoor portable seating, temporary stands, food service trailers not licensed for road use, or portable restrooms.

Tools and equipment also include mobile equipment such as, but not limited to, bulldozers, mobile equipment that travels on crawler treads, tractors, loaders, backhoes, excavators, graders, or road surfacing equipment, and equipment whether self-propelled or not, maintained primarily to provide mobility to permanently mounted cranes, shovels, loaders, diggers, and drills. Tools and equipment also include snowplows, salt spreaders, and other similar equipment when not attached to a vehicle.



PROPERTY SUBLIMITS	
Coverage	Limit
Accounts Receivable	\$50,000
Arson, Theft, or Vandalism Information Reward	\$25,000
Building Glass – Tenant	Lesser of replacement cost or amount liable under contract
Claim Expense	\$20,000
Commandeered Property (RC + loss of use)	For the time you officially use the commandeered property + reasonable return time.
Damage to Building from Theft	\$100,000
Debris Removal Expenses	25% + \$100,000
Equipment Breakdown	Building + BPP Limit + Loss of Income & Extra Expense
Fine Arts	\$50,000 (appraised) \$25,000 (unappraised – subject to \$1,500/item max)
Fire Department Charges	\$25,000
Fire Extinguishing Equipment Recharge Costs	“Necessary and reasonable” (per policy)
Limited Coverage for Fungus, Wet Rot or Dry Rot	\$25,000
Lock Replacement	\$25,000
Newly Acquired or Under Construction Real Property (Coverage A) and Related Personal Property (Coverage B)	Coverage A: \$1,000,000 Coverage B: \$500,000
Non-owned Detached Trailers	\$50,000
Ordinance Coverage Coverage A: Undamaged Real Property Coverage B: Demolition Coverage C: Increased Cost	Coverage A: Limit of Insurance (applicable to that item) Coverage B and Coverage C: Greater of 100% of direct physical loss or \$1,000,000
Outdoor Property	\$150,000
Personal Effects	\$25,000
Pollution Remediation Expense (covered cause of loss)	\$25,000
Pollution Remediation Expense (specified cause of loss)	\$100,000
Preservation of Property	Included
Real Property or Personal Property in Transit or Off-Premises	\$100,000
Software	\$500,000
Spoilage Due to Off Premises Electric Service Interruption	\$50,000
Supplementary Provisions for Coverage C. “Loss of Income” and Coverage D “Extra Expense”	Included
Trees, Shrubs, Plants and Lawns (max \$1,000 any one item)	\$25,000
Utility Services – Direct Damage	\$100,000
Valuable Papers and Records	\$50,000
Water Contamination Notification Expense	\$25,000 (annual aggregate)

**NOTES:**

Contribution is calculated from application’s property schedule (please review property schedule for coverage and limit adequacy).

## Section 2. INLAND MARINE (Included in the proposal? Yes )

<b>ISSUER:</b>	<ul style="list-style-type: none"> <li>▪ California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority (JPRIMA)</li> <li>▪ No Joint and Several Liability for Members</li> <li>▪ 100% Reinsured</li> </ul>
<b>REINSURER</b>	<ul style="list-style-type: none"> <li>▪ A+ XV (Superior) A.M. Best Rating</li> <li>▪ AA- Standard &amp; Poor's Rating</li> </ul>
<b>FORM:</b>	Proprietary & Integrated

### LIMITS

Coverage A: Blanket Tools and Equipment: (Unscheduled, Maximum \$10,000 any one item)	\$25,000
Coverage B: Scheduled Equipment:	\$2,631,231
Coverage C: Blanket Emergency Services Equipment:	N/A

**COVERAGE EXTENSIONS** – Adds or extends the coverage under Section I – Coverages. Unless stated otherwise in the policy, a) each extension is limited to direct physical loss or damage cause by or resulting from a covered cause of loss; b) the limits in each extension are in addition to the limits applicable in Section I – Coverages; and c) All other applicable terms and conditions of the coverage form apply to each extension. (\*\*whichever comes first)

<b>Debris Removal Expenses</b>	Max \$15,000 (per occurrence)
<b>Employee Tools</b> (no deductible applies)	Max \$25,000 (per occurrence)
<b>Emergency Services and Law Enforcement Personal Effects</b> (Coverage C extension, no deductible applies)	Replacement Cost
<b>Rented or Borrowed Equipment</b>	
<ul style="list-style-type: none"> <li>▪ Coverage A: Blanket Tools and Equipment and Coverage C: Blanket Emergency Services Equipment (\$1,000 deductible applies)</li> <li>▪ Coverage B: Scheduled Equipment (Extended to equipment not owned by you, \$1,000 deductible applies)</li> </ul>	**Replacement Cost or \$10,000 (per occurrence)
	**Actual Cash Value or \$100,000 (per occurrence)
<b>Newly Acquired Scheduled Equipment</b> (Coverage B extension, \$1,000 deductible applies)	30 days on Replacement Cost (not to exceed purchase price)
<b>Personal Watercraft and Watercraft</b> (Coverage A & C extension only)	**Replacement Cost or \$25,000 (per occurrence)
<b>Rental Reimbursement for Scheduled Equipment</b> (Coverage B extension, no deductible applies)	Max \$10,000 (per occurrence)
<b>Unmanned Aircraft</b> (\$500 deductible applies)	Max \$25,000 (per occurrence)
<b>Fire Department Charges</b> (no deductible applies)	Max \$1,000 (per occurrence)
<b>Fire Extinguishing Recharge Costs</b> (no deductible applies)	Necessary and Reasonable Costs (extinguishing equipment must be for the protection of your inland marine equipment)

MEMBER: Reclamation District 1000  
EFFECTIVE DATE: 4/1/2024

**DISCLAIMER:** Actual coverage is subject to the language of the policies as issued.  
Your issued policy may contain limits, exclusions, and limitations that are not detailed in this proposal.

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DEDUCTIBLES		
Coverage A: Blanket Tools and Equipment	\$5,000	
Coverage B: Scheduled Equipment	\$5,000	
Coverage C: Blanket Emergency Services Equipment	N/A	

**POLICY HIGHLIGHTS:**

- Blanket Coverages: “Tools and Equipment” and “Emergency Services Equipment”
- Suite of Coverage Extensions available in the core form.
- Deductible Waiver in certain circumstances for Coverages A & B.
- Service Animal Floater Purchased: No – Valuation: Agreed Value (No deductible applies)

**VALUATION:**

- Coverage A: Blanket Tools and Equipment: Replacement Cost
- Coverage B: Scheduled Equipment: Replacement Cost or Actual Cash Value
- Coverage C: Blanket Emergency Services Equipment: N/A

**NOTES:**

## Section 3. COMMERCIAL CRIME (Included in the proposal? Yes )

<b>ISSUER:</b>	<ul style="list-style-type: none"> <li>California Association of Mutual Water Companies</li> <li>Joint Powers Risk and Insurance Management Authority (JPRIMA)</li> <li>No Joint and Several Liability for Members</li> <li>100% Reinsured</li> </ul>
<b>REINSURER</b>	<ul style="list-style-type: none"> <li>A+ XV (Superior) A.M. Best Rating</li> <li>AA- Standard &amp; Poor's Rating</li> </ul>
<b>FORM:</b>	Proprietary & Integrated

### LIMITS

Coverage Group	Employee Theft	Forgery or Alteration	Theft of Money & Securities (Inside the Premises)	Robbery or Safe Burglary (Inside the Premises)	Outside the Premises	Computer & Funds Transfer Fraud	Money Orders & Counterfeit Money
5	\$250,000	\$250,000	\$250,000	\$100,000	\$250,000	\$250,000	\$250,000

### DEDUCTIBLE

\$1,000 (each claim)

#### POLICY HIGHLIGHTS:

Separate Limits Apply to Each Coverage  
 Broad Definition of Employee  
 Non-auditable  
 Faithful Performance of Duty

#### NOTES:

Fraudulent Impersonation is excluded.

## Section 4. COMMERCIAL GENERAL LIABILITY (Included in the proposal? Yes )

<b>ISSUER:</b>	<ul style="list-style-type: none"> <li>▪ California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority (JPRIMA)</li> <li>▪ No Joint and Several Liability for Members</li> <li>▪ 100% Reinsured</li> </ul>
<b>REINSURER</b>	<ul style="list-style-type: none"> <li>▪ A+ XV (Superior) A.M. Best Rating</li> <li>▪ AA- Standard &amp; Poor's Rating</li> </ul>
<b>FORM:</b>	Proprietary & Integrated

### LIMITS

General Aggregate	\$10,000,000
Products & Completed Operations Aggregate	\$10,000,000
Each Occurrence	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Damage to Premises Rented to You	\$1,000,000
Medical Payments	\$10,000

### DEDUCTIBLE

\$0 (each occurrence)

### SELECTED OPTIONAL COVERAGES

Failure to Supply Liability  
Inverse Condemnation  
Dam/Reservoir/Levee Failure

### POLICY HIGHLIGHTS:

- Duty to Defend w/ Defense Costs In Addition to Limits
- Broad Definition of Enrolled Named Member – including, but not limited to Employees, Volunteers, Elected or Appointed Officials
- Host Liquor Liability, Unless Otherwise Excluded
- Owned (Up to 100 HP – higher available by endorsement) & Nonowned Watercraft
- Blanket Additional Enrolled Named Member
- Water & Wastewater Testing Errors and Omissions
- Failure to Supply (No ISO limitation)
- Lead (potable water)
- Waterborne Asbestos (potable water)
- Product Recall
- Impaired Property
- Fungi & Bacteria
- Non-auditable

MEMBER: Reclamation District 1000  
EFFECTIVE DATE: 4/1/2024

**DISCLAIMER:** Actual coverage is subject to the language of the policies as issued.  
Your issued policy may contain limits, exclusions, and limitations that are not detailed in this proposal.

## SPECIAL COVERAGES

**Asbestos:** Exclusion exception wherein coverage is provided for bodily injury or property damage arising out of potable water which is supplied to others.

**Contractual Liability - Railroads:** Coverage is provided for any contract or agreement that indemnifies a railroad for bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing. Available via endorsement only.

**Damage to Impaired Property or Property Not Physically Injured:** Exclusion exception wherein the Damage to Impaired Property or Property Not Physically Injured exclusion does not apply to potable water, non-potable water, or wastewater as well as any loss of use of other property arising out of a sudden and accidental physical injury to the member's product or work after it has been put to its intended use.

**Failure to Supply:** Coverage is provided for bodily injury or property damage arising out of the failure of any member to adequately supply water.

**Fungi or Bacteria:** Exclusion exception wherein the Fungi or Bacteria exclusion does not apply to a) any fungi or bacteria that are on or are contained in a good or product intended for consumption; or b) any injury or damage arising out of or caused by your water, irrigation, or wastewater intake, outtake, reclamation, treatment, or distribution process.

**Lead:** Exclusion exception to Lead, Electromagnetic Radiation, Nuclear exclusion that creates an exception for potable water you supply to others for claims involving the toxic properties of lead, or any material or substance containing lead.

**Recall of Products, Work or Impaired Property:** Exclusion exception where in the Recall of Products, Work or Impaired Property exclusion does not apply to potable water, non-potable water, or wastewater.

**Pollution:** The pollution exclusion contains the following exceptions:

- To bodily injury if sustained within a building owned or occupied by a member and caused by smoke, fumes, vapor, or soot if produced or originating from certain equipment.
- To bodily injury or property damage arising out of heat, smoke, fumes from a hostile fire occurring or originating from certain premises, sites, or locations as outlined in the policy.
- To bodily injury or property damage that occurs as a result of your operations (unless otherwise specifically excluded) including:
  - › Potable water supplied to others;
  - › Chemicals used in your water/wastewater treatment process;
  - › Chemicals you use, apply or store for your ownership, maintenance, or operation of swimming pools;
  - › The use, application or storage of road salt or similar substances designed and used for snow/ice removal;
  - › Natural gas or propane gas you use in your water or wastewater treatment process;
  - › Urgent response for the protection of property, human life, health or safety conducted away from premises you own, rent or occupy;
  - › Training operations;
  - › Water runoff from the cleaning of equipment use in emergency service activities;
  - › Storage or application of pesticides/herbicides if such storage or application meets all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government; or
  - › Fuels, lubricants or other operating fluids needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" subject to additional policy terms.
  - › To bodily injury or property damage if such bi/pd is caused by the escape of back-up of sewage or wastewater from any sewage treatment facility or fixed conduit that you own, operate, lease, control.
  - › This coverage applies only to a short-term pollution event reported within 14 days after ending and the discharge is accidental, unintended, and stopped asap.

**Water & Wastewater Testing Errors and Omissions:** Coverage is provided for damages arising out of an act, error, or omission which arises from your water or wastewater testing.

**Who is Covered:** Coverage is extended to Scheduled Named Members comprising individuals, spouses, partnerships, joint ventures, corporations, trusts, limited liability companies, public entities, operating authorities, boards, commissions, districts, governmental units, nonprofit entities, and other organizations. Members also include: elected or appointed officials; employees or volunteer workers; real estate managers; temporary custodians; legal representatives; medical directors;

mutual aid agreements; Good Samaritans; owners of commandeered equipment; blanket additional enrolled named members; and newly acquired or formed entities.

## KEY DEFINITIONS

### Insured (Member) Contract:

- › A contract for a lease or premises (see full terms and conditions).
- › A sidetrack agreement;
- › Any easement or license agreement, except in connection with construction or demolition operations on or within fifty (50) feet of a railroad;
- › An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- › An elevator maintenance agreement;
- › That part of any other contract or agreement pertaining to your operations (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for bodily injury or property damage to a third person or organization (see full terms and conditions).

**Suit:** Means a civil proceeding in which damages because of bodily injury, property damage, personal and advertising injury, medical incident, law enforcement wrongful act, or a water or wastewater professional activity to which this insurance applies are alleged. Suit includes: a) An arbitration proceeding in which such damages are claimed and to which the member must submit or does submit with our consent; or 2) Any other civil alternative dispute resolution proceeding in which such damages are claimed and to which the member submits with our consent.

## NOTES:

## Section 5. PUBLIC OFFICIALS & MANAGEMENT LIABILITY (Included in the proposal? Yes )

<b>ISSUER:</b>	<ul style="list-style-type: none"> <li>▪ California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority (JPRIMA)</li> <li>▪ No Joint and Several Liability for Members</li> <li>▪ 100% Reinsured</li> </ul>
<b>REINSURER</b>	<ul style="list-style-type: none"> <li>▪ A+ XV (Superior) A.M. Best Rating</li> <li>▪ AA- Standard &amp; Poor's Rating</li> </ul>
<b>FORM:</b>	Proprietary & Integrated

### LIMITS

Coverage A: Wrongful Acts - Employment Practices - Employee Benefits Liability	\$	1,000,000 Included Included	Each Wrongful Act or Offense
Coverage B: Injunctive Relief	\$	5,000	Each Action
Aggregate Limit	\$	10,000,000	Coverage A & B Combined

WRONGFUL ACTS DEDUCTIBLE	EMPLOYMENT PRACTICES DEDUCTIBLE
\$1,000 (each Wrongful Act or Offense Excluding Expenses)	\$25,000 (each Wrongful Act or Offense Excluding Expenses)
WRONGFUL ACTS RETROACTIVE DATE (CLAIMS-MADE)	EMPLOYMENT PRACTICES RETROACTIVE DATE (CLAIMS-MADE)
N/A	N/A

EMPLOYEE BENEFITS LIABILITY RETROACTIVE DATE (CLAIMS-MADE)
N/A

### POLICY HIGHLIGHTS:

- Duty To Defend
- Broad Definition of Named Enrolled Named Member
- Third Party Offense Coverage
- Non-auditable

### SELECTED OPTIONAL COVERAGES:

Inverse Condemnation

### KEY DEFINITIONS

**Employment Practices:** Injury, including consequential bodily injury, arising from any of your employment practices including, but not limited to:

- Discrimination;
- Harassment;
- Retaliation;
- Any actual or alleged wrongful dismissal, discharge, or termination (either actual or constructive) of employment, including breach of an implied employment contract or an implied covenant of good faith and fair dealing in an employment contract;
- Any actual or alleged wrongful hiring, demotion, discipline, evaluation, supervision and investigation of an employee or intentional interference with an employment contract;
- Any actual or alleged wrongful deprivation of a career opportunity, to promote an employee or the wrongful failure to employ;
- Any actual or alleged false arrest, false imprisonment, false detention or malicious prosecution, liable, slander,

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Your issued policy may contain limits, exclusions, and limitations that are not detailed in this proposal.



- defamation, disparagement or invasion of the right of privacy, as respects employment practices;
- › The violation of any federal, state, or local statutes, rules or regulations applicable to employers;
  - › The development, implementation, and enforcement of any and all practices, policies and procedures governing any aspect of employment practices;

**Injunctive or Declaratory Relief:** (a) means equitable relief sought through the demand for the issuance of a permanent, preliminary, or temporary injunction, restraining order, or similar prohibitive writ against, or order for specific performance by, a member; or (b) any request that a court make a finding of law or fact, provided such action is filed during the policy period.

**Wrongful Act:** means any actual or alleged error, act, omission, neglect, misfeasance, nonfeasance, or breach of duty, including violation of any civil rights law, by any member in discharge of their duties individually or collectively that results directly but unexpectedly and unintentionally in damages to others.

**NOTES:**

## Section 6. BUSINESS AUTO (Included in the proposal? Yes )

<b>ISSUER:</b>	<ul style="list-style-type: none"> <li>▪ California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority (JPRIMA)</li> <li>▪ No Joint and Several Liability for Members</li> <li>▪ 100% Reinsured</li> </ul>
<b>REINSURER</b>	<ul style="list-style-type: none"> <li>▪ A+ XV (Superior) A.M. Best Rating</li> <li>▪ AA- Standard &amp; Poor's Rating</li> </ul>
<b>FORM:</b>	Proprietary & Integrated

### PORTFOLIO

Coverage	Symbol	Limit
Combined Single Limit for Bodily Injury & Property Damage (each accident)	1	\$1,000,000
Hired Auto Liability	8	\$1,000,000
Non-Owned Auto Liability	9	\$1,000,000
Medical Payments	2	\$5,000
Uninsured / Underinsured Motorists	2	\$1,000,000
Hired Physical Damage	8	\$100,000
Physical Damage – Comprehensive	2	ACV
Physical Damage – Collision	2	ACV

### DEDUCTIBLE

Liability:	\$0 (per accident)
Comprehensive:	\$1,000 (each covered auto)
Collision:	\$1,000 (each covered auto)

### FLEET COVERAGE ENHANCEMENTS & COVERAGE EXTENSIONS (As Applicable)

- › Fleet Automatic Coverage
- › Commercial Auto 360 Endorsement
- › Pollution Liability – Broadened Coverage for Covered Autos

### NOTES:

The Business Auto Coverage requires 17-digit VIN Numbers. The member's policy cannot be released without this information.

## Section 7. COMMERCIAL EXCESS LIABILITY (Included in the proposal? Yes )

<b>ISSUER:</b>	<ul style="list-style-type: none"> <li>▪ California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority (JPRIMA)</li> <li>▪ No Joint and Several Liability for Members</li> <li>▪ 100% Reinsured</li> </ul>
<b>REINSURER</b>	<ul style="list-style-type: none"> <li>▪ A+ XV (Superior) A.M. Best Rating</li> <li>▪ AA- Standard &amp; Poor's Rating</li> </ul>
<b>FORM:</b>	Proprietary & Integrated

### LIMITS

\$10,000,000/\$10,000,000

### SCHEDULED UNDERLYING COVERAGE FORMS

Commercial General Liability – Included

Auto Liability – Included

Public Officials & Management Liability (Wrongful Acts) – Included

Employers' Liability: (minimum underlying limit requirement of \$500,000 / \$500,000 / \$500,000) – Excluded

Other:

### NOTABLE COVERAGES INCLUDED IN THE EXCESS (require minimum underlying limits of \$1,000,000)

Law Enforcement Liability (General Liability) – Excluded

Hired and Non-Owned Auto Liability (General Liability) – Excluded

Abuse and Molestation Coverage (General Liability) - Excluded

Employee Benefit Plans (General Liability) – Excluded

Inverse Condemnation (General Liability) – Included

Hired and Non-Owned Auto Liability (Owned Auto) – Included

Employment Practices (POML) – Included

Employee Benefit Plans (POML) – Included

Inverse Condemnation (POML) – Included

### NOTABLE EXCLUSIONS:

- Workers' Compensation
- Uninsured Motorists / Underinsured Motorists
- Underlying Limits < \$1,000,000 except for Employer's Liability

### NOTES:

Employers' Liability subject to MRSI security requirements.

Please provide a copy of the current W/C declarations for review and affirmation of coverage.

## Section 8. UNDERWRITING SUBJECTIVITIES AND GENERAL NOTES

<b>ISSUER:</b>	<ul style="list-style-type: none"> <li>▪ California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority (JPRIMA)</li> <li>▪ No Joint and Several Liability for Members</li> <li>▪ 100% Reinsured</li> </ul>
<b>REINSURER:</b>	<ul style="list-style-type: none"> <li>▪ A+ XV (Superior) A.M. Best Rating</li> <li>▪ AA- Standard &amp; Poor's Rating</li> </ul>
<b>FORM:</b>	Proprietary & Integrated
<b>MEMBER:</b>	Reclamation District 1000

### GENERAL NOTES

### QUOTE SUBJECTIVITIES:

Please confirm at binding if the OMC Boat - Game Fisher CF77345J is greater than 100 Horsepower

### THE FOLLOWING ITEMS ARE DUE AT THE TIME OF BINDING:

- ▶ Signed and Dated Public Entity Application and Member FEIN # (required to bind auto).
- ▶ Terrorism: This coverage is included in most jurisdictions (all but 8) without an associated charge for Package (Property/GL). In those instances, a signed selection/rejection is **not** required. In the 8 jurisdictions with an associated charge including the entire State of California for Excess, a signed selection/rejection form is required to be returned at the time of binding.
- ▶ Signed and Dated Uninsured/Underinsured Motorist Selection/Rejection Form.
- ▶ Copy of the latest Dam Inspection reports and member response to any inspection deficiencies, if applicable and not already provided.
- ▶ Signed Statement of Values (Property, Inland Marine and Auto, as applicable).
- ▶ Provide Name, Phone Number, and Email Address for both the Risk Manager and Boiler & Machinery Inspection contacts.
- ▶ Provide a complete driver schedule including name, date of birth, and license number.

MEMBER: Reclamation District 1000  
EFFECTIVE DATE: 4/1/2024

**DISCLAIMER:** Actual coverage is subject to the language of the policies as issued.  
Your issued policy may contain limits, exclusions, and limitations that are not detailed in this proposal.

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A D J U S T E R S , I N C

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• CLAIMS ADMINISTRATORS • ADJUSTERS • INVESTIGATORS

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Stanford Place I - 8055 East Tufts Avenue, Suite 600, Denver, CO 80237 – Ph: 877-533-1211

**CLAIM CALL CENTER**

**8055 E. Tufts Ave  
Suite 600  
Denver, CO 80237**

**877-533-1211**

**Adam Beltz– Ext 765  
Reyleen Wood Ext 699  
J. Mayer – Ext 664**

**Karen Zapata – Ext. 326  
Subrogation Supervisor**

**TO REPORT A NEW CLAIM OR LOSS**

- **PHONE**            **877-533-1211 Option 3  
24 Hour Call Center**
  
- **E-MAIL**           **[networknewloss@networkadjusters.com](mailto:networknewloss@networkadjusters.com)**

ALLIED PUBLIC RISK - STATEMENT OF VALUES  
INSURED: Reclamation District 1000  
POLICY YEAR EFFECTIVE: 4/1/2024 - 4/1/2025

LOC./BLDG NUM	ADDRESS	BUILDING DESCRIPTION	INCL IN BLANKET	BUILDING VALUE	CONTENTS VALUE	TOTAL INSURED VALUE	VALUATION	FLOOD (Y or N)	EARTH-QUAKE (Y or N)
1-1	7220 Elkhorn Blvd, Sacramento, CA 95837	Office	Yes	\$127,826	\$13,112	\$140,938	Replacement Cost	N	N
1-2	7220 Elkhorn Blvd, Sacramento, CA 95837	Maintenance Shop	Yes	\$270,400	\$268,331	\$538,731	Replacement Cost	N	N
1-3	7220 Elkhorn Blvd, Sacramento, CA 95837	Equipment Storage	Yes	\$27,040	\$24,615	\$51,655	Replacement Cost	N	N
1-4	7220 Elkhorn Blvd, Sacramento, CA 95837	Fuel Tanks in Open	Yes	\$6,020	\$5,000	\$11,020	Replacement Cost	N	N
1-5	7220 Elkhorn Blvd, Sacramento, CA 95837	Car Shed	Yes	\$31,961	\$0	\$31,961	Replacement Cost	N	N
1-6	7220 Elkhorn Blvd, Sacramento, CA 95837	Steel Building	Yes	\$14,976	\$50,000	\$64,976	Replacement Cost	N	N
2-1	1633 Garden Highway, Sacramento, CA 95837	Office - updated 10.15.2019	Yes	\$625,239	\$135,882	\$761,121	Replacement Cost	N	N
2-2	Rivermile 75.1 Sacramento River East Levee,	Plant #2 Building 2	Yes	\$660,000	\$0	\$660,000	Replacement Cost	N	N
3-1	1630 Garden Highway @Bannon Slough,	Plant #1 Building 1A	Yes	\$239,720	\$0	\$239,720	Replacement Cost	N	N
3-2	1630 Garden Highway @Bannon Slough,	Plant #1 Building 1B	Yes	\$2,835,381	\$0	\$2,835,381	Replacement Cost	N	N
4-1	Lanside of 4000 Block of Garden Highway Near Inde,	Plant #3	Yes	\$900,000	\$0	\$900,000	Replacement Cost	N	N
5-1	Cross Canal Levee Verona 2 mi East of Garden Hwy,	Plant #4	Yes	\$900,000	\$0	\$900,000	Replacement Cost	N	N

ALLIED PUBLIC RISK - STATEMENT OF VALUES  
INSURED: Reclamation District 1000  
POLICY YEAR EFFECTIVE: 4/1/2024 - 4/1/2025

LOC./BLDG NUM	ADDRESS	BUILDING DESCRIPTION	INCL IN BLANKET	BUILDING VALUE	CONTENTS VALUE	TOTAL INSURED VALUE	VALUATION	FLOOD (Y or N)	EARTH-QUAKE (Y or N)
6-1	Landside of Garden Hwy 1 Mi below Elkhorn Ferry,	Plant #5	Yes	\$21,632	\$0	\$21,632	Replacement Cost	N	N
7-1	1 1/4 mi N. of Elkhorn Rd on E. Levee Rd,	Plant #6	Yes	\$54,080	\$0	\$54,080	Replacement Cost	N	N
8-1	Northgate Blvd 1/2mi S of Del Paso Rd, Sacramento,	Plant #8	Yes	\$736,131	\$0	\$736,131	Replacement Cost	N	N
9-1	El Centro 500' East of San Juan Road, Sacramento, CA	Storage	Yes	\$54,080	\$0	\$54,080	Replacement Cost	N	N
9-2	San Juan Rd & Orchard Lane, Sacramento, CA	San Juan Pumping Plant	Yes	\$325,940	\$0	\$325,940	Replacement Cost	N	N
9-3	3299 San Juan Rd, Sacramento, CA 95833	Riverside Pumping Plant	Yes	\$325,940	\$0	\$325,940	Replacement Cost	N	N

Total Values Subject to the Blanket: \$33,905,306

All Other Values: \$0

ALLIED PUBLIC RISK - INLAND MARINE SCHEDULE  
INSURED: Reclamation District 1000  
POLICY YEAR EFFECTIVE: 4/1/2024 - 4/1/2025

ITEM NUM	IM CATEGORY	DESCRIPTION	SERIAL #/ID#	MODEL YEAR	TOTAL INSURED VALUE	VALUATION
1	Blanket Tools and Equipment	Misc. Tools and Equipment (\$10K Max)			\$25,000	ACV
2	Scheduled Equipment	Calkins - Trailer	1CXBT1412WS804504	1998	\$1,000	ACV
3	Scheduled Equipment	Magnum - Light Tower	32754	2003	\$3,999	ACV
4	Scheduled Equipment	Caterpillar d4h - Dozer	8PB05882	1994	\$83,880	ACV
5	Scheduled Equipment	Deweze ATM 72 LC - Mower	04A08	2006	\$15,354	ACV
6	Scheduled Equipment	John Deere 6125 - Mower	1L06125MPEH798813	2014	\$77,881	ACV
7	Scheduled Equipment	Komatsu PC 270 LC- Excavator	KMTPC182C54A87260	2008	\$201,612	ACV
8	Scheduled Equipment	John Deere 770CH - Grader	DW770CH561894	1997	\$125,163	ACV
9	Scheduled Equipment	John Deere 310 SK- Backhoe	1T0310SKCEE274299	2015	\$111,622	ACV
10	Scheduled Equipment	Gradall 534 C- Forklift	388687XW11-8687	1997	\$31,106	ACV
11	Scheduled Equipment	Honda Foreman 300- Quad	478TE1518XA100866	1999	\$5,553	ACV
12	Scheduled Equipment	Carson SU77X16T - Trailer	4HXSU16272C046079	2002	\$1,595	ACV
13	Scheduled Equipment	Horrow - Disc	D90195		\$5,738	ACV
14	Scheduled Equipment	Weld Trailer (Lincoln)	CA633879		\$892	ACV



ALLIED PUBLIC RISK - INLAND MARINE SCHEDULE  
INSURED: Reclamation District 1000  
POLICY YEAR EFFECTIVE: 4/1/2024 - 4/1/2025

ITEM NUM	IM CATEGORY	DESCRIPTION	SERIAL #/ID#	MODEL YEAR	TOTAL INSURED VALUE	VALUATION
15	Scheduled Equipment	Ranco ED 24-30- End Dump	1R9ES95057L008838	2006	\$39,927	ACV
16	Scheduled Equipment	Mariah Diablo - Boat	MAB010836091	1991	\$5,000	ACV
17	Scheduled Equipment	Aebi TT-270- Mower	9009	2008	\$140,070	ACV
18	Scheduled Equipment	John Deere 6430- Mower	LO6430H603090	2009	\$108,975	ACV
19	Scheduled Equipment	SPCNS Flat Deck- Trailer	CA1015559	2005	\$2,000	ACV
20	Scheduled Equipment	Morro bark 2070 XL- Chipper	70036	2001	\$21,254	ACV
21	Scheduled Equipment	Wacker RTSC2 - Compactor	5909295	2008	\$10,005	ACV
22	Scheduled Equipment	PJ Tilt/Deckover- Trailer	4P5T82229F1233951	2015	\$8,838	ACV
23	Scheduled Equipment	Aebi TT280- Mower	33923	2016	\$199,705	ACV
24	Scheduled Equipment	Five Star 5x10 D7- Dump Trailer	1F9BD1020HF432457	2017	\$5,308	ACV
25	Scheduled Equipment	Honda Pioneer 1000 - Side by Side	1HFVE04M8H4100037	2017	\$16,579	ACV
26	Scheduled Equipment	Caterpillar 259D - Skid Steer	CAT0259DPFTL18767	2018	\$89,842	ACV
27	Scheduled Equipment	Komatsu M 25- Forklift	507171A	2017	\$9,634	ACV
28	Scheduled Equipment	John Deere 5115M - Boom Mower	1LV5115MHKK403313	2019	\$180,055	ACV

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ALLIED PUBLIC RISK - INLAND MARINE SCHEDULE  
INSURED: Reclamation District 1000  
POLICY YEAR EFFECTIVE: 4/1/2024 - 4/1/2025

ITEM NUM	IM CATEGORY	DESCRIPTION	SERIAL #/ID#	MODEL YEAR	TOTAL INSURED VALUE	VALUATION
29	Scheduled Equipment	John Deere 5100E - Utility Trailer	1LV5100ECKK407382	2019	\$58,262	ACV
30	Scheduled Equipment	John Deere 5100E- Utility Trailer	1LV5100EAKK407529	2019	\$58,262	ACV
31	Scheduled Equipment	Terramac RT14R- Tracked Dump	14K00210	2021	\$384,007	ACV
32	Scheduled Equipment	John Deere 410L Backhoe	1T0410LXJMF409237	2021	\$129,426	ACV
33	Scheduled Equipment	Caterpillar 326 SLR- Excavator	OMFJ10453	2022	\$299,063	ACV
34	Scheduled Equipment	Flail Mower	SN1GF60	2015	\$5,369	ACV
35	Scheduled Equipment	Boom Mower	MV30-11337	2014	\$68,145	ACV
36	Scheduled Equipment	John Deere 410L Backhoe Loader	1T0410LXJMF409237	2021	\$120,110	ACV
37	Scheduled Equipment	VM Boat Trailer -1CZ8235	1VMBP1819M1006246	1991	\$5,000	ACV
38	Scheduled Equipment	OMC Boat - Game Fisher CF77345J	OMC58389F797	1997	\$1,000	ACV

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# Joint Powers Risk and Insurance Management Authority Proposal

AGENDA ITEM 5.5  
ATTACHMENT NO. 2

<b>Insured</b>	02/06/2024
Reclamation District 1000	<b>Policy:</b>
1633 Garden Highway	<b>FEIN:</b>
Sacramento, CA 95833	<b>e-mail:</b>

<b>Description</b>	Renewal	<b>Business Auto</b>	\$43,227.00
<b>Lock Rates Date</b>	04/01/2024		
<b>Effective Date</b>	04/01/2024		
<b>Expiration Date</b>	04/01/2025	<b>Total</b>	\$43,227.00
<b>Type of Business</b>	Renewal		
<b>Program Name</b>	WaterPlusMunich		
	<b>Policy Surcharges and Taxes</b>		
	<b>POLICY TOTAL</b>		<b>\$43,227.00</b>

**Policy Totals Breakdown**

<b>Business Auto</b>	
Liability	\$29,600.00
Medical	\$1,365.00
UM/UIM	\$1,513.00
Other Than Coll	\$2,118.00
Collision	\$8,131.00
Hired Auto	\$250.00
Non-Owned	\$250.00
<b>Total</b>	<b>\$43,227.00</b>

**Policy Information - Business Auto**

<b>Legal Entity</b>	Other	<b>Type of Fleet</b>	Non-Fleet
<b>Liability</b>	1,000,000	<b>CSL Deductible</b>	Full
<b>NAICS Class</b>	221310 Water supply systems		

**Location 1 Joint Powers Risk and Insurance Management Authori**

1633 Garden Highway	<b>Business Auto</b>	\$43,227.00
Sacramento, CA 95833		
Sacramento County	<b>Total</b>	\$43,227.00

**Business Auto**

<b>Territory 135</b>	<b>Total Non-Fleet Premium Information...</b>	
	Liability	\$29,721
	UM/UIM	\$1,513
	Med Pay	\$1,365
	OTC	\$2,118
	Collision	\$8,131
	Non-Owned	\$129
	Hired	\$250
	<b>Non-Fleet Grand Total</b>	<b>\$43,227</b>

**Hired Auto: Liability class 6619, Physical Damage class 6619**

	Limit/Ded	Premium
<b>Liability</b>	1,000,000	\$250 †

†Liab Minimum Applies: 250

**Non-Owned Auto class 6601 (11 Employees)**

	Limit	Premium
<b>Liability</b>	1,000,000	\$129

**Vehicles**

<b>Vehicle # 1 - Truck 2005 Chevrolet Silverado 1GCHK29275E335828</b>				
<b>Cost New 31,691</b>	<b>Code 01499</b>	<b>Age Group 20</b>	<b>Vehicle Total</b>	<b>\$1,373</b>

	Limit	
<b>Liability</b>	1,000,000	\$1,087
	Limit	Premium
<b>Med Payments</b>	5,000	\$88
<b>Un Motorist</b>	1,000,000	\$90
	Deduct	Premium
<b>Comprehensive</b>	1,000	\$36
	Deduct	Premium
<b>Collision</b>	1,000	\$72

<b>Vehicle # 2 - Truck-Tractor 2012 Kenworth T800 1NKDL49XXCJ323565</b>				
<b>Cost New 116,736</b>	<b>Code 34499</b>	<b>Age Group 13</b>	<b>Vehicle Total</b>	<b>\$2,665</b>

	Limit	
<b>Liability</b>	1,000,000	\$1,947
	Limit	Premium
<b>Med Payments</b>	5,000	\$88
<b>Un Motorist</b>	1,000,000	\$90
	Deduct	Premium
<b>Comprehensive</b>	1,000	\$105
	Deduct	Premium
<b>Collision</b>	1,000	\$435

<b>Vehicle # 3 - Truck 2018 Chevrolet Silverado 1GC2KUEY7JZ113109</b>			
<b>Cost New 44,193 Code 01499</b>	<b>Age Group 7</b>	<b>Vehicle Total</b>	<b>\$2,003</b>

	Limit	
<b>Liability</b>	1,000,000	\$1,462
	Limit	Premium
<b>Med Payments</b>	5,000	\$88
<b>Un Motorist</b>	1,000,000	\$90
	Deduct	Premium
<b>Comprehensive</b>	1,000	\$89
	Deduct	Premium
<b>Collision</b>	1,000	\$274

<b>Vehicle # 4 - Truck-Tractor 2018 Kenworth T800 1XKDD40X9JR210950</b>			
<b>Cost New 177,728 Code 50499</b>	<b>Age Group 7</b>	<b>Vehicle Total</b>	<b>\$4,866</b>

	Limit	
<b>Liability</b>	1,000,000	\$3,498
	Limit	Premium
<b>Med Payments</b>	5,000	\$88
<b>Un Motorist</b>	1,000,000	\$90
	Deduct	Premium
<b>Comprehensive</b>	1,000	\$186
	Deduct	Premium
<b>Collision</b>	1,000	\$1,004

<b>Vehicle # 5 - Truck 2018 Ram 5500 Chassis 3C7WRNBL9JG298326</b>			
<b>Cost New 57,066 Code 01499</b>	<b>Age Group 7</b>	<b>Vehicle Total</b>	<b>\$2,130</b>

	Limit	
<b>Liability</b>	1,000,000	\$1,530
	Limit	Premium
<b>Med Payments</b>	5,000	\$88
<b>Un Motorist</b>	1,000,000	\$90
	Deduct	Premium
<b>Comprehensive</b>	1,000	\$105
	Deduct	Premium
<b>Collision</b>	1,000	\$317

<b>Vehicle # 6 - Truck 2020 Chevrolet Silverado 1GC2YLEY1LF223005</b>			
<b>Cost New 45,527 Code 01499</b>	<b>Age Group 5</b>	<b>Vehicle Total</b>	<b>\$2,266</b>

	Limit	
<b>Liability</b>	1,000,000	\$1,603
	Limit	Premium
<b>Med Payments</b>	5,000	\$88
<b>Un Motorist</b>	1,000,000	\$90
	Deduct	Premium
<b>Comprehensive</b>	1,000	\$112
	Deduct	Premium
<b>Collision</b>	1,000	\$373

<b>Vehicle # 7 - Truck 2020 Chevrolet Silverado 1GC2YLEY5LF223069</b>			
<b>Cost New 45,527 Code 01499</b>	<b>Age Group 5</b>	<b>Vehicle Total</b>	<b>\$2,266</b>

	Limit	
<b>Liability</b>	1,000,000	\$1,603
	Limit	Premium
<b>Med Payments</b>	5,000	\$88
<b>Un Motorist</b>	1,000,000	\$90
	Deduct	Premium
<b>Comprehensive</b>	1,000	\$112
	Deduct	Premium
<b>Collision</b>	1,000	\$373

<b>Vehicle # 8 - Truck 2020 Chevrolet Silverado 1GC2YLEYXLF212150</b>			<b>Vehicle Total</b>	<b>\$2,266</b>
<b>Cost New 45,527</b>	<b>Code 01499</b>	<b>Age Group 5</b>		
	Limit			
<b>Liability</b>	1,000,000	\$1,603		
	Limit	Premium		
<b>Med Payments</b>	5,000	\$88		
<b>Un Motorist</b>	1,000,000	\$90		
	Deduct	Premium		
<b>Comprehensive</b>	1,000	\$112		
	Deduct	Premium		
<b>Collision</b>	1,000	\$373		

<b>Vehicle # 9 - Truck 2020 Chevrolet Silverado 1GC2YLEY0LF221536</b>			<b>Vehicle Total</b>	<b>\$2,266</b>
<b>Cost New 45,527</b>	<b>Code 01499</b>	<b>Age Group 5</b>		
	Limit			
<b>Liability</b>	1,000,000	\$1,603		
	Limit	Premium		
<b>Med Payments</b>	5,000	\$88		
<b>Un Motorist</b>	1,000,000	\$90		
	Deduct	Premium		
<b>Comprehensive</b>	1,000	\$112		
	Deduct	Premium		
<b>Collision</b>	1,000	\$373		

<b>Vehicle # 10 - Truck 2020 Chevrolet Silverado 1GC2YLEY8LF221543</b>			<b>Vehicle Total</b>	<b>\$2,266</b>
<b>Cost New 45,527</b>	<b>Code 01499</b>	<b>Age Group 5</b>		
	Limit			
<b>Liability</b>	1,000,000	\$1,603		
	Limit	Premium		
<b>Med Payments</b>	5,000	\$88		
<b>Un Motorist</b>	1,000,000	\$90		
	Deduct	Premium		
<b>Comprehensive</b>	1,000	\$112		
	Deduct	Premium		
<b>Collision</b>	1,000	\$373		

<b>Vehicle # 11 - Truck 2020 Chevrolet Silverado 1GC2YLEY0LF221620</b>			<b>Vehicle Total</b>	<b>\$2,266</b>
<b>Cost New 45,527</b>	<b>Code 01499</b>	<b>Age Group 5</b>		
	Limit			
<b>Liability</b>	1,000,000	\$1,603		
	Limit	Premium		
<b>Med Payments</b>	5,000	\$88		
<b>Un Motorist</b>	1,000,000	\$90		
	Deduct	Premium		
<b>Comprehensive</b>	1,000	\$112		
	Deduct	Premium		
<b>Collision</b>	1,000	\$373		

<b>Vehicle # 12 - Truck 2020 Kenworth T270 2NKHHM6X9LM427075</b>			<b>Vehicle Total</b>	<b>\$2,612</b>
<b>Cost New 105,362</b>	<b>Code 31499</b>	<b>Age Group 5</b>		
	Limit			
<b>Liability</b>	1,000,000	\$1,766		
	Limit	Premium		
<b>Med Payments</b>	5,000	\$88		
<b>Un Motorist</b>	1,000,000	\$90		
	Deduct	Premium		
<b>Comprehensive</b>	1,000	\$145		
	Deduct	Premium		
<b>Collision</b>	1,000	\$523		

<b>Vehicle # 13 - Truck 2020 Kenworth T370 2NKHHM7X1LM409328</b>			<b>Vehicle Total</b>	<b>\$2,674</b>
<b>Cost New</b>	<b>120,509</b>	<b>Code 31499</b>	<b>Age Group 5</b>	

	Limit	
<b>Liability</b>	1,000,000	\$1,797
	Limit	Premium
<b>Med Payments</b>	5,000	\$88
<b>Un Motorist</b>	1,000,000	\$90
	Deduct	Premium
<b>Comprehensive</b>	1,000	\$153
	Deduct	Premium
<b>Collision</b>	1,000	\$546

<b>Vehicle # 14 - Truck-Tractor 2021 Kenworth T800 1XKDD40X3MR449656</b>			<b>Vehicle Total</b>	<b>\$5,362</b>
<b>Cost New</b>	<b>189,105</b>	<b>Code 50499</b>	<b>Age Group 4</b>	

	Limit	
<b>Liability</b>	1,000,000	\$3,731
	Limit	Premium
<b>Med Payments</b>	5,000	\$88
<b>Un Motorist</b>	1,000,000	\$90
	Deduct	Premium
<b>Comprehensive</b>	1,000	\$231
	Deduct	Premium
<b>Collision</b>	1,000	\$1,222

<b>Vehicle # 15 - Private Passenger 2021 Ford Expedition 1FMJU1GT3MEA63385</b>			<b>Vehicle Total</b>	<b>\$1,992</b>
<b>Cost New</b>	<b>46,885</b>	<b>Code 7398</b>	<b>Age Group 4</b>	

	Limit	
<b>Liability</b>	1,000,000	\$1,078
	Limit	Premium
<b>Med Payments</b>	5,000	\$45
<b>Un Motorist</b>	1,000,000	\$163
	Deduct	Premium
<b>Comprehensive</b>	1,000	\$94
	Deduct	Premium
<b>Collision</b>	1,000	\$612

<b>Vehicle # 16 - Truck 2022 Ford F-450 with Service Body 1FDUF4HXXNED44643</b>			<b>Vehicle Total</b>	<b>\$2,662</b>
<b>Cost New</b>	<b>105,874</b>	<b>Code 21499</b>	<b>Age Group 3</b>	

	Limit	
<b>Liability</b>	1,000,000	\$1,789
	Limit	Premium
<b>Med Payments</b>	5,000	\$88
<b>Un Motorist</b>	1,000,000	\$90
	Deduct	Premium
<b>Comprehensive</b>	1,000	\$182
	Deduct	Premium
<b>Collision</b>	1,000	\$513

<b>Vehicle # 17 - Trailer 2021 Murray PRO-21'6 - Trailer 1H95G4524NA733214</b>			<b>Vehicle Total</b>	<b>\$792</b>
<b>Cost New</b>	<b>114,498</b>	<b>Code 68499</b>	<b>Age Group 4</b>	

	Limit	
<b>Liability</b>	1,000,000	\$297
	Deduct	Premium
<b>Comprehensive</b>	1,000	\$120
	Deduct	Premium
<b>Collision</b>	1,000	\$375

**Loss History Data**

<b>Date of Loss</b>	04/30/2019
<b>Line of Business</b>	Business Auto Physical Damage
<b>Basic Limits of Indemnity</b>	\$3,350
<b>Total Expenses</b>	\$308

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**Vertafore, Inc. © 2024**



**Amended Joint Powers Agreement  
Creating the  
California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority**

THIS AGREEMENT is made and entered into in the County of Los Angeles, State of California, by and among the Companies and Districts, as defined herein, organized and existing under the laws of the State of California, which are parties signatory to this Agreement and listed in Appendix "A," which is attached hereto and made a part hereof. Said Companies and Districts are sometimes referred to herein as "parties" or "Members."

**RECITALS**

WHEREAS, subdivision (a) of California Government Code Section 6525 authorizes a mutual water company and a public agency to enter into a joint powers agreement for the purpose of jointly exercising any power common to those contracting parties, and, effective January 1, 2016, subdivision (b)(1) of California Government Code Section 6525 provides that a mutual water company and a public agency may enter into a joint powers agreement for the purpose of risk-pooling in accordance with Government Code Section 990.8; and

WHEREAS, California Government Code Section 990 authorizes the self-insurance against tort liabilities and inverse condemnation by public entities and California Labor Code Section 3700 provides for self-insurance of liabilities imposed by Labor Code Section 3200, et seq.; and

WHEREAS, California Government Code Section 990.8 states that a mutual water company and a public agency may, by a joint powers agreement, provide coverage for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, the parties desire to establish a structure to provide such coverage products at contributions competitive with the insurance market and in a manner that alleviates risk through coverage products that are reinsured; and

WHEREAS, the parties to this Agreement desire to join together for the purpose of purchasing insurance or reinsurance at reduced rates and to provide technical support, continuing education, safety engineering, and operational and managerial advisory assistance to said parties in order to reduce risk liabilities and further the technical, managerial and financial capacity of those parties; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

## **Article 1 — Definitions**

The following definitions shall apply to the provisions of this Agreement:

- (a) **"Association"** shall mean the California Association of Mutual Water Companies.
- (b) **"Auditor/Controller"** shall mean that person, designated by the Board of Directors who is required to draw, or cause to be drawn, checks, warrants, and electronic payments on behalf of the Authority.
- (c) **"Authority"** shall mean the California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority (CAMWC-JPRIMA) created by this Agreement.
- (d) **"Board of Directors" or "Board"** shall mean the governing body of the Authority.
- (e) **"Chief Executive Officer"** shall mean that employee or other agent of the Authority who is so appointed by the Board of Directors.
- (f) **"Company"** shall mean a mutual water company, as defined in California Corporations Code Section 14300, which is a "Regular Member" of the Association, as defined in Article III, Section 1(a) of the Association's Bylaws; or a ditch company that is formed and operates as a non-profit mutual benefit corporation under California law and is an "Affiliate Member" of the Association, as defined in Article III, Section 1(c) of the Association's Bylaws.
- (g) **"Director"** shall mean an individual elected by the Members to serve on the Authority's Board of Directors.
- (h) **"District"** shall mean any public agency that is an "Associate Member" or "Affiliate Member" of the Association, as defined in the Association's Bylaws.
- (i) **"Duly Constituted Board Meeting"** shall mean any Board of Directors meeting noticed and held in the required manner and at which a quorum was determined to be present at the beginning of the meeting.
- (j) **"Finance and Audit Committee"** shall mean the committee of the Authority composed of financial staff of Members appointed by the Board President and ratified by the Board of Directors.
- (k) **"Fiscal Year"** shall mean the calendar year.
- (l) **"Insurance"** shall mean any Program of the Authority providing

coverage against losses to Members who are participants in the Program, regardless of the exact nature of the coverage to be provided by or on behalf of the Authority.

(m) **"Insurance Program Administrator"** shall mean the individual or firm retained by the Board of Directors to administer the Authority's Programs.

(n) **"Member"** shall mean any **"Company"** or **"District"** which is a signatory to this Agreement.

(o) **"Program"** or **"Programs"** means the specific type of Insurance as set forth in the terms, conditions and exclusions of any coverage documents for Insurance provided to a Member.

(p) **"Re-Insurance"** shall mean that insurance or reinsurance which may be purchased on behalf of the Authority and/or the Members to protect the funds of the Members against catastrophic losses.

(q) **"Secretary"** shall mean the person appointed by the Board of Directors to record or cause to be recorded, and keep or cause to be kept, at the principal executive office or such other place as the Board of Directors may order, a book of minutes of actions taken at all meetings of the Board of Directors.

(r) **"Services"** shall mean various services and programs offered from time to time or on an ongoing basis by or on behalf of the Authority to increase Members' technical, managerial and financial capacity, and to reduce risks of losses.

(s) **"Treasurer"** shall mean the person appointed by the Board of Directors to keep and maintain, or cause to be kept and maintained, adequate and correct financial records of the Authority and who will act as a liaison with the Authority's outside auditor in preparing the Authority's annual audit.

## **Article 2 — Purposes**

This Agreement is entered into by the Members pursuant to the provisions of California Government Code sections 990, 990.4, 990.8 and 6500 *et seq.*, in order to provide comprehensive and economical general liability, public liability, property damage, auto liability, boiler and machinery, directors' and officers' errors and omissions, employment practices, employee dishonesty, employee benefits liability coverage, workers' compensation coverage, and coverage for such other risks as the Board of Directors may determine from time to time; and to allow the Authority to undertake necessary administrative actions pursuant to Government Code Section 6525(a) in advance of the effective date of AB 656 on January 1, 2016.

Additional purposes are to reduce the amount and frequency of losses, to decrease the cost incurred by Members in the handling and litigation of claims and to assist the Members through the Services in building their technical, managerial and financial capacity. These purposes shall be accomplished through the exercise of the powers of such Members jointly in the creation of the Authority as a separate entity in accordance with applicable law.

It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional Members organized and existing under the laws of the State of California as may desire to become parties to the Agreement and members of the Authority, subject to approval by the Board of Directors as set forth herein.

### **Article 3 — Parties to Agreement**

Each party to this Agreement certifies that it intends to and does contract with all other parties who are signatories to this Agreement and, in addition, with such other parties as may later be added as parties to and signatories to this Agreement pursuant to Article 18. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Article 19 or Article 20, shall not be considered the completion of the purpose of this Agreement or affect this Agreement or such party's intent to contract as described above with the other parties to the Agreement then remaining. All parties to this Agreement must be either a Company or a District.

### **Article 4 — Term of Agreement**

This Agreement became effective January 1, 2016, and it shall continue until terminated as hereinafter provided. This Agreement shall become effective as to each new Member upon: (i) approval of its membership by the Board of Directors, (ii) the execution of this Agreement by the Member, and (iii) upon payment by the Member of any initial contribution as the Board of Directors may determine. Any subsequent amendments to the Agreement shall be in accordance with Article 27 of this Agreement.

### **Article 5 — Creation of Authority**

Pursuant to Section 6500 *et seq.* of the California Government Code, there is hereby created a public entity separate and apart from the parties hereto, to be known as the California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority. Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall be solely its own, no District member shall be responsible for the underlying debts or liabilities of the Authority, and such debts, liabilities or obligations of the Authority shall not constitute debts, liabilities or obligations of any party to this Agreement or of any Company or District. Such Company and District Members shall be fully indemnified by the Authority against such debts, liabilities or obligations, to the extent permitted by law, specifically including Government Code Section 6525(b)(1). The Authority exists separately and apart from the Member Agencies.

The Authority is not an insurer, and the Programs offered by or on behalf of the Authority are to be interpreted in conformance with Government Code sections 990, 990.4, 990.8 and 6500 *et seq.* and contract law. The laws of insurance shall not apply.

## **Article 6 — Powers of Authority**

(a) The Authority shall have the powers common to Members and the powers set forth in Government Code Section 6525(b), and is hereby authorized to do all acts necessary for the exercise of said powers, including, but not limited to, any or all of the following:

- (1) To make and enter into contracts;
- (2) To incur debts, liabilities or obligations as necessary, including to finance any Programs and Services offered to Members;
- (3) To receive grants and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
- (4) To acquire, hold, lease or dispose of property, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
- (5) To employ agents and employees, and/or to contract for services rendered by such agents and employees;
- (6) To sue and be sued in its own name;
- (7) To exercise all powers and perform all acts as otherwise provided for in the Bylaws; and
- (8) To exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.

(b) Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law. In accordance with Government Code Section 6509, the foregoing powers shall be subject to the restrictions upon the manner of exercising such powers applicable to North of the River Municipal Water District.

## **Article 7 — Board of Directors**

(a) Subject to the limitations of this Agreement and the laws of the State of California, the Authority shall be governed by a Board of Directors which is hereby established and designated to administer this Agreement pursuant to Government Code Section 6506. The powers of the Authority shall be exercised through the Board of Directors, who may, from time to time, adopt and modify bylaws and other policies and procedures for that purpose and for the conduct of its meetings as it may deem proper.

(b) The Board of Directors shall be composed of between five (5) and nine (9) directors, as determined upon the formation of the Authority by the initial Members and thereafter determined by the Board of Directors from time to time. The initial Board of Directors shall be appointed by the original Members and upon expiration of that initial term, the directors shall be elected by the Members who have executed this Agreement, as it

may be amended. The terms of directors, procedures for election of directors and procedures for meetings shall be as set forth in the Bylaws. Each Member of the Board of Directors shall have one vote. Each Member of the Board shall serve as set forth in the Bylaws.

(c) The Board of Directors shall meet as specified in the Bylaws. All meetings of the Board of Directors, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code Sections 54950 *et seq.*

#### **Article 8 — Powers of the Board of Directors**

The Board of Directors of the Authority shall have the powers and functions as set forth in the Bylaws.

#### **Article 9 — Officers of the Authority**

The officers of the Authority shall be a President, Vice President, Chief Executive Officer, Secretary, Treasurer and Auditor/Controller, whose duties shall be as set forth in the Bylaws or as prescribed by applicable provisions of law. The position of Treasurer and Auditor/Controller may be held by the same person concurrently.

#### **Article 10 — Standing Committees**

The Bylaws shall establish standing committees deemed necessary for the management of the Authority. In addition to those standing committees established in the Bylaws, the Board of Directors may establish other standing or temporary committees from time to time, as provided in the Bylaws.

#### **Article 11 — Insurance Program Administrator and Other Staff**

(a) **Insurance Program Administrator.** The Board of Directors shall appoint an Insurance Program Administrator who shall be responsible for the general administration of the Authority's Programs and related activities as directed by the Board of Directors.

(b) **Legal Counsel.** The Board of Directors shall appoint an attorney at law who shall serve as general Legal Counsel to the Authority.

(c) **Other Staff.** The Board of Directors shall provide for such other staff of the Authority, to be hired by the Chief Executive Officer, as may be necessary for the efficient and productive administration and operation of the Authority.

#### **Article 12 — Insurance Coverage**

(a) The Authority shall provide for such types and levels of coverage for Programs as the Board of Directors, with the advice of the Authority's Advisory Committee, shall determine.

(b) The Programs provided for Members by or on behalf of the Authority may include protection for comprehensive and economical general liability, public liability, property damage, directors' and officers' errors and omissions, auto liability, boiler and machinery, employment practices, employee benefits liability coverage, workers' compensation, and/or coverage for other risks which the Board of Directors may determine to be advisable. The Board of Directors may arrange for the purchase of insurance or Reinsurance.

### **Article 13 — Accounts and Records**

(a) **Annual Budget.** The Board shall annually adopt an operating budget. As deemed appropriate by the Board of Directors, that budget may include separate budgets for individual Programs and individual types of Services to be provided to the Members.

(b) **Funds and Accounts.** The Treasurer shall establish and maintain such funds and accounts as required by the Board of Directors and as required by generally accepted accounting principles. Books and records of the Authority shall be open to any inspection at all reasonable times by authorized representatives of Members as otherwise required by law. Quarterly unaudited financial statements shall be produced and distributed to all Members. The Authority shall adhere to the standard of strict accountability set forth in Government Code Section 6505.

(c) **Financial Reports.** The Auditor-Controller shall present a complete written report of all financial and investment activities of the Authority for the most recently completed fiscal year to the Board of Directors and to all Members no later than ninety (90) days after completion of the Authority's fiscal year, and shall prepare quarterly reports as required under Government Code Section 53646, and such reports as are required by law.

(d) **Annual Audit.** The Auditor/Controller shall cause to be made by an outside certified public accountant experienced in local governmental agency auditing an annual audit of the accounts and records of the Authority, which audit shall conform to generally accepted auditing standards. Such report shall be presented to the Board of Directors for approval and concurrence. Costs of the audit shall be considered a general expense of the Authority.

### **Article 14 — Responsibility for Monies**

(a) The Auditor-Controller shall have the authority to delegate the signatory function of the Auditor-Controller to such persons as are authorized by resolution of the Board of Directors.

(b) The Auditor-Controller shall perform, and to the extent allowed by law, may cause to be performed, all duties set forth in Government Code Section 6505.5.

(c) A bond in an amount determined adequate by the Board of Directors shall be required of all officers and personnel authorized to disburse funds of the Authority. The premium for such bond shall be paid for by the Authority.

(d) The Treasurer of the Authority shall assume the duties described in California Government Code Section 6505.5, including:

- (1) Receive and acknowledge receipt for all money of the Authority and place it in the treasury of the Authority;
- (2) Be responsible upon his or her official bond for the safekeeping and disbursement of all of the Authority's money so held by him or her;
- (3) Pay, when due, out of money of the Authority so held by him or her, all sums payable on any outstanding bonds or other liabilities of the Authority;
- (4) Pay any other sums due from Authority money only upon checks, warrants, or electronic payments approved by the Chief Executive Officer or his or her designee. The checks, warrants, or electronic payments shall be reviewed by the President of the Board and either the Treasurer or the Chair of the Finance and Audit Committee.

#### **Article 15 — Services Provided by the Authority**

The Authority may provide, at the sole discretion of the Board of Directors, the following services to the Members:

- (a) Establish Programs through which Members shall procure coverage as necessary.
- (b) Assist each Member's designated risk manager with the implementation of that risk management function as it relates to risks faced by Members in their ordinary course of business.
- (c) Provide, or cause to be provided, the Services to Members, as well as loss prevention and safety consulting services, as required.
- (d) Review Member contracts to determine sufficiency of indemnity and Insurance provisions when requested.
- (h) Conduct risk assessments for each Member.
- (i) The Authority shall provide such other services and have such other responsibilities as deemed necessary by the Board of Directors.



## **Article 16 — Responsibilities of Members**

Members shall have the following responsibilities:

- (a) Each Member shall appoint an employee or other representative of the Member to be responsible for the risk management function within that Member and to serve as a liaison between the Member and the Authority as to risk management.
- (b) Each Member shall maintain an active safety program through a designated safety officer.
- (c) Each Member shall timely pay its contributions for any Programs.
- (e) Each Member shall cooperate fully with the Authority and any insurer or reinsurer under any Program in determining the causes of losses, in the settlement of losses and in any other matters relating to this Agreement.
- (f) Each Member shall provide the Authority with such other information or assistance as may be necessary for the Authority to carry out the Programs under this Agreement.
- (g) Each Member shall comply with all Bylaws and policies and procedures adopted by the Board of Directors.
- (h) Each Member shall remain a “Regular Member,” “Affiliate Member” or “Associate Member,” as defined in the Association’s Bylaws and as applicable in relation to that Member’s entity status, in good standing of the Association.

## **Article 17 - Programs and Services**

The Authority may develop and implement Programs and provide Services the Authority deems necessary, advisable and beneficial to Members. The Authority, through the Board of Directors, shall use its best efforts to develop outside funding sources to avoid imposing on the Members any monetary obligations other than contributions to be paid as consideration for participation in the Programs. Each Member may apply for membership and participation in any Program conducted by the Authority and to receive any Service provided by the Authority, but acceptance in any Program shall be subject to the approval of the Insurance Program Administrator or the Board of Directors.

## **Article 18 — New Members**

The Authority shall allow new Members to join the Authority and participate in the Programs and receive the Services upon approval by the Board of Directors, and upon any conditions or limitations that the Board deems appropriate. Members entering under this Article may be required to pay their share of the Authority’s organizational expenses as determined by the Board of Directors. Any such new Member must be a “Regular

Member,” “Associate Member” or “Affiliate Member” of the Association, as may be applicable. Any new Member of the Authority must commit to membership for an initial term of three (3) years, subject to earlier withdrawal only in accordance with the provisions of Article 19, below.

#### **Article 19 — Withdrawal**

(a) A Member may withdraw as a party to this Agreement upon thirty (30) days' advance written notice to the Authority if it has never been a participant in any Program, or if it has withdrawn from all Programs in which it was a participant in accordance with subdivision (b), below; provided, however, that no Member may withdraw before the expiration of its initial three (3) year membership term unless: (i) there is an increase of fifteen percent (15%) or more in any single year in that Member's contribution(s) for any particular Program(s) that does not result from the Member's actions or misconduct; or (ii) the Insurance Program Administrator in place at the time the Member joined the Authority separates from the Authority for any reason, including, but not limited to, the Authority's termination of the Insurance Program Administrator's engagement with the Authority or the Insurance Program Administrator's resignation from the Authority.

(b) Subject to the provisions of subdivision (a), above, after becoming a participant in a Program, a Member may withdraw from that Program only at the end of a coverage year, or as may otherwise be allowed by the Board of Directors; and only if the Member has given the Authority at least six (6) months' advance written notice of that proposed withdrawal.

(c) A former Member who again desires to participate in an Authority Program after having withdrawn from that Program must again join the Authority as a new Member before it may participate in that Program. The terms of each Program shall determine whether any benefits will be held over from that Member's former status as a previous Program participant.

(d) A Member may not withdraw as a party to this Agreement nor as a member of the Authority until it has withdrawn from all of the Programs of the Authority.

(e) Notwithstanding any other provision of this Article 19, a District that is the only District that is a Member of the Authority at a particular time may not withdraw from the Authority until the first of the following occurs: (i) six (6) months have elapsed since that District has given the Authority written notice of its desire to withdraw; or (ii) the Authority has secured a written commitment from another District to join the Authority.

#### **Article 20 — Cancellation by Authority of Membership or Participation**

(a) Notwithstanding the provisions of Article 19, the Authority shall have the right to cancel any Member's participation in any Program upon a two-thirds vote of the Directors present at any Duly Constituted Board Meeting, provided that a reasonable time shall be afforded, at the discretion of the Board of Directors, to place coverage

elsewhere before that cancellation shall be effective. For purposes of this subdivision, a reasonable time shall consist of at least ninety (90) days' prior written notice, unless the cancellation results from a material increase in hazard as a result of the Member's operations, in which case at least ten (10) days' written notice shall be provided. Such cancellation shall not relieve the Member or former Member of its responsibilities as provided for in Article 21(b).

(b) Notwithstanding any other provisions of this Agreement, the participation of any Member of the Authority, including participation in any of the Authority's Programs and receiving any of the Services, shall cease and be canceled automatically at the end of the next complete coverage year for each Program and Service whenever such Member's membership in the Association ceases. Such automatic cancellation shall not relieve the Member or former Member of its responsibilities as provided for in Article 21(b).

(c) Notwithstanding any other provisions of this Agreement, the participation of any Member, including participation in any of the Authority's Programs and Services, may be canceled at the discretion of the Board of Directors whenever such Member is dissolved, consolidated, merged or annexed. A reasonable time shall be afforded, in the discretion of the Board of Directors, to place coverage elsewhere. Any such cancellation shall not relieve the Member or former Member of its responsibilities as provided for in Article 21(b).

#### **Article 21 — Effect of Withdrawal or Cancellation**

(a) The withdrawal or cancellation of any Member from this Agreement shall not terminate the Agreement and a Member by withdrawing or being canceled shall not be entitled to payment or return of any contribution, consideration or property paid, or donated by the Member to the Authority, or to any distribution of assets, except as provided in Article 22(c).

(b) The withdrawal or cancellation of any Member after the effective date of any Program shall not terminate its responsibility to pay its share of the costs of that Program until all claims, or other unpaid liabilities, covering the Program period any part of which the Member was signatory thereto have been finally resolved

#### **Article 22 — Termination and Distribution**

(a) This Agreement may be terminated at any time by the written consent of three-fourths (3/4) of the Members, provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distributing assets and all other functions necessary to wind up the affairs of the Authority. This Agreement shall also terminate if a District that is the only District then a Member of the Authority withdraws in accordance with Section 19(e), above, and no other District becomes a Member of the Authority before that withdrawal becomes effective.

(b) The Board of Directors is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority.

(c) Upon termination of this Agreement, all properties and cash of the Authority shall be distributed only among the Members that have been signatories hereto, including any of those Members which previously withdrew pursuant to Article 19(d) or were canceled pursuant to Article 20 of this Agreement, in accordance with and proportionate to their cash contributions (including payments and property contributions at market value when received) made during the term of this Agreement. The Board of Directors shall determine such distribution within six (6) months after satisfaction of the last remaining liability of the Authority.

(d) In the absence of a Board of Directors, the Chief Executive Officer shall exercise all powers and authority under this Article. The decision of the Board of Directors or, in the absence of a Board of Directors, the Chief Executive Officer under this Article shall be final.

### **Article 23 -- Enforcement**

The Authority is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce the terms of this Agreement, the Bylaws and/or any policies and/or procedures of the Board of Directors and the nondefaulting party(s) should employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party(s) herein contained, the defaulting party agrees that it will on demand therefore pay to the nondefaulting party(s) the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party(s).

### **Article 24 – Non-liability of Directors, Officers and Employees**

In accordance with Government Code Sections 825 et seq., the Board of Directors, and the officers and employees of the Authority, including former Directors, officers and employees, shall not be liable to the Authority, to any Member or former Member, or to any other person, for actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or omitted by any employee or independent contractor; for loss incurred through the investment or failure to invest funds; or for loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such Director, officer or employee. The Authority shall defend and shall indemnify and hold harmless its Directors, officers and employees, including former Directors, officers and employees, from any and all claims, demands, causes of action, and damages arising out of their performance of their duties as such Directors, officers or employees of the Authority except in the event of fraud, gross negligence, corruption, malice or intentional misconduct, and the funds of the Authority shall be used for such purpose. The Authority may purchase conventional insurance to protect the Authority, and its participating Members or former Members, against any such acts or omissions by its Directors, officers and employees, including former Directors, officers and employees.

**Article 25 — Provision for Bylaws and Mission Statement**

As soon as practicable after the first meeting of the Board of Directors, the Board shall cause to be developed Authority Bylaws and a Mission Statement.

**Article 26 — Notices**

Notices to Members hereunder shall be sufficient if delivered to the principal office of the respective Member.

**Article 27 — Amendment**

This Agreement may be amended at any time by a majority vote of the Members, and any such amendment shall be binding on the Members to the extent allowed by law.

**Article 28 — Prohibition against Assignment**

No Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member shall have any right, claim or title or any part, share, interest, fund, contribution or asset of the Authority.

**Article 29 -- Counterparts**

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

**Article 30 -- California Law**

This Agreement shall be governed by and construed under the laws of the State of California.

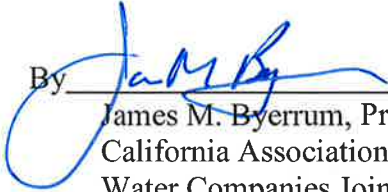
**Article 31 -- Severability**

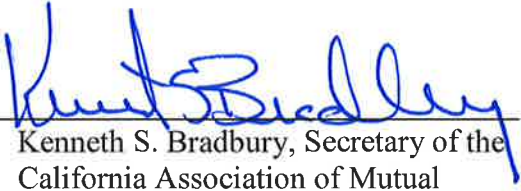
Should any part, term or provisions of this Agreement be determined by any court of component jurisdiction to be illegal or in conflict with any law of the State of California or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

**Article 32 — Agreement Complete**

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

IN WITNESS WHEREOF, this Amended Joint Powers Agreement Creating the California Association of Mutual Companies Joint Powers Risk and Insurance Management Authority was unanimously approved pursuant to Article 27 of the original Joint Powers Agreement Creating the California Association of Mutual Companies Joint Powers Insurance Authority (the "Authority") by the Authority's Board of Directors, by action taken at a duly noticed and held public meeting on January 28, 2016.

By  \_\_\_\_\_  
James M. Byerrum, President of the  
California Association of Mutual  
Water Companies Joint Powers Risk  
and Insurance Management Authority

By  \_\_\_\_\_  
Kenneth S. Bradbury, Secretary of the  
California Association of Mutual  
Water Companies Joint Powers Risk  
and Insurance Management Authority

**APPENDIX A**

**INITIAL MEMBERS OF THE  
CALIFORNIA ASSOCIATION OF MUTUAL WATER COMPANIES  
JOINT POWERS RISK AND INSURANCE MANAGEMENT AUTHORITY**

North of the River Municipal Water District (public agency member)

Bellflower-Somerset Mutual Water Company (mutual water company member)

California Domestic Water Company (mutual water company member)

Covina Irrigating Company (mutual water company member)

Montebello Land & Water Company (mutual water company member)

Oildale Mutual Water Company (mutual water company member)

Rubio Cañon Land and Water Association (mutual water company member)

South Mesa Water Company (mutual water company member)

Sunny Slope Water Company (mutual water company member)

Valencia Heights Water Company (mutual water company member)



## RECLAMATION DISTRICT NO. 1000

DATE: MARCH 8, 2024

AGENDA ITEM NO. 6.1

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**TITLE:** Participation in California Cooperative Liquid Assets Securities System

**SUBJECT:** Cash Management Solutions Designed for Public Agencies

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### BACKGROUND:

The District's reserve funds are distributed across various accounts with the County, City, State, and the District's bank. This diversification strategy serves multiple purposes: enhancing safety, ensuring access to funds, and optimizing yield. District staff have researched investment alternatives that could yield better returns than BMO, the Local Agency Investment Fund (LAIF), the Sacramento County Treasury, and the Sacramento City Pool. The California Cooperative Liquid Assets Securities System (California CLASS) stands out among these options. California Class provides public agencies with an additional diversification avenue for both daily liquidity and strategic reserve investments. Notably, this program is jointly sponsored by the California Special Districts Association (CSDA) and the League of California Cities.

The California CLASS program is authorized under California Government Code Section 6509.7 and is a pooled investment option established through a joint exercise of powers agreement among California public agencies. It is a new investment pool specifically designed to meet the growing investment needs of California public agencies. The program provides an opportunity for agencies to invest cooperatively in rated pools managed in accordance with state law.

The primary objectives of California CLASS are 1) safety of investment principle, 2) daily and next-day liquidity, and 3) optimized returns for participants.

California CLASS offers two investment fund options: Prime Portfolio and Enhanced Cash.

1. **The PRIME Fund** aims to generate investment income for everyday funds. Prime strives to earn a competitive rate of return while maintaining liquidity, preserving capital, and a stable Net Asset Value (NAV) of \$1.00. The AAAM principal stability fund rating assigned by S&P Global Ratings to California CLASS Prime underscores its safety and stability.
2. **Enhanced Cash Fund** is a next-day liquidity investment option designed for participants who seek to generate a higher yield while complementing the daily liquidity offered by the California CLASS PRIME FUND. Enhanced cash is best suited for non-operating dollars and strategic reserves that a public agency would not anticipate withdrawing for 12-18 months. California CLASS Enhanced Cash is designed for investors with slightly longer investment horizons and the ability to tolerate a higher risk profile. Rated by Fitch Ratings, the rating for this fund is AA Af/S1. This fund is calculated and published as a fair value NAV daily. The California Class Enhanced Cash portfolio has designated a \$10.00 transactional share price to differentiate the portfolio from a traditional \$1.00 stable NAV fund.



**TITLE: Participation in California Cooperative Liquid Assets Securities System**

The fund operates with transparent governance and is guided by a Board of Trustees composed of public finance officials. The Board hired Public Trust Advisors to provide investment expertise for the portfolio (California CLASS) with Local Government Investment Pools (LGIPs) like California CLASS in 12 different states with over \$81 billion in assets under management and the largest LGIP in the nation.

Participation in California CLASS is open to all public agencies in California that have the authority to invest their treasury funds under CA Government Code Section 6500.

**RECOMMENDATION:**

Staff recommends that the Board consider approving the District’s participation in California Class and authorize the approval of Resolution No. 2024-03-01 authorizing Reclamation District No. 1000 to become a participant and purchase shares of beneficial interest issued by the California Class from time to time.

**FINANCIAL IMPACT:**

Potential improvements to yield on savings and investment accounts, amount undetermined. Note that the FDIC or any other government agency does not insure or guarantee an investment in California CLASS. Past fund performance is not a guarantee of future results. Any financial and/or investment decision may incur losses.

**ATTACHMENTS:**

1. Resolution No. 2024-03-01 authorizing Reclamation District No. 1000 to become a participant and purchase shares of beneficial interest by the California CLASS.
2. California CLASS Registration Packet
3. California Class Prime Fund Information
4. California Class Enhanced Cash Fund Information
5. California Class Participant List
6. California Class Features and Benefits
7. California Class Holdings December 2023
8. Investment Policy

**STAFF RESPONSIBLE FOR REPORT:**

  
\_\_\_\_\_  
Joleen Gutierrez, Administrative Service Manager

Date: 03/01/2024

  
\_\_\_\_\_  
Kevin L. King, General Manager

Date: 03/01/2024



RECLAMATION DISTRICT NO. 1000  
RESOLUTION NO. 2024-03-01

**A RESOLUTION OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT NO. 1000  
AUTHORIZING THE RECLAMATION DISTRICT NO. 1000 TO BECOME A PARTICIPANT AND  
PURCHASE SHARES OF BENEFICIAL INTEREST ISSUED BY THE  
CALIFORNIA CLASS FROM TIME TO TIME**

At a regular meeting of the Board of Trustees of Reclamation District No. 1000 held at the District Office on the 8<sup>th</sup> day of March 2024, the following resolution was approved and adopted:

**WHEREAS**, the Reclamation District No. 1000 (“District”) is permitted and has the power pursuant to California Government Code section(s) 53601 and/or 53635 to invest all money belonging to, or in the custody of, the District in certain specific investments, including but not limited to securities and obligations as described in California Government Code section 53601, subdivision (p); and

**WHEREAS**, the California Cooperative Liquid Asset Securities System (“California CLASS”) is a joint powers entity created by a joint exercise of powers agreement (“Agreement”) by and among California public agencies pursuant to Government Code section 6509.7; and

**WHEREAS**, the Agreement sets forth the terms of the “California CLASS Investment Program” which has been established for the purpose of consolidating investment activities of the participating public agencies (referred to in the Agreement as “Participants”) and thereby reducing duplication, taking advantage of economies of scale, and performing governmental functions more efficiently; and

**WHEREAS**, pursuant to California Government Code section 6509.7, a joint powers entity such as the California CLASS may issue shares of beneficial interest in an underlying pool of securities owned by the joint powers entity to participating public agencies such as the District; and

**WHEREAS**, the District desires to invest in one or more funds of the California CLASS Investment Program to be managed by the Investment Advisor to the California CLASS pursuant to the terms of the Agreement; and

**WHEREAS**, the Agreement and description of the California CLASS have been presented to the District and its Board of Trustees.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE RECLAMATION DISTRICT NO. 1000:**

1. The Board of Trustees does hereby find that the foregoing recitals are true and correct and hereby incorporates them into its findings.
2. The General Manager of the District is hereby authorized to complete the Participant Registration materials for the California CLASS Investment Program so that the District may become a Participant under the Agreement and purchase shares of beneficial interest issued by the California CLASS from time to time with available funds of the District, and to redeem such shares as needed.

**ON A MOTION BY** Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_, the foregoing resolution was passed and adopted by the Board of Trustees of Reclamation District No. 1000, this 8<sup>th</sup> day of March 2024, by the following vote, to wit:

AYES: Trustees:  
NOES: Trustees:  
ABSTAIN: Trustees:  
RECUSE: Trustees:  
ABSENT: Trustees:

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Elena Lee Reeder  
President, Board of Trustees  
Reclamation District No. 1000

CERTIFICATION:

I, Joleen Gutierrez, Secretary of Reclamation District No. 1000, hereby certify that the foregoing Resolution 2024-03-01 was duly adopted by the Board of Trustees of Reclamation District No. 1000 at the regular meeting held on the 8<sup>th</sup> of March 2024 and made a part of the minutes thereof.

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Joleen Gutierrez, District Secretary



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**California CLASS Registration Packet**



## Welcome to California CLASS

Thank you for choosing California CLASS!

We believe you have made a sound financial decision in choosing California Cooperative Liquid Assets Securities System (California CLASS). We look forward to being a trusted partner to your organization and its investment management goals and are excited to connect with you to make your investment process a positive, easy experience.

This packet contains all the materials necessary to set up your California CLASS account(s). If you have any questions about the registration process or about your California CLASS account(s), please do not hesitate to contact us. The California CLASS Client Service team can be reached any business day from 8:00 a.m. to 4:00 p.m. PT by phone at (877) 930-5213 or by email at [clientservices@californiaclass.com](mailto:clientservices@californiaclass.com).

## Registration Procedures

**To participate in California CLASS, please complete the following:**

- 1) Review the Joint Exercise of Powers Agreement and the applicable Information Statements relating to the California CLASS Prime Fund and the Enhanced Cash Fund (located in the Document Center at [www.californiaclass.com](http://www.californiaclass.com)).
- 2) Complete the California CLASS Participant Representation Form (page 4).
- 3) Complete the Participant Registration (page 5).
- 4) Complete the Authorized Contacts Form (pages 6/7).
- 5) Should you be interested in participating in California CLASS Prime, complete the California CLASS Prime Fund Account(s) to be Established form; you may open as many accounts as you wish (page 8).
- 6) Should you be interested in participating in California CLASS Enhanced Cash, complete the California CLASS Enhanced Cash Fund Account(s) to be Established Form; you may open as many accounts as you wish (page 9).
- 7) Keep the original forms for your records and send the completed packet to the California CLASS Client Service team by fax (877) 930-5214 or by email [clientservices@californiaclass.com](mailto:clientservices@californiaclass.com).

**Questions? Please contact us; we would love to hear from you:**

California CLASS Client Service Team  
T (877) 930-5213  
[clientservices@californiaclass.com](mailto:clientservices@californiaclass.com)

Through the California CLASS website, [www.californiaclass.com](http://www.californiaclass.com), Participants will be regularly informed of important program information, holidays, upcoming Board meetings, Participant events, conferences, and more. Board of Trustee meetings, which are open to the public, are generally held quarterly and discuss relevant issues to the governance and operations of the California CLASS program.

## Participant Representation Form

### Participant Information

Entity Name (Participant) \_\_\_\_\_

### Participant Representations

The undersigned Authorized Signer for the Participant hereby represents and warrants the following during the period the Participant is investing in the California CLASS Investment Program:

- The Participant is (1) a Public Agency (as defined in the Joint Exercise of Powers Agreement) and (2)(a) a political subdivision of the State of California or (b) an organization whose income is excluded from taxable gross income under Section 115 of the Internal Revenue Code, in each case, that has the authority to invest funds in its treasury in investments in accordance with Section 53601 of the California Government Code.
- The Participant is authorized to invest in the California CLASS.
- Any Authorized Signer for the Participant designated in this California CLASS Registration Packet has full power and authority to make investments for the above Participant in the California CLASS Investment Program unless the California CLASS receives written notice from the Participant otherwise.
- The Participant has reviewed and agrees to the limitations described in the Joint Exercise of Powers Agreement and the Information Statements for the Funds within the California CLASS Investment Program and acknowledges that it has been supplied with or been given access to information it requested in connection with making an investment in the California CLASS Investment Program.
- The Participant has reviewed the Investment Policies for the Funds within the California CLASS Investment Program and has determined that they are consistent with the legal and policy limitations applicable to the Participant’s investments.
- The Participant has consulted with its own counsel and advisers as to all matters concerning investment in the California CLASS Investment Program.

### Authorized Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**





### Participant Registration

#### Entity Information

Entity Name (Participant) \_\_\_\_\_

Entity Type:            City/Town                            County                            School District                            Special District  
Other (Specify) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

Physical Address (if different than above) \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

Tax ID \_\_\_\_\_ Fiscal Year End Date (Month/Day) \_\_\_\_\_

California CLASS is hereby authorized to honor any telephone, faxed, or electronic request believed to be authentic for withdrawal of funds. The withdrawal proceeds can be sent only to the bank(s) indicated below unless changed by written instructions. Each Participant is responsible for notifying California CLASS of any changes to its account by filling out and sending via mail or email the Forms available on the California CLASS website.

Wires will be distributed every hour with the final distribution ending at 11:00 a.m. PT; distribution times are subject to change as needed by the California CLASS Administrator. Additionally, California CLASS must be notified of any contributions by 11:00 a.m. PT to receive same day credit. **If funds are not received by 2:00 p.m. PT, contribution orders will be voided.**

#### Banking Information

Bank Name \_\_\_\_\_ Bank Routing Number (ABA) \_\_\_\_\_

Account Title \_\_\_\_\_ Account Number \_\_\_\_\_

Bank Contact \_\_\_\_\_ Contact's Phone Number \_\_\_\_\_

Wire                            ACH                            Both

#### Additional Banking Information (Optional)

Bank Name \_\_\_\_\_ Bank Routing Number (ABA) \_\_\_\_\_

Account Title \_\_\_\_\_ Account Number \_\_\_\_\_

Bank Contact \_\_\_\_\_ Contact's Phone Number \_\_\_\_\_

Wire                            ACH                            Both

## Authorized Contacts

Authorized Signers Can:	Read-Only Users Can:
Approve changes to the Investor Profile Update banking/contact information Transfer funds Receive account updates	Receive account updates Request "view-only" access to monthly statements and transaction confirmations

### Authorized Signer

Print First and Last Name

Title

**Signature Required**

Phone

Email

Fax

#### Email Notifications (notice of report availability in the online portal)

- Monthly Statements
- Transaction Confirmations

### Additional Contact (Optional)

Print First and Last Name

Title

**\*(Signature Required if Authorized Signer)**

Phone

Email

Fax

#### Permissions (check one only)

- Authorized Signer to Move Funds\*
- Read-Only Access

#### Email Notifications (notice of report availability in the online portal)

- Monthly Statements
- Transaction Confirmations

### Additional Contact (Optional)

Print First and Last Name

Title

**\*(Signature Required if Authorized Signer)**

Phone

Email

Fax

#### Permissions (check one only)

- Authorized Signer to Move Funds\*
- Read-Only Access

#### Email Notifications (notice of report availability in the online portal)

- Monthly Statements
- Transaction Confirmations

## Authorized Contacts (cont.)

### Additional Contact (Optional)

Print First and Last Name

Title

**\*(Signature Required if Authorized Signer)**

Phone

Email

Fax

#### Permissions (check one only)

- Authorized Signer to Move Funds\*
- Read-Only Access

#### Email Notifications (notice of report availability in the online portal)

- Monthly Statements
- Transaction Confirmations

### Additional Contact (Optional)

Print First and Last Name

Title

**\*(Signature Required if Authorized Signer)**

Phone

Email

Fax

#### Permissions (check one only)

- Authorized Signer to Move Funds\*
- Read-Only Access

#### Email Notifications (notice of report availability in the online portal)

- Monthly Statements
- Transaction Confirmations

### Additional Contact (Optional)

Print First and Last Name

Title

**\*(Signature Required if Authorized Signer)**

Phone

Email

Fax

#### Permissions (check one only)

- Authorized Signer to Move Funds\*
- Read-Only Access

#### Email Notifications (notice of report availability in the online portal)

- Monthly Statements
- Transaction Confirmations



### California CLASS Prime Fund Account(s) to be Established

Entity Name (Participant): \_\_\_\_\_

Desired Subaccount Name(s)\*:

(To be completed by Participant)

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\*Name must be limited to 35 characters.

Once your California CLASS account has been established, you will receive a confirmation email with your login credentials from [no-reply@californiaclass.com](mailto:no-reply@californiaclass.com). If you do not receive your login credentials within 48 business hours of submission, please first check your junk or spam folder before calling the California CLASS Client Service team.



## California CLASS Enhanced Cash Fund Account(s) to be Established

Entity Name (Participant): \_\_\_\_\_

Desired Subaccount Name(s)\*:

(To be completed by Participant)

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California CLASS Enhanced Cash is designed to complement the daily liquidity offered by the California CLASS Prime portfolio.

**Enhanced Cash does not seek to maintain a stable net asset value (NAV) and does not offer daily liquidity.** Unlike the Prime Fund, investing in Enhanced Cash introduces the potential for the reporting of unrealized and realized gains and losses.

If you have questions about which of your local government’s funds are appropriate for the California CLASS Enhanced Cash portfolio, please contact your California CLASS representative or email [info@californiaclass.com](mailto:info@californiaclass.com).

\*Name must be limited to 35 characters.

Once your California CLASS account has been established, you will receive a confirmation email with your login credentials from [no-reply@californiaclass.com](mailto:no-reply@californiaclass.com). If you do not receive your login credentials within 48 business hours of submission, please first check your junk or spam folder before calling the California CLASS Client Service team.

**AGENDA ITEM 6.1  
ATTACHMENT NO. 3**



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## **Prime Fund Information Statement**

**July 2023**

## Introduction

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The purpose of this Information Statement for the California CLASS Prime Fund (Prime Fund) is to provide information to Participants (as defined herein) in connection with the purchase of Shares (as defined herein) in the Prime Fund. This Information Statement for the Prime Fund describes certain provisions of the JPA Agreement (as defined herein) for the California CLASS and the Investment Policy for the Prime Fund. Participants interested in the purchase of Shares in the Prime Fund should review the full terms of the JPA Agreement (located in the Document Center at [www.californiaclass.com](http://www.californiaclass.com)) and the Investment Policy for the Prime Fund described herein (located in the Document Center at [www.californiaclass.com](http://www.californiaclass.com)), each of which are incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meanings set forth in the JPA Agreement.

The contents of this Information Statement should not be considered to be legal, tax or investment advice, and Participants should consult with their own counsel and advisers as to all matters concerning investment in the Prime Fund.

## California CLASS Prime Fund Summary

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The California Cooperative Liquid Assets Securities System, doing business as the California CLASS, is a California joint powers authority created pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (commencing with Section 6500), known as the Joint Exercise of Powers Act (Act) and the JPA Agreement referenced below.

The Act provides that two or more public agencies (as defined herein, Public Agencies) that have the authority to invest funds in their treasuries may, by agreement, jointly exercise that common power and create a joint powers authority separate from such Public Agencies to exercise such common power and to act as administrator of the agreement. Under this authority, California CLASS was created pursuant to a Joint Exercise of Powers Agreement (JPA Agreement) dated as of June 6, 2022, between the Founding Participants (as defined in the JPA Agreement).

The Act authorizes a joint powers authority, such as California CLASS, to issue shares of beneficial interest in authorized investments to participating Public Agencies (collectively referred to herein, as Participants and individually, as a Participant). See "Eligible Shareholders." The JPA Agreement sets forth the terms of the investment program known as California CLASS Investment Program, including the establishment of Funds in which Participants purchase shares of beneficial interest issued by California CLASS in authorized investments that are owned by California CLASS. The Prime Fund is one of the initial Funds established by the California CLASS.

The purpose of the California CLASS is to consolidate investment activities of the Participants and thereby reduce duplication, take advantage of economies of scale and perform governmental functions more efficiently through the California CLASS Investment Program.

As a joint powers authority, California CLASS provides a professionally managed pooled investment program for Participants. See "Investment Advisor & Administrator." Pursuant to the JPA Agreement, California CLASS is governed by a Board of Trustees and is sponsored by the California Special Districts Association (CSDA) and the League of California Cities (Cal Cities and together with CSDA, the Sponsors). See "Board of Trustees."

The Shares in the California CLASS Prime Fund have not been, and are not required to be, registered under any federal or state securities law. The California CLASS has not been, and is not required to be, registered under the Investment Company Act of 1940, as amended. Accordingly, the California CLASS and its Prime Fund are not subject to the provisions of that Act, including the protective rules relating to registered money market funds and other types of mutual funds.

## Prime Fund Investment Objectives

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California CLASS provides a professionally managed pooled investment program for Participants. The general objective of the Prime Fund is to generate additional investment income for the Participants while maintaining safety and liquidity. The Prime Fund is managed by the California CLASS to comply with the requirements of California law, specifically California Government Code Section 53601.

The Prime Fund is managed by the California CLASS and seeks to provide a safe, convenient, and daily liquid investment option for Participants. As described below, the investment objectives of the Prime Fund are to preserve principal, provide daily liquidity, earn a competitive rate of return, and maintain a stable Net Asset Value (NAV) of \$1.00. The Prime Fund accrues net income daily and pays net income on a pro rata basis monthly.

The California CLASS has established that the Prime Fund will have a maximum dollar-weighted average maturity (WAM) of 60 days and a maximum weighted average life (WAL) of 120 days. The Investment Policy created by the California CLASS for the Prime Fund establishes the objectives, policies and restrictions that are designed to facilitate the achievement of these objectives.

The Investment Advisor for the Prime Fund will seek to maintain a 'AAAm' rating from S&P Global Ratings on the Prime Fund. According to S&P Global Ratings, a fund rated 'AAAm' demonstrates extremely strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. 'AAAm' is the highest principal stability fund rating assigned by S&P Global Ratings.

The investment objectives of the Prime Fund in order of priority are:

**Safety:** The Prime Fund is managed to emphasize the preservation of principal while maintaining a stable NAV of \$1.00.

**Liquidity:** The Prime Fund is managed to provide daily liquidity to its Participants. See above for description of the maximum WAM and WAL for investments in the Prime Fund.



**Competitive Returns:** The Prime Fund is managed to generate competitive returns while providing daily liquidity and stability of principal.

No assurances can be given that the investment objectives of the Prime Fund will be achieved.

## Transparency

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The California CLASS seeks to provide transparency to Participants in the Prime Fund by allowing Participants to readily obtain portfolio and account information. The California CLASS will offer dedicated Participant support with an easy-to-use technology platform. Historical and current performance data, Net Asset Value, WAM, and WAL are published and available to Participants on the California CLASS website. Portfolio holdings are published quarterly and are available to Participants through the California CLASS Client Services team on an as-needed basis. Participant breakdowns and expense ratios are also published and available to Participants on the California CLASS website on a quarterly basis.

## Eligible Shareholders

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Any Public Agency that has the authority to invest funds in its treasury in statutorily permitted investments, including but not limited to Section 53601 of the California Government Code, and meets the requirements described in the next paragraph is eligible to become a Participant of the California CLASS Investment Program and is eligible to purchase shares in the Prime Fund.

Each Participant must be a "Public Agency", as that term is defined in Section 6509.7 of the Act, which, as of the date of this Information Statement, is defined as "the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, or regional transportation commission of the State of California or another state, a federally recognized Indian tribe, or any joint powers authority formed pursuant to this article by any of these agencies," and includes "a nonprofit corporation whose membership is confined to public agencies or public officials." Each Participant must also be a political subdivision of a state, or an agency, authority, or instrumentality of the United States, a state of any political subdivision of a state.

## Prime Fund Eligible Investments

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Funds in the Prime Fund are required to be invested by the Investment Advisor in investments permitted by California law, specifically California Government Code Section 53601, and will be made in accordance with the Investment Policy established by the California CLASS for the Prime Fund. As required by California law, funds in the Prime Fund will be invested by the Investment Advisor in accordance with the prudent investor standard of the California Government Code.

While the Investment Policy established by the California CLASS for the Prime Fund covers the eligible investments and their maximum maturity, maximum portfolio allocation, maximum per issuer allocation and minimum credit quality in greater detail, the following types of investments are eligible for inclusion in the Prime Fund:

- U.S. Government and agency obligations
- Repurchase agreements collateralized by U.S. Government and agency obligations
- Registered warrants or treasury notes of the state of California
- Bonds, notes, warrants, or other obligations of a local agency in the state of California
- Registered treasury notes or bonds of any of the other 49 states
- Bankers' acceptances
- Prime commercial paper and asset-backed commercial paper
- Negotiable certificates of deposit
- Corporate notes
- Asset-backed securities
- U.S. dollar denominated senior unsecured obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation or Inter-American Development Bank
- Money market mutual funds

The Investment Policy for the Prime Fund also contains certain investment restrictions on investments in the Prime Fund.

As set forth in Section 53601 of the California Government Code, the legislative body of a local agency having moneys in a sinking fund or moneys in its treasury not required for the immediate needs of the local agency may invest any portion of the money that it deems wise or expedient in the investments described in Section 53601. However, the California Government Code limits the amount of surplus money of a local agency that may be invested in such investments. Each Participant is responsible for monitoring the aggregate amount of its investments in any of these types of investments to ensure its own compliance with the California Government Code. None of the California CLASS, the Administrator, the Investment Advisor, the Custodian or any other agents of the California CLASS shall be responsible for such monitoring or compliance.

Each Participant, by its investment in the Prime Fund, is certifying that it is legally authorized to make such investment. Participants should consult with their legal counsel and/or advisors regarding the legality of investment funds in the Prime Fund.

## Shares; Interests of Participants

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The JPA Agreement provides that the beneficial interests of the Participants in the assets of the Prime Fund and the earnings thereon are divided into "Shares." "Shares" means the unit used to denominate

and measure the respective pro rata beneficial interests of the Participants in a Fund within the California CLASS Investment Program, including the Prime Fund. As required by Section 6509.7 of the Act, each Share shall represent an equal proportionate interest in the Investment Property within a Fund, including the Prime Fund. The JPA Agreement provides that the number of Shares that may be used to measure and represent the proportionate allocation of beneficial interests among the Participants in a Fund, including the Prime Fund, is unlimited. All Shares in a Fund, including the Prime Fund, shall be of one class representing equal distribution, liquidation, and other rights. The beneficial interests measured by the Shares shall not entitle a Participant to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the California CLASS Investment Program or the Investment Property held in the applicable Fund, including the Prime Fund. Title to the Investment Property held in the applicable Fund, including the Prime Fund, of every description is vested in the California CLASS. The Participants shall have no interest in the Investment Property held in the applicable Fund, including the Prime Fund, other than the beneficial interests conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights, or interests of the California CLASS.

In its discretion, the California CLASS may from time to time allocate Shares in addition to the then allocated Shares to such Participant for such amount and such type of consideration (including without limitation income from the investment of Investment Property held in the applicable Fund, including the Prime Fund) at such time(s) (including without limitation each Business Day in accordance with the maintenance of a constant net asset value per Shares as set forth in the JPA Agreement for constant net asset value Funds, such as the Prime Fund), and on such terms as the California CLASS may deem best. In connection with any allocation of Shares, the California CLASS may allocate fractional Shares. From time to time, the California CLASS may adjust the total number of Shares allocated without thereby changing the proportionate beneficial interests in the Investment Property held in the applicable Fund, including the Prime Fund. Reductions or increases in the number of allocated Shares may be made in order to maintain a constant net asset value per Share for constant net asset value Funds, such as the Prime Fund. Shares shall be allocated and redeemed as one hundredths (1/100ths) of a Share or any multiple thereof.

## Investment Risks

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Participants should specifically consider the following risks before deciding to invest in the Prime Fund. The following summary does not purport to be comprehensive or definitive of all risk factors.

Investing involves risks including the possible loss of principal.

### **Interest Rate Risks**

The prices of the fixed-income securities in Prime Fund will rise and fall in response to changes in the interest rates paid by similar securities. Generally, when interest rates rise, prices of fixed-income securities fall. However, market factors, such as demand for particular fixed-income securities, may cause the price of certain fixed-income securities to fall while the price of other securities rise or remain unchanged. Interest rate changes have a greater effect on the price of fixed-income securities with longer maturities. The Investment Advisor will seek to manage this risk by purchasing short-term securities.

### **Credit Risks**

Credit risk is the possibility that an issuer of a fixed-income security held in Prime Fund will default on the security by failing to pay interest or principal when due. If an issuer defaults, Participants in Prime Fund may incur losses. The Investment Advisor will seek to manage this risk by purchasing high quality securities as determined by one or more Nationally Recognized Statistical Ratings Organizations and/or the Investment Advisor's credit research team. The Investment Policy for the Prime Fund contains a description of the minimum credit quality for each category of eligible investment in the Prime Fund.

### **Stable Net Asset Value Risks**

Although the Prime Fund is managed to maintain a stable NAV of \$1.00 per Share, there is no guarantee that it will be able to do so.

### **Investment Not Insured or Guaranteed**

An investment in California CLASS is neither insured nor guaranteed by the Federal Deposit Insurance Corporation or any other government agency.

### **Liquidity Risk**

Prime Fund is subject to certain liquidity risks in which the size of a bond's market, the frequency of trades, the ease of valuation, and/or issue size may impact the Investment Advisor's ability to sell investments in a timely fashion or at or near fair value in order to fulfill a Participant's redemption request.

### **Market Risk**

Market risk is the risk that the value of securities owned goes up or down, sometimes rapidly and/or unpredictably, due to factors affecting securities markets generally or within particular industries.

### **Issuer Risk**

The risk that the value of a security declines for a reason directly related to the issuer such as management performance, financial leverage, and reduced demand for the issuer's goods or services.

## Default Risk

The risk that a bond issuer (or counterparty) will default by failing to repay principal and interest in a timely manner.

## Board of Trustees

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Pursuant to the JPA Agreement, the management of California CLASS is governed by a Board of Trustees (Board). The Board supervises the California CLASS and its affairs and acts as the liaison between the Participants, the Custodian, the Administrator, the Investment Advisor and all service providers.

CSDA and Cal Cities are sponsors of the California CLASS. The governing bodies of CSDA and Cal Cities each appoint two (2) Trustees who are either elected, appointed, or staff from a California CLASS Participant which is also a CSDA or Cal Cities member; or, staff from CSDA and Cal Cities. One seat on the Board shall be a Participant that is appointed by a majority vote of the Board.

Initially, the number of Trustees shall be five (5) voting Trustees. The Board may expand the membership of the Board and set initial terms for each additional Trustee. The Board approved the Investment Policy for the Prime Fund and may approve amendments to such Investment Policy from time to time. Upon the Board's approval of any amendment to the Investment Policy for the Prime Fund, the amended Investment Policy will be posted to the website of California CLASS.

See [www.californiaclass.com](http://www.californiaclass.com) for a description of the current Trustees and officers of the California CLASS.

## Investment Advisor & Administrator

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Pursuant to an agreement with the California CLASS, Public Trust Advisors, LLC (Public Trust) serves as the Investment Advisor and Administrator for California CLASS Investment Program.

As Investment Advisor, Public Trust provides investment services to the California CLASS, including the Prime Fund. Public Trust is an investment advisory firm headquartered in Denver, Colorado with offices in Los Angeles, California. Public Trust is registered with the Securities and Exchange Commission as an investment advisor under the Investment Advisers Act of 1940.

As Administrator, Public Trust services all Participant accounts in the California CLASS Investment Program, including all Participant accounts in the Prime Fund, determines and allocates income of the California CLASS Investment Program, provides certain written confirmation of the investment and withdrawal of funds by Participants, provides administrative personnel and facilities to the California CLASS, determines the NAV of the Prime Fund on a daily basis, and performs all related administrative services for California CLASS. At least quarterly, the Administrator provides the Board with a detailed evaluation of the performance of the California CLASS Investment Program, including the Prime Fund,

based upon a number of factors. This evaluation includes a comparative analysis of the investment results of the California CLASS Investment Program, including the Prime Fund, in relation to industry standards such as the performance of comparable money market mutual funds and various indexes of money market securities.

## Custodian

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Pursuant to an agreement with the California CLASS, U.S. Bank, N.A. serves as Custodian for California CLASS Investment Program.

As Custodian, U.S. Bank, N.A. acts as directed custodian for the California CLASS Investment Program, including the Prime Fund, and serves, in accordance with California law, as the depository in connection with the direct investment and withdrawal mechanisms of California CLASS Investment Program. U.S. Bank, N.A. does not participate in the investment decision making process of the California CLASS Investment Program.

The Custodian shall hold the Investment Property (excluding cash, which is not held by the Custodian), in its capacity as Custodian on behalf of California CLASS. Such Investment Property shall be custodial property of the Custodian and shall not be, or be deemed to be, an asset of the Custodian.

Within fifteen (15) days after the end of each month, the Custodian shall send statements providing the closing balance in the Account at the end of such month and the transactions performed in the Account during such month to the Administrator and the California CLASS.

## Independent Auditors

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An independent certified public accounting firm, Cohen & Co. has been engaged to audit the annual financial statements of the California CLASS. The audit will contain statements of assets and liabilities, of operations, and of changes in net assets. The opinion of the independent certified public accountant on such financial statements is based on an examination of the books and records of California CLASS made in accordance with generally accepted accounting principles (GAAP). The fiscal year of the California CLASS ends each March 31.

## How to Become a Participant

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See "Eligible Shareholder" to determine if you are eligible to be a Participant in the California CLASS Investment Program. Any prospective Participants seeking to purchase Shares in the Prime Fund should review the JPA Agreement, this Information Statement for the Prime Fund, and the Investment Policy for the Prime Fund and then simply complete the California CLASS Registration Packet found in the document center of the California CLASS website (located in the Document Center at [www.californiaclass.com](http://www.californiaclass.com)). Please email all completed forms to [clientservices@californiaclass.com](mailto:clientservices@californiaclass.com).

There is no limit on the number of subaccounts that can be opened by a Participant. The Administrator will notify the prospective Participant of its approval of the Registration Forms and the account number(s) assigned. The Administrator reserves the right to reject any Registration in its discretion. Investment in the Prime Fund may be effectuated through the California CLASS Participant Portal. Secure online access will be available to Participants with respect to their accounts. Information with respect to the Prime Fund, including daily yield, up-to-date account information, and a transaction history will be available online. Confirmations of each contribution (purchase of Shares) and withdrawal (redemption of Shares) of funds will be available online to a Participant within one business day of the transaction.

## Purchase of Shares; Investments

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Payments by the Participant to the California CLASS, and the crediting of Shares resulting therefrom, are referred to herein as "contributions" for convenience. Participants may purchase Shares in the Prime Fund by Automated Clearing House (ACH) transfer or wire transfer from the Participant to the Custodian, as described in the Investment Procedures set forth below. The California CLASS does not charge a fee for receipt of wire contributions. However, a Participant's bank may charge a fee for wiring funds.

There is no maximum or minimum amount that must be invested in the Prime Fund nor is there any maximum or minimum limitations on the aggregate amount of the investment funds that any Participant may have invested at any one time with California CLASS.

### **Investment Procedures**

1. The Participant shall provide notice via the Participant Transaction Portal to the Administrator indicating the amount to be invested in the Prime Fund and indicating which Account of the Prime Fund the investment is to be made. The Participant shall instruct its bank depository to wire or electronically transfer Investment Funds to the applicable Account at the Custodian for the purchase of investments to be held by the Custodian in such Account.
2. The Administrator shall receive the notice described in (1) from the Participant.
3. Investments received by the Custodian by 11:00 a.m. PT will be used to purchase Shares in the Prime Fund.
4. If Investment Funds for which notification of investment has been given are not received by the end of the business day on which such notification is given, the Administrator shall deduct the value of such Investment Funds (including any earning income) from the Participant's balance if previously credited.
5. The Participant is prohibited from requesting payments from amounts credited to its balance in the Prime Fund until such Investment Funds are received by the Custodian from the Participant.

These Investment Procedures may be amended from time-to-time pursuant to the JPA Agreement provided, however, the Administrator will only change the times set forth above after consulting with the Custodian.

## Redemptions of Shares; Withdrawals; Transfers

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Payments by the California CLASS to Participants, and the reduction of Shares resulting therefrom, are referred to herein as “redemptions” for convenience. Redemptions of Shares from the Prime Fund may be made via ACH or wire transfer from the Custodian to the Participant, as described in the Payment Procedures set forth below. Shares in the Prime Fund will be redeemed in the amount of the withdrawal assuming a NAV of \$1.00 per Share.

There is no maximum or minimum amount that must be invested in the Prime Fund nor is there any maximum or minimum limitations on the aggregate amount of the investment funds that any Participant may have invested at any one time with California CLASS.

Each Participant, by its investment in any Fund, including the Prime Fund, agrees that the California CLASS may temporarily suspend the right of redemption or postpone the date of payment for redeemed Shares for the whole or any part of any period: (i) during which trading in securities generally on the New York Stock Exchange or the American Stock Exchange or over-the-counter market shall have been suspended or minimum prices or maximum daily charges shall have been established on such exchange or market; (ii) if a general banking moratorium shall have been declared by Federal, state, or the State of New York or State of California authorities or during a suspension of payments by banks in the State of California; (iii) during which there shall have occurred any state of war or national emergency; (iv) during which any financial emergency or other crisis the effect of which on the financial markets of the United States is such as to make it impracticable (a) to dispose of the Investment Property because of the substantial losses that might be incurred or (b) to determine the Investment Property Value in accordance with the Valuation Procedures. The Administrator shall determine, on behalf of California CLASS, when an event occurs that would entitle the Custodian to temporarily suspend or postpone a Participant’s right of redemption. Participants should refer to the JPA Agreement for additional detail.

Transfers among the Prime Fund and another Fund within the California CLASS Investment Program will be considered a withdrawal from one Fund and a contribution to another subject to the requirements described in this Information Statement.

### **Payment Procedures**

1. The Participant shall provide instruction via the Participant Transaction Portal to the Administrator indicating the amount requested to be paid (redeemed) and shall specify from which Account of the Prime Fund the payment is to be made.
2. The instructions will include the payee of the amount requested, which may be the Participant, and include any wire, electronic transfer, or other payment instructions. Such payee must be listed on the



list of approved payees that has been provided by the Participant to the Administrator in advance of the payment.

3. The Administrator shall receive the notice described in (1) and the information required in (2) from the Participant. Requests for redemptions from Accounts of the Prime Fund with pre-established wire instructions will be honored on a same-day basis if received by the Administrator prior to 11:00 a.m. PT. Special wire transfer requests are available only with written documentation.

4. The Participant may only request payments of that portion of its balance that represents Investment Funds and its proportional share of the income from the Investment Property that, in all cases, is actually held by the Custodian in the applicable Account in the Prime Fund.

These Payment Procedures may be amended from time-to-time pursuant to the JPA Agreement provided, however, that the Administrator will only change the times set forth above after consulting with the Custodian.

## Portfolio Transactions

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Subject to the general supervision of the California CLASS, the Investment Advisor is responsible for placing the orders for the purchase and sale of securities within the Prime Fund, referred to herein as “portfolio transactions” for convenience. The portfolio transactions within the California CLASS Investment Program, including the Prime Fund, occur only with broker dealers acting as principals except for commercial paper transactions that may be placed directly with the issuers. Although California CLASS does not ordinarily seek but nonetheless may make profits through short-term trading, the Investment Advisor may, on behalf of the California CLASS, dispose of any portfolio investment prior to its maturity if such disposition is advisable. The weighted average maturity and weighted average life limits applicable to the Prime Fund is expected to result in high portfolio turnover. However, since brokerage commissions are not typically paid on the types of investments in which the Prime Fund is likely to invest, any turnover resulting from such investments should not adversely affect the NAV of the Prime Fund.

The Investment Advisor seeks to obtain the best net price and the most favorable execution of portfolio transactions. Portfolio transactions will not occur between the Investment Advisor and Administrator, the Custodian, any Trustee, or any affiliate, officer, director, employee, or agent of any of them.

## Valuation of Prime Fund Shares

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The Administrator determines the NAV of the Shares of the Prime Fund at least daily on a mark-to-market basis. The NAV per Share of the Prime Fund is computed by dividing the total value of the securities and other assets of the Prime Fund, less any liabilities, by the total outstanding Shares of the

Prime Fund. Expenses and fees of the California CLASS accrue daily and are included within liabilities for the NAV calculation.

The result of this calculation is a share value rounded to the nearest penny. Accordingly, the price at which Shares of the Prime Fund are sold and redeemed will not reflect unrealized gains or losses on securities within the Prime Fund that amount to less than \$.005 per Share. The Administrator will endeavor to minimize the amount of such gains or losses. However, if unrealized gains or losses on securities within the Prime Fund should exceed \$.005 per Share, the Prime Fund's NAV per Share will change from \$1.00 or be maintained at \$1.00 per Share by retention of earnings or the reduction on a pro rata basis of each Participant's Shares in the Prime Fund in the event of losses or by a pro rata distribution to each Participant in the event of gains.

While it is a fundamental objective of the Prime Fund to maintain a NAV of \$1.00 per Share, there can be no guarantee that the NAV will not deviate from \$1.00 per Share. The NAV per Share of the Prime Fund may be affected by general changes in interest rates resulting in increases or decreases in the value of the securities in the Prime Fund. The fair market value of the Prime Fund's securities will vary inversely to changes in prevailing interest rates. If a security is held to maturity, no loss or gain is normally realized as a result of these fluctuations.

## **1. Portfolio Valuation**

At least daily, the Investment Property Value within the Prime Fund shall be determined on a mark-to-market basis as follows: (a) securities for which market quotations are readily available are valued at the most recent bid price or yield equivalent as obtained from one or more market makers for such securities or a third-party pricing source; (2) all other securities and assets are valued at fair market value in good faith.

## **2. Amendment**

These Valuation Procedures may be amended from time-to-time pursuant to the JPA Agreement.

## Use of Fair Value Measurement

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California CLASS follows Financial Accounting Standards Board (FASB) Accounting Standards Topic (ASC) 820 *Fair Value Measurement and Disclosure* for financial reporting purposes. ASC 820 defines fair value, establishes a single framework for measuring fair value, and requires disclosures about fair value measurement.

Local government investment pools (LGIP) may select different methods of determining the value of assets held within the portfolio for reporting purposes. The two most common methods used to report on the assets of the portfolio are mark-to-market—frequently referred to as “fair value” or “fair market value”—and amortized cost. California CLASS utilizes the mark-to-market methodology. This involves obtaining prices for securities in the portfolio every business day. The mark-to-market methodology

provides Participants with a high degree of transparency with respect to the underlying market values of the Prime Fund's securities.

The mark-to-market methodology (FASB) can and should be contrasted with the amortized cost method that some LGIPs utilize. LGIPs that follow GASB 79 are following the amortized cost method, which entails adjusting the value of the portfolio's securities on a daily basis by a predetermined amount from the purchase date to the maturity date. While the amortized cost method produces very reliable and predictable asset valuations, that predetermined value may or may not accurately reflect the market value of the security.

## Computation of Yields

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A daily and seven-day average yield for the Prime Fund will be provided by the Administrator in published reports and information on [www.californiaclass.com](http://www.californiaclass.com). To obtain the daily yield, a daily income distribution per share factor is first calculated. That factor is the net income for that day divided by the number of settled shares outstanding. The factor is then multiplied by 365 (366 in a leap year) to produce the daily yield. The seven-day average yield is obtained by averaging the daily yield for seven identified, consecutive days. From time-to-time, the Administrator may also quote the yield for the Prime Fund on other basis for the information of the Participants.

Participants should note that the yields quoted should not be considered a representation of the future yield of the Prime Fund since the yield is not fixed. Actual yields for the Prime Fund will depend not only on the type, quality, and maturities of the investments held by the Prime Fund and the changes in interest rates for such investments but also on changes in the Prime Fund's expenses during the period.

Yield information may be useful in reviewing the performance of the Prime Fund and for providing a basis for comparison with other investment alternatives.

## Income Allocations

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All net income of the Prime Fund is determined as of the close of business each day (and at such other times as the Board may determine) and is credited pro rata to each Participant's Account within the Prime Fund at month-end. The Prime Fund accrues net income on a daily basis and pays interest income on a monthly basis.

Net income that has thus accrued to the Participants is converted as of the close of business at month-end into additional Shares that are thereafter held in each Participant's account. Reinvested net income is converted into full and fractional shares at the rate of one share for each one dollar credited. Net income for the Prime Fund consists of (1) all accrued interest income on assets of the Prime Fund plus (2) accretion of discount less (3) amortization of premium and less (4) accrued expenses.

## Retained Reserves

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Pursuant to the JPA Agreement, the Investment Advisor may retain from earnings and profits in the California CLASS Investment Program, including the Prime Fund, amounts deemed necessary to pay the debts and expenses of the California CLASS, as well as to meet other obligations of the California CLASS. The Investment Advisor possesses the power to establish from earnings and profits such reasonable reserves as they believe may be necessary or desirable. Realized capital gains or losses shall be distributed in a timely and equitable manner as determined by the Investment Advisor. More information about retained reserves is available in the JPA Agreement, including the detailed accounting that the Investment Advisor provides to the Board on a quarterly basis on amounts deemed necessary or desirable by the Investment Advisor for retained reserves.

## California CLASS Expenses

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Pursuant to the JPA Agreement, Public Trust Advisors, as Administrator, for the California CLASS Investment Program, including the Prime Fund, shall receive a fee as described below in "California CLASS Fees." The Administrator's fee shall be an Investment Property Liability. From its fee, the Administrator shall pay the following costs and expenses: the Investment Advisor's fee set forth in the Investment Advisor Agreement, the Custodian's fee set forth in the Custody Agreement, the costs of third parties retained by the Administrator to render investment advice pursuant to the Administrator Agreement, the fees to the Sponsors, marketing expenses, all custodial and securities clearance transaction charges, the cost of valuing the Investment Property, the cost of obtaining a rating or ratings, if any, the cost of other expenses agreed to by the Administrator and the California CLASS, all Investment Property record-keeping expenses, the cost of preparing monthly and annual reports, the expense of outside auditors required pursuant to the Administrator Agreement (but only if the Administrator selects such auditors), the fees of the counsel to the Administrator and/or the counsel to the California CLASS, the cost of Meetings of the Board, insurance costs and the costs of Participant surveys and mailings. Periodically, the Administrator shall provide a detailed accounting of such expenses to the Trustees.

## California CLASS Fees

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For the performance of its obligations as Administrator in the Administrator Agreement, the Administrator will charge a fee from the Investment Property Value (the daily fee). This daily fee will accrue on a daily basis and be paid monthly in arrears and prorated for any portion of the month in which the Administrator Agreement is in effect. The daily fee shall be calculated as follows: the Investment Property Value is multiplied by the applicable fee rate and is divided by 365 or 366 days in the event of a leap year to equal the daily fee accrual. The Investment Property Value shall be based on the prior day's net assets. For weekend days and holidays, the net assets for the previous business

day will be utilized for the calculation of fees. The applicable fee rate shall be determined by the Administrator monthly on the first business day of each month and shall be at an annual rate equal to up to fifteen (15) basis points. The Administrator is authorized to debit the applicable monthly fee amount within five (5) business days after the end of such month. All payment records and invoices will be presented at each subsequent meeting of the Board. Fees may be waived or abated at any time, or from time-to-time, at the sole discretion of the Administrator. Any such waived fees may be restored by the written agreement of the California CLASS.

## Reports to Participants

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### **Annually**

Audited financial statements of the California CLASS will be provided annually. See "Independent Auditors" above.

### **Monthly**

Within 15 days after the end of each month, the Administrator shall prepare and submit, or make available, to each Participant a statement disclosing any activity and a closing balance, including the number of Shares, in each of its accounts for such month. **Upon Request**

The Administrator, upon the request of a Participant, shall furnish to the Participant a statement of such Participant's balance as of the date of such request subject only to account activity on such date.

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Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. California CLASS is not a bank. An investment in California CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Prime Fund seeks to preserve the value of your investment at \$1.00 per Share, it cannot guarantee it will do so. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. Ratings are subject to change and do not remove market risk. Registration with the SEC does not imply a certain level of skill or training. External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy.

07/23 Managed by Public Trust Advisors, LLC

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## **Enhanced Cash Fund Information Statement**

**January 2024**

## Introduction

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The purpose of this Information Statement for the California CLASS Enhanced Cash Fund (Enhanced Cash Fund) is to provide information to Participants (as defined herein) in connection with the purchase of Shares (as defined herein) in the Enhanced Cash Fund. This Information Statement for the Enhanced Cash Fund describes certain provisions of the JPA Agreement (as defined herein) for the California CLASS and the Investment Policy for the Enhanced Cash Fund. Participants interested in the purchase of Shares in the Enhanced Cash Fund should review the full terms of the JPA Agreement (located in the Document Center at [www.californiaclass.com](http://www.californiaclass.com)) and the Investment Policy for the Enhanced Cash Fund described herein (located in the Document Center at [www.californiaclass.com](http://www.californiaclass.com)), each of which are incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meanings set forth in the JPA Agreement.

The contents of this Information Statement should not be considered to be legal, tax, or investment advice, and Participants should consult with their own counsel and advisers as to all matters concerning investment in the Enhanced Cash Fund.

## California CLASS Enhanced Cash Fund Summary

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The California Cooperative Liquid Assets Securities System, doing business as the California CLASS, is a California joint powers authority created pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (commencing with Section 6500), known as the Joint Exercise of Powers Act (Act) and the JPA Agreement referenced below.

The Act provides that two or more public agencies (as defined herein, Public Agencies) that have the authority to invest funds in their treasuries may, by agreement, jointly exercise that common power and create a joint powers authority separate from such Public Agencies to exercise such common power and to act as administrator of the agreement. Under this authority, California CLASS was created pursuant to a Joint Exercise of Powers Agreement (JPA Agreement) dated as of June 6, 2022, between the Founding Participants (as defined in the JPA Agreement).

The Act authorizes a joint powers authority, such as California CLASS, to issue shares of beneficial interest in authorized investments to participating Public Agencies (collectively referred to herein, as Participants and individually, as a Participant). See "Eligible Shareholders." The JPA Agreement sets forth the terms of the investment program known as California CLASS Investment Program, including the establishment of Funds in which Participants purchase shares of beneficial interest issued by California CLASS in authorized investments that are owned by California CLASS. The Enhanced Cash Fund is one of the initial Funds established by the California CLASS.



The purpose of the California CLASS is to consolidate investment activities of the Participants and thereby reduce duplication, take advantage of economies of scale and perform governmental functions more efficiently through the California CLASS Investment Program.

As a joint powers authority, California CLASS provides a professionally managed pooled investment program for Participants. See "Investment Advisor & Administrator." Pursuant to the JPA Agreement, California CLASS is governed by a Board of Trustees and is sponsored by the California Special Districts Association (CSDA) and the League of California Cities (Cal Cities and together with CSDA, the Sponsors). See "Board of Trustees."

The Shares in the California CLASS Enhanced Cash Fund have not been, and are not required to be, registered under any federal or state securities law. The California CLASS has not been, and is not required to be, registered under the Investment Company Act of 1940, as amended. Accordingly, the California CLASS and its Enhanced Cash Fund are not subject to the provisions of that Act, including the protective rules relating to registered money market funds and other types of mutual funds.

## Enhanced Cash Fund Investment Objectives

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California CLASS provides a professionally managed pooled investment program for Participants. The general objective of the Enhanced Cash Fund is to generate additional investment income for the Participants while maintaining safety and liquidity. The Enhanced Cash Fund seeks to outperform the yields generated by the Prime Fund by taking modest interest rate and liquidity risk and maintaining similar credit risk while preserving capital by investing only in securities that comply with the requirements of California law, specifically California Government Code Section 53601. The Enhanced Cash Fund is a slightly longer-term investment option with a floating net asset value that will typically maintain a weighted average maturity between six (6) months to one and a quarter (1.25) years.

**The Enhanced Cash Fund does not seek to maintain a stable Net Asset Value (NAV) and is not suitable for daily liquidity needs.** It will establish a \$10.00 transactional share price and will calculate and publish a fair value NAV daily. The principal value of an Enhanced Cash Fund investment may fluctuate and could be greater or less than \$10.00 per share at time of purchase, prior to redemption, and at the time of redemption. The Enhanced Cash Fund is designed to complement the daily liquidity of the Prime Fund and is suitable for public agency funds that possess a longer time horizon, such as strategic and core reserves and non-operating dollars that a public agency would not anticipate needing to unexpectedly withdraw. Generally speaking, funds that can be invested for twelve (12) months and longer are most appropriate for the Enhanced Cash Fund.

The Investment Policy created by the California CLASS for the Enhanced Cash Fund establishes the objectives, policies and restrictions that are designed to facilitate the achievement of these objectives. The Investment Advisor for the Enhanced Cash Fund will seek to maintain a 'AAAf/S1' rating from FitchRatings. The 'AAAf' rating is Fitch's opinion on the overall credit profile within a fixed-income

fund/portfolio and indicates the highest underlying credit quality of the investments. The 'S1' volatility rating is Fitch's opinion on the relative sensitivity of a portfolio's total return and/or net asset value to assumed changes in credit spreads and interest rates. The 'S1' volatility rating indicates that the fund possesses a low sensitivity to market risks. This rating is neither a market rating nor a specific recommendation to buy or sell a security. Ratings are subject to change and do not remove credit risk. According to FitchRatings, a fund rated 'AAAf/S1' demonstrates the highest underlying credit quality (or lowest vulnerability to default) and a very low sensitivity to market risk.

The investment objectives of the Enhanced Cash Fund in order of priority are:

**Safety:** The Enhanced Cash Fund is managed to emphasize the preservation of principal and approximate a \$10.00 transactional share price. Changes in interest rates can and will interact with the Enhanced Cash Fund's weighted average maturity and duration characteristics to effectuate an increase or decrease in the NAV. Similar to any fixed income security's price being inversely related to yields, when interest rates increase the NAV can decrease, and when interest rates decrease the NAV can increase.

**Liquidity:** The Enhanced Cash Fund is managed to provide next-day liquidity to its Participants.

**Competitive Returns:** The next-day Enhanced Cash Fund is managed to generate higher interest income than the daily liquid Prime Fund.

No assurances can be given that the investment objectives of the Enhanced Cash Fund will be achieved. The Enhanced Cash Fund introduces the possibility of reporting a realized or unrealized gain or loss.

## Transparency

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The California CLASS seeks to provide transparency to Participants in the Enhanced Cash Fund by allowing Participants to readily obtain portfolio and account information. The California CLASS will offer dedicated Participant support with an easy-to-use technology platform. Historical and current performance data, Net Asset Value, WAM, and WAL are published and available to Participants on the California CLASS website. Portfolio holdings are published quarterly and are available to Participants through the California CLASS Client Services team on an as-needed basis. Participant breakdowns and expense ratios are also published and available to Participants on the California CLASS website on a quarterly basis.

## Eligible Shareholders

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Any Public Agency that has the authority to invest funds in its treasury in statutorily permitted investments, including but not limited to Section 53601 of the California Government Code, and meets the requirements described in the next paragraph is eligible to become a Participant of the California CLASS Investment Program and is eligible to purchase shares in the Enhanced Cash Fund.

Each Participant must be a "Public Agency", as that term is defined in Section 6509.7 of the Act, which, as of the date of this Information Statement, is defined as "the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, or regional transportation commission of the State of California or another state, a federally recognized Indian tribe, or any joint powers authority formed pursuant to this article by any of these agencies," and includes "a nonprofit corporation whose membership is confined to public agencies or public officials." Each Participant must also be a political subdivision of a state, or an agency, authority, or instrumentality of the United States, a state of any political subdivision of a state.

## Enhanced Cash Fund Eligible Investments

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Funds in the Enhanced Cash Fund are required to be invested by the Investment Advisor in investments permitted by California law, specifically California Government Code Section 53601, and will be made in accordance with the Investment Policy established by the California CLASS for the Enhanced Cash Fund. As required by California law, funds in the Enhanced Cash Fund will be invested by the Investment Advisor in accordance with the prudent investor standard of the California Government Code.

While the Investment Policy established by the California CLASS for the Enhanced Cash Fund covers the eligible investments and their maximum maturity, maximum portfolio allocation, maximum per issuer allocation and minimum credit quality in greater detail, the following types of investments are eligible for inclusion in the Enhanced Cash Fund:

- U.S. Government and agency obligations
- Repurchase agreements collateralized by U.S. Government and agency obligations
- Registered warrants or treasury notes of the state of California
- Bonds, notes, warrants, or other obligations of a local agency in the state of California
- Registered treasury notes or bonds of any of the other 49 states
- Bankers' acceptances
- Prime commercial paper and asset-backed commercial paper
- Negotiable certificates of deposit
- Corporate notes
- Asset-backed securities
- U.S. dollar denominated senior unsecured obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation or Inter-American Development Bank
- Money market mutual funds

The Investment Policy for the Enhanced Cash Fund also contains certain investment restrictions on investments in the Enhanced Cash Fund.

As set forth in Section 53601 of the California Government Code, the legislative body of a local agency having moneys in a sinking fund or moneys in its treasury not required for the immediate needs of the local agency may invest any portion of the money that it deems wise or expedient in the investments described in Section 53601. However, the California Government Code limits the amount of surplus money of a local agency that may be invested in such investments. Each Participant is responsible for monitoring the aggregate amount of its investments in any of these types of investments to ensure its own compliance with the California Government Code. None of the California CLASS, the Administrator, the Investment Advisor, the Custodian or any other agents of the California CLASS shall be responsible for such monitoring or compliance.

Each Participant, by its investment in the Enhanced Cash Fund, is certifying that it is legally authorized to make such investment. Participants should consult with their legal counsel and/or advisors regarding the legality of investment funds in the Enhanced Cash Fund.

## Shares; Interests of Participants

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The JPA Agreement provides that the beneficial interests of the Participants in the assets of the Enhanced Cash Fund and the earnings thereon are divided into "Shares." "Shares" means the unit used to denominate and measure the respective pro rata beneficial interests of the Participants in a Fund within the California CLASS Investment Program, including the Enhanced Cash Fund. As required by Section 6509.7 of the Act, each Share shall represent an equal proportionate interest in the Investment Property within a Fund, including the Enhanced Cash Fund. The JPA Agreement provides that the number of Shares that may be used to measure and represent the proportionate allocation of beneficial interests among the Participants in a Fund, including the Enhanced Cash Fund, is unlimited. All Shares in a Fund, including the Enhanced Cash Fund, shall be of one class representing equal distribution, liquidation, and other rights. The beneficial interests measured by the Shares shall not entitle a Participant to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the California CLASS Investment Program or the Investment Property held in the applicable Fund, including the Enhanced Cash Fund. Title to the Investment Property held in the applicable Fund, including the Enhanced Cash Fund, of every description is vested in the California CLASS. The Participants shall have no interest in the Investment Property held in the applicable Fund, including the Enhanced Cash Fund, other than the beneficial interests conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights, or interests of the California CLASS.

In its discretion, the California CLASS may from time to time allocate Shares in addition to the then allocated Shares to such Participant for such amount and such type of consideration (including without limitation income from the investment of Investment Property held in the applicable Fund, including the Enhanced Cash Fund) at such time(s) and on such terms as the California CLASS may deem best. In connection with any allocation of Shares, the California CLASS may allocate fractional Shares. From time to time, the California CLASS may adjust the total number of Shares allocated without thereby changing the proportionate beneficial interests in the Investment Property held in the applicable Fund, including

the Enhanced Cash Fund. Shares shall be allocated and redeemed as one hundredths (1/100ths) of a Share or any multiple thereof.

## Investment Risks

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Participants should specifically consider the following risks before deciding to purchase Shares of the Enhanced Cash Fund. The following summary does not purport to be comprehensive or definitive of all risk factors.

The prices of the fixed-income securities in the fund will rise and fall in response to changes in the interest rates paid by similar securities. Generally, when interest rates rise, prices of fixed-income securities fall. However, market factors, such as demand for particular fixed-income securities, may cause the price of certain fixed-income securities to fall while the price of other securities rise or remain unchanged. Interest rate changes have a greater effect on the price of fixed-income securities with longer maturities. The Investment Advisor will seek to manage this risk by purchasing short-term securities.

### Interest Rate Risks

The prices of the fixed-income securities in the Enhanced Cash Fund will rise and fall in response to changes in the interest rates paid by similar securities. Generally, when interest rates rise, prices of fixed-income securities fall. However, market factors, such as demand for particular fixed-income securities, may cause the price of certain fixed-income securities to fall while the price of other securities rise or remain unchanged. Interest rate changes have a greater effect on the price of fixed-income securities with longer maturities.

### Credit Risks

Credit risk is the possibility that an issuer of a fixed-income security held in the Enhanced Cash Fund will default on the security by failing to pay interest or principal when due. If an issuer defaults, Participants in the Enhanced Cash Fund will lose money. The Investment Advisor will seek to manage this risk by purchasing high-quality securities as determined by one or more Nationally Recognized Statistical Ratings Organizations and/or the Investment Advisor's credit research team. The Investment Policy for the Enhanced Cash Fund contains a description of the minimum credit quality for each category of eligible investment in the Enhanced Cash Fund.

### Net Asset Value Risks

Although the Enhanced Cash Fund is managed to approximate a \$10.00 transactional share price, there is no guarantee that it will be able to do so.

### Investment Not Insured or Guaranteed

An investment in the Enhanced Cash Fund is neither insured nor guaranteed by the Federal Deposit Insurance Corporation or any other government agency.

## Liquidity Risk

California CLASS is subject to certain liquidity risks in which the size of a bond's market, the frequency of trades, the ease of valuation, and/or issue size may impact the Investment Advisor's ability to sell investments in a timely fashion or at or near fair value in order to fulfill a Participant's redemption request.

## Market Risk

Market risk is the risk that the value of securities owned goes up or down, sometimes rapidly and/or unpredictably, due to factors affecting securities markets generally or within particular industries.

## Default Risk

The risk that a bond issuer (or counterparty) will default by failing to repay principal and interest in a timely manner.

## Issuer Risk

The risk that the value of a security declines for a reason directly related to the issuer such as management performance, financial leverage, and reduced demand for the issuer's goods or services.

## Fluctuating Net Asset Value (NAV) Risk

Because the share price of a variable net asset value fund will fluctuate, when you sell your shares, they may be worth more or less than what you originally paid for them.

## Board of Trustees

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Pursuant to the JPA Agreement, the management of California CLASS is governed by a Board of Trustees (Board). The Board supervises the California CLASS and its affairs and acts as the liaison between the Participants, the Custodian, the Administrator, the Investment Advisor and all service providers.

CSDA and Cal Cities are sponsors of the California CLASS. The governing bodies of CSDA and Cal Cities each appoint two (2) Trustees who are either elected, appointed, or staff from a California CLASS Participant which is also a CSDA or Cal Cities member; or, staff from CSDA and Cal Cities. One seat on the Board shall be a Participant that is appointed by a majority vote of the Board.

Initially, the number of Trustees shall be five (5) voting Trustees. The Board may expand the membership of the Board and set initial terms for each additional Trustee. The Board approved the Investment Policy for the Enhanced Cash Fund and may approve amendments to such Investment Policy from time to time. Upon the Board's approval of any amendment to the Investment Policy for the Enhanced Cash Fund, the amended Investment Policy will be posted to the website of California CLASS.

See [www.californiaclass.com](http://www.californiaclass.com) for a description of the current Trustees and officers of the California CLASS.

## Investment Advisor & Administrator

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Pursuant to an agreement with the California CLASS, Public Trust Advisors, LLC (Public Trust) serves as the Investment Advisor and Administrator for California CLASS Investment Program.

As Investment Advisor, Public Trust provides investment services to the California CLASS, including the Enhanced Cash Fund. Public Trust is an investment advisory firm headquartered in Denver, Colorado with offices in Los Angeles, California. Public Trust is registered with the Securities and Exchange Commission as an investment advisor under the Investment Advisers Act of 1940.

As Administrator, Public Trust services all Participant accounts in the California CLASS Investment Program, including all Participant accounts in the Enhanced Cash Fund, determines and allocates income of the California CLASS Investment Program, provides certain written confirmation of the investment and withdrawal of funds by Participants, provides administrative personnel and facilities to the California CLASS, determines the NAV of the Enhanced Cash Fund on a daily basis, and performs all related administrative services for California CLASS. At least quarterly, the Administrator provides the Board with a detailed evaluation of the performance of the California CLASS Investment Program, including the Enhanced Cash Fund, based upon a number of factors. This evaluation includes a comparative analysis of the investment results of the California CLASS Investment Program, including the Enhanced Cash Fund, in relation to industry standards such as the performance of comparable money market mutual funds and various indexes of money market securities.

## Custodian

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Pursuant to an agreement with the California CLASS, U.S. Bank, N.A. serves as Custodian for California CLASS Investment Program.

As Custodian, U.S. Bank, N.A. acts as directed custodian for the California CLASS Investment Program, including the Enhanced Cash Fund, and serves, in accordance with California law, as the depository in connection with the direct investment and withdrawal mechanisms of California CLASS Investment Program. U.S. Bank, N.A. does not participate in the investment decision making process of the California CLASS Investment Program.

The Custodian shall hold the Investment Property (excluding cash, which is not held by the Custodian), in its capacity as Custodian on behalf of California CLASS. Such Investment Property shall be custodial property of the Custodian and shall not be, or be deemed to be, an asset of the Custodian.

Within fifteen (15) days after the end of each month, the Custodian shall send statements providing the closing balance in the Account at the end of such month and the transactions performed in the Account during such month to the Administrator and the California CLASS.

## Independent Auditors

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An independent certified public accounting firm, Cohen & Co., has been engaged to audit the annual financial statements of the California CLASS. The audit will contain statements of assets and liabilities, of operations, and of changes in net assets. The opinion of the independent certified public accountant on such financial statements is based on an examination of the books and records of California CLASS made in accordance with generally accepted accounting principles (GAAP). The fiscal year of the California CLASS ends each March 31.

## How to Become a Participant

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See “Eligible Shareholder” to determine if you are eligible to be a Participant in the California CLASS Investment Program. Any prospective Participants seeking to purchase Shares in the Enhanced Cash Fund should review the JPA Agreement, this Information Statement for the Enhanced Cash Fund, and the Investment Policy for the Enhanced Cash Fund and then simply complete the California CLASS Registration Packet found in the document center of the California CLASS website (located in the Document Center at [www.californiaclass.com](http://www.californiaclass.com)). Please email all completed forms to [clientservices@californiaclass.com](mailto:clientservices@californiaclass.com).

There is no limit on the number of subaccounts that can be opened by a Participant. The Administrator will notify the prospective Participant of its approval of the Registration Forms and the account number(s) assigned. The Administrator reserves the right to reject any Registration in its discretion. Investment in the Enhanced Cash Fund may be effectuated through the California CLASS Participant Portal. Secure online access will be available to Participants with respect to their accounts. Information with respect to the Enhanced Cash Fund, including daily yield, up-to-date account information, and a transaction history will be available online. Confirmations of each contribution (purchase of Shares) and withdrawal (redemption of Shares) of funds will be available online to a Participant within one business day of the transaction.

## Purchase of Shares; Investments

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Payments by the Participant to the California CLASS, and the crediting of Shares resulting therefrom, are referred to herein as “contributions” for convenience. Participants may purchase Shares in the Enhanced Cash Fund by Automated Clearing House (ACH) transfer or wire transfer from the Participant to the Custodian, as described in the Investment Procedures set forth below. The California CLASS does not charge a fee for receipt of wire contributions. However, a Participant’s bank may charge a fee for wiring funds.

There is no maximum or minimum amount that must be invested in the Enhanced Cash Fund nor is there any maximum or minimum limitations on the aggregate amount of the investment funds that any Participant may have invested at any one time with California CLASS.



## Investment Procedures

1. The Participant shall provide a recorded call or send a written notice to the Administrator indicating the amount to be invested in the Enhanced Cash Fund and indicating which Account of the Enhanced Cash Fund the investment is to be made. The Participant shall instruct its bank depository to wire or electronically transfer Investment Funds to the applicable Account at the Custodian for the purchase of investments to be held by the Custodian in such Account.
2. The Administrator shall receive the notice described in (1) from the Participant.
3. Investments received by the Custodian by 11:00 a.m. PT will be used to purchase Shares in the Enhanced Cash Fund.
4. If Investment Funds for which notification of investment has been given are not received by the end of the business day on which such notification is given, the Administrator shall deduct the value of such Investment Funds (including any earning income) from the Participant's balance if previously credited.
5. The Participant is prohibited from requesting payments from amounts credited to its balance in the Enhanced Cash Fund until such Investment Funds are received by the Custodian from the Participant.

These Investment Procedures may be amended from time-to-time pursuant to the JPA Agreement provided, however, the Administrator will only change the times set forth above after consulting with the Custodian.

## Redemptions of Shares; Withdrawals; Transfers

Payments by the California CLASS to Participants, and the reduction of Shares resulting therefrom, are referred to herein as "redemptions" for convenience. The Enhanced Cash Fund offers Participants next-day liquidity. Redemptions are unlimited and met on a transaction date plus one (1) business days' basis. Funds are distributed from the Enhanced Cash Fund to the account designated by the Participant one business day after the requested transaction date. The cutoff time for redemptions is 11:00 a.m. PT.

Redemptions of Shares from the Enhanced Cash Fund may be made via wire transfer from the Custodian to the Participant, as described in the Payment Procedures set forth below. The NAV on the transaction date will be used to calculate the amount of the payment to the Participant in addition to the net income that has accrued on the redeemed shares.

There is no maximum or minimum amount that must be invested in the Enhanced Cash Fund nor is there any maximum or minimum limitations on the aggregate amount of the investment funds that any Participant may have invested at any one time with California CLASS.

Each Participant, by its investment in any Fund, including the Enhanced Cash Fund, agrees that the California CLASS may temporarily suspend the right of redemption or postpone the date of payment for

redeemed Shares for the whole or any part of any period: (i) during which trading in securities generally on the New York Stock Exchange or the American Stock Exchange or over-the-counter market shall have been suspended or minimum prices or maximum daily charges shall have been established on such exchange or market; (ii) if a general banking moratorium shall have been declared by Federal, state, or the State of New York or State of California authorities or during a suspension of payments by banks in the State of California; (iii) during which there shall have occurred any state of war or national emergency; (iv) during which any financial emergency or other crisis the effect of which on the financial markets of the United States is such as to make it impracticable (a) to dispose of the Investment Property because of the substantial losses that might be incurred or (b) to determine the Investment Property Value in accordance with the Valuation Procedures. The Administrator shall determine, on behalf of California CLASS, when an event occurs that would entitle the Custodian to temporarily suspend or postpone a Participant's right of redemption. Participants should refer to the JPA Agreement for additional detail.

Transfers among the Enhanced Cash Fund and another Fund within the California CLASS Investment Program will be considered a withdrawal from one Fund and a contribution to another subject to the requirements described in this Information Statement.

#### **Payment Procedures**

1. The Participant shall enter their redemption transaction in the California CLASS Participant Portal.
2. The Participant shall notify the Administrator in writing of the payee of the amount requested, which may be the Participant, and include any wire, electronic transfer, or other payment instructions. Such payee must be listed on the list of approved payees that has been provided by the Participant to the Administrator in advance of the payment.
3. The Administrator shall receive the notice described in (1) and the information required in (2) from the Participant. Requests for redemptions from an Accounts of the Enhanced Cash Fund with pre-established wire instructions will be honored on a next-day basis if received by the Administrator prior to 11:00 a.m. PT.
4. The Participant may only request payments of that portion of its balance that represents Investment Funds and its proportional share of the income from the Investment Property that, in all cases, is actually held by the Custodian in the applicable Account in the Enhanced Cash Fund.

These Payment Procedures may be amended from time-to-time pursuant to the JPA Agreement provided, however, that the Administrator will only change the times set forth above after consulting with the Custodian.

## Portfolio Transactions

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Subject to the general supervision of the California CLASS, the Investment Advisor is responsible for placing the orders for the purchase and sale of securities within the Enhanced Cash Fund, referred to herein as “portfolio transactions” for convenience. The portfolio transactions within the California CLASS Investment Program, including the Enhanced Cash Fund, occur only with broker dealers acting as principals except for commercial paper transactions that may be placed directly with the issuers. Although California CLASS does not ordinarily seek but nonetheless may make profits through short-term trading, the Investment Advisor may, on behalf of the California CLASS, dispose of any portfolio investment prior to its maturity if such disposition is advisable. The weighted average maturity and weighted average life characteristics of the Enhanced Cash Fund are expected to result in additional interest income to the Participants.

The Investment Advisor seeks to obtain the best net price and the most favorable execution of portfolio transactions. Portfolio transactions will not occur between the Investment Advisor and Administrator, the Custodian, any Trustee, or any affiliate, officer, director, employee, or agent of any of them.

## Valuation of Enhanced Cash Fund Shares

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The Administrator determines the NAV of the Shares of the Enhanced Cash Fund at least daily on a mark-to-market basis. The NAV per Share of the Enhanced Cash Fund is computed by dividing the total value of the securities and other assets of the Enhanced Cash Fund, less any liabilities, by the total outstanding Shares of the Enhanced Cash Fund. Expenses and fees of the California CLASS accrue daily and are included within liabilities for the NAV calculation.

The result of this calculation is a share value rounded to the nearest penny. Accordingly, the price at which Shares of the Enhanced Cash Fund are sold and redeemed will not reflect unrealized gains or losses on securities within the Enhanced Cash Fund that amount to less than \$.005 per Share. The Administrator will endeavor to minimize the amount of such gains or losses. However, if unrealized gains or losses on securities within the Enhanced Cash Fund should exceed \$.005 per Share, the Enhanced Cash Fund’s NAV per Share can change or be maintained by retention of earnings or the reduction on a pro rata basis of each Participant’s Shares in the Enhanced Cash Fund in the event of losses or by a pro rata distribution to each Participant in the event of gains.

While it is a fundamental objective of the Enhanced Cash Fund to approximate a transactional share price of \$10.00 per Share, there can be no guarantee that the NAV will not deviate from \$10.00 per Share. In a volatile interest rate environment the NAV is likely to deviate from \$10.00 per share. The NAV per Share of the Enhanced Cash Fund may be affected by general changes in interest rates resulting

in increases or decreases in the value of the securities in the Enhanced Cash Fund. The fair market value of the Enhanced Cash Fund's securities will vary inversely to changes in prevailing interest rates. If a security is held to maturity, no loss or gain is normally realized as a result of these fluctuations.

## **1. Portfolio Valuation**

At least daily, the Investment Property Value within the Enhanced Cash Fund shall be determined on a mark-to-market basis as follows: (a) securities for which market quotations are readily available are valued at the most recent bid price or yield equivalent as obtained from one or more market makers for such securities or a third-party pricing source; (2) all other securities and assets are valued at fair market value in good faith.

## **2. Amendment**

These Valuation Procedures may be amended from time-to-time pursuant to the JPA Agreement.

## Use of Fair Value Measurement

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California CLASS follows Financial Accounting Standards Board (FASB) Accounting Standards Topic (ASC) 820 *Fair Value Measurement and Disclosure* for financial reporting purposes. ASC 820 defines fair value, establishes a single framework for measuring fair value, and requires disclosures about fair value measurement.

Local government investment pools (LGIP) may select different methods of determining the value of assets held within the portfolio for reporting purposes. The two most common methods used to report on the assets of the portfolio are mark-to-market—frequently referred to as “fair value” or “fair market value”—and amortized cost. California CLASS utilizes the mark-to-market methodology. This involves obtaining prices for securities in the portfolio every business day. The mark-to-market methodology provides Participants with a high degree of transparency with respect to the underlying market values of the Enhanced Cash Fund's securities.

The mark-to-market methodology (FASB) can and should be contrasted with the amortized cost method that some LGIPs utilize. LGIPs that follow GASB 79 are following the amortized cost method, which entails adjusting the value of the portfolio's securities on a daily basis by a predetermined amount from the purchase date to the maturity date. While the amortized cost method produces very reliable and predictable asset valuations, that predetermined value may or may not accurately reflect the market value of the security.

## Computation of Yields

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A daily and seven-day average yield for the Enhanced Cash Fund will be provided by the Administrator in published reports and information on [www.californiaclass.com](http://www.californiaclass.com). To obtain the daily yield, a daily income distribution per share factor is first calculated. That factor is the net income for that day divided

by the number of settled shares outstanding. The factor is then multiplied by 365 (366 in a leap year) to produce the daily yield. The seven-day average yield is obtained by averaging the daily yield for seven identified, consecutive days. From time-to-time, the Administrator may also quote the yield for the Enhanced Cash Fund on other basis for the information of the Participants.

Participants should note that the yields quoted should not be considered a representation of the future yield of the Enhanced Cash Fund since the yield is not fixed. Actual yields for the Enhanced Cash Fund will depend not only on the type, quality, and maturities of the investments held by the Enhanced Cash Fund and the changes in interest rates for such investments but also on changes in the Enhanced Cash Fund's expenses during the period.

Yield information may be useful in reviewing the performance of the Enhanced Cash Fund and for providing a basis for comparison with other investment alternatives.

## Income Allocations

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All net income of the Enhanced Cash Fund is determined as of the close of business each day (and at such other times as the Board may determine) and accrues pro rata to each Participant's Account within the Enhanced Cash Fund. The Enhanced Cash Fund accrues net income on a daily basis and pays interest income on a monthly basis.

Net income that has thus accrued to the Participants is converted at month-end into additional Shares that are thereafter held in each Participant's account. Reinvested net income is converted into full and fractional shares at the rate of one share for each ten dollars credited. Net income for the Enhanced Cash Fund each day consists of (1) all accrued interest income on assets of the Enhanced Cash Fund plus (2) accretion of discount less (3) amortization of premium and less (4) accrued expenses.

## Retained Reserves

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Pursuant to the JPA Agreement, the Investment Advisor may retain from earnings and profits in the California CLASS Investment Program, including the Enhanced Cash Fund, amounts deemed necessary to pay the debts and expenses of the California CLASS, as well as to meet other obligations of the California CLASS. The Investment Advisor possesses the power to establish from earnings and profits such reasonable reserves as they believe may be necessary or desirable. Realized capital gains or losses shall be distributed in a timely and equitable manner as determined by the Investment Advisor. More information about retained reserves is available in the JPA Agreement, including the detailed accounting that the Investment Advisor provides to the Board on a quarterly basis on amounts deemed necessary or desirable by the Investment Advisor for retained reserves.

## California CLASS Expenses

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Pursuant to the JPA Agreement, Public Trust Advisors, as Administrator, for the California CLASS Investment Program, including the Enhanced Cash Fund, shall receive a fee as described below in "California CLASS Fees." The Administrator's fee shall be an Investment Property Liability. From its fee, the Administrator shall pay the following costs and expenses: the Investment Advisor's fee set forth in the Investment Advisor Agreement, the Custodian's fee set forth in the Custody Agreement, the costs of third parties retained by the Administrator to render investment advice pursuant to the Administrator Agreement, the fees to the Sponsors, marketing expenses, all custodial and securities clearance transaction charges, the cost of valuing the Investment Property, the cost of obtaining a rating or ratings, if any, the cost of other expenses agreed to by the Administrator and the California CLASS, all Investment Property record-keeping expenses, the cost of preparing monthly and annual reports, the expense of outside auditors required pursuant to the Administrator Agreement (but only if the Administrator selects such auditors), the fees of the counsel to the Administrator and/or the counsel to the California CLASS, the cost of Meetings of the Board, insurance costs and the costs of Participant surveys and mailings. Periodically, the Administrator shall provide a detailed accounting of such expenses to the Trustees.

## California CLASS Fees

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For the performance of its obligations as Administrator in the Administrator Agreement, the Administrator will charge a fee from the Investment Property Value (the daily fee). This daily fee will accrue on a daily basis and be paid monthly in arrears and prorated for any portion of the month in which the Administrator Agreement is in effect. The daily fee shall be calculated as follows: the Investment Property Value is multiplied by the applicable fee rate and is divided by 365 or 366 days in the event of a leap year to equal the daily fee accrual. The Investment Property Value shall be based on the prior day's net assets. For weekend days and holidays, the net assets for the previous business day will be utilized for the calculation of fees. The applicable fee rate shall be determined by the Administrator monthly on the first business day of each month and shall be at an annual rate equal to up to fifteen (15) basis points. The Administrator is authorized to debit the applicable monthly fee amount within five (5) business days after the end of such month. All payment records and invoices will be presented at each subsequent meeting of the Board. Fees may be waived or abated at any time, or from time-to-time, at the sole discretion of the Administrator. Any such waived fees may be restored by the written agreement of the California CLASS.

## Reports to Participants

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### **Annually**

Audited financial statements of the California CLASS will be provided annually. See "Independent Auditors" above.

## Monthly

Within 15 days after the end of each month, the Administrator shall prepare and submit, or make available, to each Participant a statement disclosing any activity and a closing balance, including the number of Shares, in each of its accounts for such month.

## Upon Request

The Administrator, upon the request of a Participant, shall furnish to the Participant a statement of such Participant's balance as of the date of such request subject only to account activity on such date.

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California CLASS is not a bank. An investment with California CLASS is not guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. No assurance can be given that the California CLASS Enhanced Cash Fund will achieve its investment objective. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

The 'AAAf' rating is Fitch's opinion on the overall credit profile within a fixed-income fund/portfolio and indicates the highest underlying credit quality of the pool's investments. The 'S1' volatility rating is Fitch's opinion on the relative sensitivity of a portfolio's total return and/or net asset value to assumed changes in credit spreads and interest rates. The 'S1' volatility rating indicates that the fund possesses a low sensitivity to market risks. For a full description on rating methodology, please visit [www.fitchratings.com](http://www.fitchratings.com). Ratings are subject to change and do not remove credit risk. External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy.

This is not a Stable NAV fund. While it seeks to establish a transactional share price of \$10.00 per share, the possibility of a higher amount of unrealized/realized losses than unrealized/realized gains implies that the NAV could decline below the \$10.00 transactional share price and that shareholders will execute purchases and redemptions at that NAV.

01/24 Managed by Public Trust Advisors, LLC

California CLASS Participant List December 2023

**AGENDA ITEM 6.1  
ATTACHMENT NO. 5**

Counties

El Dorado County  
Sonoma County Treasurer  
Lake County  
Tehama County

Municipalities

City of Artesia  
City of Brentwood  
City of Folsom  
City of Fullerton  
City of Lancaster  
City of Oroville  
City of Santa Ana  
City of Wasco  
Town of Fort Jones  
City of Beaumont  
City of Farmersville  
City of Fowler  
City of Kingsburg  
City of Morgan Hill  
City of Porterville  
City of Shafter  
City of Williams  
Town of Paradise

Other

California Special Districts Association  
League of California Cities  
Special District Leadership Foundation  
Tri-County Water Authority  
CSDA Finance Corporation  
Public Agencies Self-Insurance System  
Special District Risk Management Authority

Special Districts

Alameda County Mosquito Abatement District  
Altadena Library District  
Artesia Cemetery District  
Beaumont Library District  
Bighorn - Desert View Water Agency  
Bonita Sunnyside Fire Protection District  
Camarillo Health Care District  
Central Fire District of Santa Cruz County  
Chester Public Utility District  
Chino Basin Water Conservation District  
Clovis Veterans Memorial District  
Coalinga - Huron Recreation & Parks District  
Alpine Fire Protection District  
Anderson Springs Community Service District  
Atwell Island Water District  
Bell Canyon Community Services District  
Bollinas Fire Protection District  
Cabazon Water District  
Castroville Cemetery District  
Channel Islands Beach Community Services District  
Chico Area Recreation & Park District  
Chino Basin Watermaster  
Coachella Valley Resources Conversation District  
Coastside Fire Protection District



California CLASS Participant List December 2023

Contra Costa Mosquito & Vector Control District	Copper Valley Community Services District
Corcoran Irrigation District	Corning Healthcare District
Costa Mesa Sanitary District	Crescenta Valley Water District
Del Puerto Health Care District	Delano Mosquito Abatement District
Desert Recreation District	Durham Irrigation District
East Orange County Water District	Emerald Bay Service District
Fallbrook Regional Health District	Georgetown Divide P.U.D.
Glenn County Resource Conservation District	Gold Mountain Community Services District
Goleta Sanitary District	Groveland Community Services District
Helendale Community Services District	Herlong Public Utility District
Hilmar County Water District	Humboldt Bay Municipal Water District
Idyllwild Water District	Igo Ono Community Services District
Indian Valley Community Services District	Ironhouse Sanitary District
Kensington Police Protection and Community Services District	Kenwood Fire Protection District
Keyes Community Services District	La Puente Valley County Water District
Lakeside Fire Protection District	Las Gallinas Valley Sanitary District
Leucadia Wastewater District	Livermore Area Recreation and Park District
Madera Irrigation District	Mark Twain Health Care District
McKinleyville Community Services District	Mendocino Coast Recreation and Park District
Mendocino County Waterworks District II	Mission Hills Community Services District
Mojave Water Agency	Murphy's Sanitary District
North County Fire Protection District, San Diego County	North Humboldt Recreation and Park District
North of River Sanitary District No. 1	Oceano Community Services District
Olympic Valley Public Service District	Orange County Cemetery District
Oxnard Harbor District	Palos Verdes Library District
Paradise Irrigation District	Paradise Recreation & Park District
Phelan Pinon Hills Community Services District	Pico Water District
Pine Grove Community Service District	Pleasant Valley Recreation and Park District
Rainbow Municipal Water District	Rancho Murieta Community Services District
Rancho Santa Fe Fire Protection District	Resource Conservation District of Greater San Diego County
San Antonio Basin Water District	San Gabriel Valley Mosquito and Vector Control District
San Mateo County Mosquito and Vector Control District	San Miguel Consolidated Fire Protection District
Santa Cruz Port District	Santa Maria Public Airport District

California CLASS Participant List December 2023

Santa Ynez River Water Conservation District	Sierra Resource Conservation District
South Placer M.U.D.	Stockton East Water District
Tahoe - Truckee Sanitation Agency	Tahoe City Public Utility District
Temecula Public Cemetery District	Town of Discovery Bay - Community Services District
Trabuco Canyon Water District	Tracy Rural County Fire Protection District
Truckee Donner Recreation and Park District	Truckee Sanitary District
Turner Island Water District	Twentynine Palms Water District
Union Public Utility District	Wallace Community Services District
Weott Community Services District	West Basin Municipal Water District
West County Wastewater District	Western Shasta Resource Conservation District
Williams Fire Protection Authority	

**Total Participants: 140**

*Disclaimer: This participant list is being made public as a service to our participant base. The listed participants are active as of the end of the month.*

## What is California CLASS?

California Cooperative Liquid Assets Securities System (California CLASS) is a joint exercise of powers entity authorized under Section 6509.7, California Government Code. California CLASS is a pooled investment option that was created via a joint exercise of powers agreement by and among California public agencies. California CLASS offers public agencies a convenient method for investing in highly liquid, investment-grade securities carefully selected with the goal of optimizing yields while prioritizing safety and liquidity. The California CLASS Prime and Enhanced Cash funds help assist public agencies in strengthening and diversifying their cash management programs in accordance with the safety, liquidity, and yield hierarchy that provides the framework for the investment of public funds.

## How is it governed and managed?

California CLASS is overseen and governed by a Board of Trustees. The Board is made up of public agency finance professionals who participate in California CLASS and are members of the Joint Powers Authority (JPA). The Board of Trustees has entered into an Investment Advisor and Administrator Agreement with Public Trust Advisors, LLC. Public Trust is responsible to the Board for all program investment and administrative activities as well as many of the services provided on behalf of the Participants.

## How can we participate?

Enrolling in California CLASS is simple. Public agencies may become Participants simply by filling out the Participant Registration Form that can be found in the document center on the California CLASS website. Public agencies may submit the completed registration packet to California CLASS Client Services for processing at [clientservices@californiaclass.com](mailto:clientservices@californiaclass.com). To obtain account forms and fund documents, visit [www.californiaclass.com/document-center/](http://www.californiaclass.com/document-center/).

## Sponsored By:



[www.calcities.org](http://www.calcities.org)



**California Special  
Districts Association**  
*Districts Stronger Together*

[www.csda.net](http://www.csda.net)

## CALIFORNIA CLASS FEATURES

As a California CLASS Participant, you have access to many convenient features:

- Same-day availability of funds in Prime Fund (11:00 a.m. PT cut-off)
- Contributions by wire or ACH
- Ratings of 'AAAm' & 'AAAf/S1'
- Portfolio securities marked-to-market daily
- Secure online access for transactions and account statements
- No redemption notices for Prime Fund
- Participant-to-Participant transactions
- Dividends accrue daily and pay monthly
- No maximum or minimum transaction limits
- No maximum or minimum investment requirements
- No transaction fees\*
- Annual audit conducted by independent auditing firm\*\*
- Dedicated client service representatives available via phone or email on any business day

\*You may incur fees associated with wires and/or ACH transactions by your bank, but there will be no transaction fees charged from California CLASS for such transactions.  
\*\*External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy.



## What are the objectives of California CLASS?

### Safety

The primary investment objective of the California CLASS Prime Fund is preservation of principal. Both California CLASS portfolios are managed by a team of investment professionals who are solely focused on the management of public funds nationwide. The custodian for California CLASS is U.S. Bank, N.A.

### Liquidity

When you invest in the California CLASS Prime Fund, you have access to your funds on any business day. You must notify California CLASS of your funds transaction requests by 11:00 a.m. PT via the online transaction portal. There are no redemption notices for the daily-liquid California CLASS Prime Fund. The California CLASS Enhanced Cash Fund is a variable NAV fund that provides next-day liquidity and requires a one-day notification of redemption.

### Competitive Returns

California CLASS strives to provide competitive yields while adhering to the objectives of safety and liquidity. Participants can benefit from the investment expertise and institutional knowledge provided by the team of Public Trust professionals. The portfolio performance objective is strengthened by the knowledge of

California public agency cash flows that the Public Trust team possesses.

### Ease of Use

To make cash management streamlined and efficient, California CLASS includes many features that make it easy to access account information and simplify record keeping. Participants can transact on any business day via the California CLASS Online Transaction Portal at [www.californiaclass.com](http://www.californiaclass.com).

### Flexibility

You may establish multiple California CLASS subaccounts. You will receive comprehensive monthly statements that show all of your transaction activity, dividend accruals, and yield summaries. These statements have been specifically designed to facilitate public sector fund accounting and to establish a clear accounting and audit trail for your records.

### Legality

California CLASS only invests in securities permitted by California State Code Section 53601; permitted investments are further restricted to those approved by the Board of Trustees as set forth in the California CLASS Investment Policies.

**Have Questions?** Contact us or visit [www.californiaclass.com](http://www.californiaclass.com) for more information.



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### **RD 1000 Investment Policy**

The following policy shall be used to guide the investments made by the District of any surplus or reserve funds it may have.

RD 1000 shall make prudent and reasonable investments which meet the requirement of all laws and government codes which apply in accordance with the following priorities.

First and foremost, is the security of the District's assets

Second, liquidity of funds for the operation and maintenance needs of the District including the potential for funds during a flood emergency.

Third, the District shall seek a reasonable rate of return on the investments once the first two priorities have been met.

Given the limited resources and expertise of the District, it is reasonable for it to invest funds in investment pools such as the State's Local Agency Investment Fund (LAIF), the County Treasurer's local government pool or the City of Sacramento's Pool A. Periodically, the District's Board of Trustees shall review the relative split of investments among the various pools and direct staff to make changes as appropriate. In making such decisions, the Board shall consider the relative security, liquidity and rate of return offered by each pool and shall give consideration to the specific financial instruments which each of the pools have invested.





## RECLAMATION DISTRICT NO. 1000

DATE: MARCH 8, 2024

AGENDA ITEM NO. 6.2

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**TITLE:** District General Election 2024

**SUBJECT:** Review and Consider Adoption of Resolution No. 2024-03-02: Calling District 2024 General Election.

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**EXECUTIVE SUMMARY:**

Effective with its 2020 General District Election, Reclamation District No. 1000 transitioned from an odd-year election cycle to an even-year election cycle. This move is authorized by the California Elections Code and Water Code and driven by the Board's desire to ensure strong turnout in its general district elections.

Consistent with the Resolution authorizing that transition, and in order to ensure that the Board continues to operate under the staggered terms required by the Water Code, the terms of four "land assessment seats" are up for election in 2024. Pursuant to Water Code section 50780.4, in an election for land assessment seats, each voter shall have one vote per assessed dollar of property owned.

For a November 2024 General District election, nomination petitions may be filed between August 22 and September 12, 2024. If the number of eligible candidates exceeds the number of positions available, an election shall be held. If it does not, the eligible candidates shall be appointed by the County.

**RECOMMENDATION:**

Staff recommends the Board review and consider Adoption of Resolution No. 2024-03-02: Calling District 2024 General Election.

**ATTACHMENTS:**

1. Resolution No. 2024-03-02: Calling District 2024 General Election

**STAFF RESPONSIBLE FOR REPORT:**

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Kevin L. King, General Manager

Date: 03/01/2024



RECLAMATION DISTRICT NO. 1000  
RESOLUTION NO. 2024-03-02

**A RESOLUTION OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT NO. 1000  
CALLING DISTRICT 2024 GENERAL ELECTION**

At a regular meeting of the Board of Trustees of Reclamation District No. 1000 held at the District Office on the 8<sup>th</sup> day of March 2024, the following resolution was approved and adopted:

**WHEREAS**, Reclamation District No. 1000 (“District”) is a California Reclamation District, formed and operating pursuant to the California Reclamation District Law (California Water Code sections 50000 and following) and governed by a seven-member Board of Trustees with elections that were historically held in odd-numbered years; and,

**WHEREAS**, pursuant to Resolution No. 2020-04-03 the District transitioned from an odd-year election cycle to an even-year election cycle, consistent with the requirements of the California Voter Participation Act, the Elections Code, and the California Reclamation District Law; and,

**WHEREAS**, the Board should establish the date of the 2024 General District Election, and make certain other findings in order to conduct the election.

**NOW THEREFORE BE IT RESOLVED THAT:**

1. Consistent with Water Code section 50731.5, Nomination Petitions for the Office of Trustee shall be filed between August 22, 2024 and September 12, 2024. If sufficient qualified people declare their candidacies such that an election is necessary, a General District Election shall be held on Tuesday, November 5, 2024.
2. The eligible voters and the number of votes to which each voter is entitled in the election shall be determined as provided for in Water Code section 50780 and following.
3. Each eligible voter shall be provided a mail ballot. To ensure appropriate accessibility, an in-person polling location will also be provided.
4. Candidates for the office may, at their own expense, offer statements of qualifications pursuant to Elections Code sections 10506 and 13307.
5. The District staff shall publish notice of the election and notices of the nominating petitions, shall distribute and receive declarations of candidacy, and take all appropriate actions to implement this Resolution.

**ON A MOTION BY** Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_ the foregoing resolution was passed and adopted by the Board of Trustees of Reclamation District No. 1000, this 8<sup>th</sup> day of March 2024 by the following vote, to wit:

AYES: Trustees:  
NOES: Trustees:  
ABSTAIN: Trustees:  
RECUSE: Trustees:  
ABSENT: Trustees:

---

Elena Lee Reeder  
President, Board of Trustees  
Reclamation District No. 1000

CERTIFICATION:

I, Joleen Gutierrez, Secretary of Reclamation District No. 1000, hereby certify that the foregoing Resolution 2024-03-02 was duly adopted by the Board of Trustees of Reclamation District No. 1000 at the regular meeting held on the 8<sup>th</sup> day of March 2024 and made a part of the minutes thereof.

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Joleen Gutierrez, District Secretary



## RECLAMATION DISTRICT NO. 1000

DATE: March 8, 2024

AGENDA ITEM NO. 6.3

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**TITLE:** California Special Districts Association: Call for Nominations

**SUBJECT:** Review and Consider Nominations for California Special Districts Association Call for Nominations.

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**EXECUTIVE SUMMARY:**

Reclamation District 1000 (RD 1000; District) is a member of the California Special Districts Association (CSDA). RD 1000 received notice from CSDA calling for nominations for their Board of Directors. RD 1000 as a member in good standing is eligible to nominate one person, a board member or managerial employee, for election to the CSDA Board of Directors. If interested, RD 1000, must take action to approve a nomination for election to the CSDA Board.

Staff recommends the Board consider a nomination to the CSDA Board and if interested, approve nominee's application to CSDA for election to the CSDA Board by April 10, 2024. If no members of the Board of Trustees are interested, General Manager Kevin King is interested in serving on the CSDA Board of Directors and would seek approval of a nomination.

**RECOMMENDATION:**

Staff recommends the Board consider a nomination to the CSDA Board and if interested, approve nominee's application to CSDA for election to the CSDA Board by April 10, 2024.

**FINANCIAL IMPACT:**

The District estimates approximately \$5,000 in annual expense to support participation on the CSDA Board, as some travel and conference attendance is required for CSDA Board members. This expense would be budgeted in the 2024/2025 Budget if the District's nominee was elected to the CSDA Board.

**ATTACHMENTS:**

1. CSDA Nomination Form

**STAFF RESPONSIBLE FOR REPORT:**

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Kevin L. King, General Manager

Date: 03/04/2024



**2024 BOARD OF DIRECTORS NOMINATION FORM**

**Name of Candidate:** \_\_\_\_\_

**District:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

\_\_\_\_\_

**Network:** \_\_\_\_\_ (see map)

**Telephone:** \_\_\_\_\_

(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

**Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Nominated by (optional):** \_\_\_\_\_

**Return this form, a Board resolution/minute action supporting the candidate, and Candidate Information Sheet by mail or email to:**

CSDA  
Attn: Amber Phelen  
1112 I Street, Suite 200  
Sacramento, CA 95814  
(877) 924-2732

amberp@csda.net

***DEADLINE FOR RECEIVING NOMINATIONS:***

**April 10, 2024 at 5:00 p.m.**



## RECLAMATION DISTRICT NO. 1000

DATE: MARCH 8, 2024

AGENDA ITEM NO. 7.1

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TITLE: Committee Meeting Minutes

SUBJECT: Committee Meeting Minutes since the February Board Meeting

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### **Executive Committee Meeting – February 28, 2024**

A meeting of the Reclamation District No. 1000 Executive Committee was held on Wednesday, February 28, 2024, at 8:00 a.m. at the District's office. In attendance were Trustees Lee Reeder and Gilbert. Staff in attendance were General Manager King, Operations Manager Holleman, Administrative Services Manager Gutierrez and General Counsel Shapiro. There were no members of the public present, therefore no public comments were received.

General Manager King presented the proposed agenda for the March 8, 2024, Board of Trustees meeting. The Committee reviewed the agenda and approved.

With no further business on the Executive Committee Agenda, meeting adjourned at 8:52 a.m.