



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

1633 GARDEN HIGHWAY
SACRAMENTO, CA 95833

**FRIDAY, OCTOBER 14, 2022
8:00 A.M.**

WEB & TELEPHONE MEETING ONLY

MODIFIED BROWN ACT REQUIREMENTS IN LIGHT OF STATE OF EMERGENCY

In compliance with CA Assembly Bill 361, members of the Board of Trustees and members of the public will participate in this meeting by teleconference. The call-in information for the Board of Trustees and the public is as follows:

Join the meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/rd1000>

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(571\) 317-3116](tel:+15713173116)

Access Code: 539-716-757

If you don't already have the GoToMeeting application downloaded, please allow yourself additional time prior to the meeting to install the free application on your computer, tablet, or smartphone. The application is not required to participate via phone.

Any member of the public on the telephone may speak during Public Comment or may email public comments to kking@rd1000.org and comments will be read from each member of the public. During this period of modified Brown Act Requirements, the District will use best efforts to swiftly resolve requests for reasonable modifications or accommodations with individuals with disabilities, consistent with the Americans with Disabilities Act, and resolving any doubt whatsoever in favor of accessibility. Requests for reasonable modifications under the ADA may be submitted to the email address noted above, or by phone directly to the District.

All items requiring a vote of the Board of Trustees will be performed as a roll call vote to ensure votes are heard and recorded correctly. In addition, the meeting will be recorded and participation in the meeting via GoToMeeting and/or phone will serve as the participants acknowledgment and consent of recordation.

AGENDA

RD 1000 Board Meeting
October 14, 2022

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 (*Any Agenda items that might be a conflict of interest to any Trustee should be identified at this time by the Trustee involved*)

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.

4. INFORMATIONAL ITEMS

- 4.1. [GENERAL MANAGER'S REPORT](#): Update on activities since the September 2022 Board Meeting.
- 4.2. [OPERATIONS MANAGER'S REPORT](#): Update on activities since the Sept. 2022 Board Meeting.
- 4.3. [DISTRICT COUNSEL'S REPORT](#): Update on activities since the September 2022 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 Sept. 9, 2022 Regular Board Meeting.
- 5.2. [TREASURER'S REPORT](#): Approve Treasurer's Report for September 2022.
- 5.3. [EXPENDITURE REPORT](#): Review and Accept Report for September 2022.
- 5.4. [BUDGET TO ACTUAL REPORT](#): Review and Accept Report for September 2022.

AGENDA

*RD 1000 Board Meeting
October 14, 2022*

- 5.5. ASSEMBLY BILL 361: Review and Consider Adoption of Resolution No. 2022-10-01 - Proclaiming a Local Emergency, Ratifying the Covid-19 State of Emergency, and Authorizing Remote Teleconference Meetings of Reclamation District No. 1000 Pursuant to The Ralph M. Brown Act.
- 5.6. AUTHORIZATION TO EXECUTE FUNDING AGREEMENT: Review and Consider Adoption of Resolution No. 2022-10-02 Authorizing General Manager to Execute Funding Agreement with State of California Department of Water Resources – Flood Maintenance Assistance Program 2022/2023.

6. SCHEDULED ITEMS

- 6.1. DISTRICT INSURANCE: Authorize General Manager to Execute Agreements and Necessary Documents Required for District Insurance Renewal.

7. BOARD OF TRUSTEE’S COMMENTS/REPORTS

7.1. BOARD ACTIVITY UPDATES:

7.1.1. RD 1000 Committee Meetings Since Last Board Meeting

- Legal Committee (Avis, Barandas, & Gilbert) September 15, 2022
- Legal Committee (Avis, Barandas, & Gilbert) September 29, 2022
- Executive Committee (Gilbert & Lee Reeder) October 5, 2022

7.1.2. RD 1000 Committees No Meetings Since Last Board Meeting

- Finance Committee (Gilbert, Bains & Burns)
- Legal Committee (Avis, Barandas, & Gilbert)
- Operations Committee (Bains, Barandas & Burns)
- Personnel Committee (Bains, Barandas & Smith)
- Urbanization Committee (Lee Reeder, Burns & Smith)

8. CLOSED SESSION

- 8.1. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation (Pursuant to Gov. Code § 54956.9(d)(4).) Number of Cases: (1)

9. RECONVENE TO OPEN SESSION

- 9.1. REPORT ON CLOSED SESSION: Report on any reportable action taken by the Board during Closed Session.

10. ADJOURN





RECLAMATION DISTRICT 1000

DATE: OCTOBER 14, 2022

AGENDA ITEM NO. 4.1

TITLE: General Manager's Report – October 2022

SUBJECT: Update on Activities Since the September 2022 Board of Trustees Meeting

EXECUTIVE SUMMARY:

This Staff Report is intended to report the noteworthy activities and events of the District. Noteworthy activity from September 2022 is provided below:

1. Administration Services

a. Human Resources

- i. No Update.

b. Comprehensive Financial Plan

- i. Staff Presented the Phase 2.2 Technical Report to the Board of Trustees on May 13, 2022. Staff continues to work on outreach regarding the proposed fee and has scheduled numerous meetings kicking off in June 2022.
- ii. 4Natomas.org launched on June 1, 2022. This website is being used as the landing point for all information relative to the District's work on the potential property related fee which the Board of Trustee will consider this fall.
- iii. Finance Committee reviewed the draft Phase 2.2 Storm Water Service Fee Study on August 31, 2022.
- iv. Prop 218 Protest Forms were distributed on September 16, 2022. Protest forms are due by November 18, 2022

c. Strategic Communication Services

- i. GM King and Staff continue to work with Allen Strategic on a weekly basis for the various Outreach and Education Programs of import to the District.

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 September 2022.

3. Capital Improvement Projects

a. CIP Update

- i. KSN is currently working on Pumping Plant #8 Preliminary Design and construction phasing plan. Their electrical team is working on the preliminary design report and readying to engage structural to vet feasibility of the site alternatives. With the operating sequences confirmed, the modeling team is underway on building the Plant 8 replica model used to diagnose and fix the cavitation issues. We expect to have design drawings and formal test plan from the modeling team that will be shared within the next few weeks.

4. Natomas Levee Improvement Projects

The Corps continues to work with the State and SAFCA on borrow for the project. Sites being studied and tested include the Sacramento Regional Sanitation District treatment plant stockpile; Port of West Sacramento; and the Brookfield property in Sutter County adjacent to the PGCC south of Howsley Road which could provide sufficient borrow for the remainder of the Natomas Project. SAFCA was not able to negotiate terms for using borrow from the Sutter Point development. The Corps has changed the borrow site for completing Reach B to include material from the Port of West Sacramento since material from the Lower American River sites are now being reused on-site and are no longer available for Natomas. The Corps is evaluating needs for each Reach and available sources to minimize delays and maximize efficiency.

a. Reach A

- i. The Contract was awarded in September 2021 to Ahtna-Great Lakes (joint venture) for the base contract levee work. The contractor has completed a demonstration cut off wall panel. Testing will occur following 28 days of cure time. Construction will last for three years.
- ii. Modifications to Plant 1B have been included in the project and the Corps is expected to exercise the option to include Plant 1A by the end of September. 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 but have delayed the start of construction.

b. Reach B

- i. Construction continued on Reach B including relocation of the Riverside Canal and replacement of other Natomas Water Company facilities. The Corps is working on logistics to acquire borrow material from the Port of Sacramento.

TITLE: General Manager's Report – October 2022

- ii. Outfall, discharge pipes, pumps and electrical replacement has been completed. O&M training is scheduled for October 7th. All 4 pumps are operational if needed. Official pump testing is scheduled for late October, this will be dependent on water elevations.
- iii. Construction at the I-5 window crossing the Sacramento River south of Bayou Road which began in 2021, has entered a second season and is scheduled be complete by November 2022. RD 1000 has issued temporary use permit to the contractor. A detour is in place at Garden Highway and North Bayou Rd, this will remain through mid-November.
- 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 has entered month 18. The plant will be non-operational this flood season as the electrical protection equipment delivery is September 2023. Completion target date of Plant 4 is October 2022. Coordinating with USACE, M&H and NMWC related to minor temporary power for electrical building and exterior lighting after contractor demobilizes from site.
 - ii. 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. The plans and specifications for this reach are complete. The Corps is doing its final internal review and working with their contracting group to advertise the project for construction with contract award in November 2022. Construction will be in 2023 and 2024.
 - ii. SAFCA has acquired all the right of way for construction and utility relocations. This includes the Brookfield property which could yield sufficient borrow for the remainder of the Natomas project. SAFCA is coordinating with PG&E for the relocation of the utility poles scheduled to be completed in 2022.
- f. Reach F
 - i. The State, SAFCA and RD 1000 have provided comments to the Corps on the 95% plans. We continue working with the Corps on key issues affecting design; particularly the proposed takes on properties with existing structures, the work near Pumping plant No. 6, relocate or design

TITLE: General Manager's Report – October 2022

around WAPA tower, and the borrow source currently proposed from the former Brookfield property now owned by SAFCA.

- ii. Critical issues include right of way acquisition (some which require relocations); WAPA tower (lead time for relocation more than a year); utility relocations and borrow source. Based on potential right of way acquisition and utility relocation delays, the Corps is revising their schedule to delay construction until 2025 with completion as late as 2027. SAFCA is trying to reduce the right of way acquisition time to allow construction to commence sooner.
- g. Reach G
 - i. See notes above for Reach F as Reaches F and G are combined into a single design and construction contract.
- h. Reach H
 - i. Construction at Reach H continues, including fence relocations, landside lower patrol road and I-80 berm. SAFCA continues acquisition of rights needed to complete patrol road and fence relocations. This project will continue through 2022 as these contract modifications are negotiated and rights of way acquired.
- 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. Contract for tree removal was awarded in January 2022 and has stopped now. The remaining trees will be removed in late 2022 (November/December). The levee construction is scheduled to be done in 2023.
- 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. A kick-off meeting was held on-site in late August with the District providing our recommendations and standards to be compatible with our other pumping plants. The current schedule is for construction in 2024.
 - ii. Highway 99 Window – HDR Engineers are doing the design for the closure of the Highway 99 crossing gap at the Natomas Cross Canal. 95% plans were reviewed in May 2022 with no significant issues identified. Next

TITLE: General Manager's Report – October 2022

milestone is 100 % plan review in October 2022. Caltrans is now engaged with the project and provided their comments on the proposed lane closures to allow the cutoff wall constructed across the travel lanes but concur in general with the proposal. The schedule is to award the contract in June 2023 and construction completed by December 2023.

5. Miscellaneous

- a. Sacramento Area Flood Control Agency (SAFCA)
 - i. Board Meeting – September 15, 2022 (Attachment No. 1)

ATTACHMENTS:

- 1. SAFCA Board Meeting – September 15, 2022

STAFF RESPONSIBLE FOR REPORT:



Kevin L. King, General Manager

Date: 10/07/2022



Board of Directors Action Summary of September 15, 2022 - 3:00 PM

WEBEX MEETING

Directors/Alternates Present: Ashby, Avdis, Desmond, Harris, Jennings, Johns, Kennedy, Lee Reeder, Micheli, and Serna

Directors Absent: Frost, Nottoli, Shah

ROLL CALL

PUBLIC COMMENTS - No written comments were submitted and no members of the public requested to speak.

CONSENT MATTERS

Motion by Director Avdis and seconded by Director Desmond to approve Resolution Nos. 2022-096; 2022-097; 2022-098; 2022-099; 2022-100; 2022-101; 2022-102; 2022-103; 2022-104; 2022-105; 2022-106; 2022-107; 2022-108; 2022-109; and 2022-110 of Consent Matters. No members of the public requested to speak

AYES: Ashby, Avdis, Desmond, Harris, Jennings, Johns, Kennedy, Micheli, Lee Reeder, and Serna

NOES: (None)

ABSTAIN: (None)

ABSENT: Frost, Nottoli, Shah

RECUSAL: (None)

1. Resolution No. 2022-096 - Proclaiming a Local Emergency Persists, Re-Ratifying the COVID-19 State of Emergency, and Re-Authorizing Remote Teleconference Meetings of the Sacramento Area Flood Control Agency Board of Directors Pursuant to the Ralph M. Brown Act (Goldberg)
2. Approving the Action Summary for August 18, 2022 (Russell)
3. Resolution No. 2022-097 - Authorizing the Executive Director to Execute Amendment No. 1 to SAFCA JOC-007 with Fregoso Builders, Inc. (Campbell)
4. Resolutions - Awarding Four Job Order Contracts to the Lowest Responsive and Responsible Bidders and Authorizing the Executive Director to Execute the Contracts (Campbell)
 - A. Resolution No. 2022-098 - JOC-009
 - B. Resolution No. 2022-099 - JOC-010
 - C. Resolution No, 2022-100 - JOC-011
 - D. Resolution No. 2022-101 - JOC-012
5. Resolution No. 2022-102 - Authorizing the Executive Director to Enter Into an Engineering Design and Construction Support Agreement with MBK Engineers for Repairs to the Arcade Creek North Levee and Natomas East Main Drainage Canal East Levee (Ghelfi)
6. Resolution No. 2022-103 - Authorizing the Executive Director to Execute Amendment No. 2 to Contract No. 1518 with the United Auburn Indian Community to Provide Tribal Monitoring Services (Saucier)
7. Resolution No. 2022-104 - Considering the Final Supplemental Environmental Impact Statement/Environmental Impact Report for the American River Watershed, California Folsom Dam Raise Project: Updated Designs as a Responsible Agency, Adopting the Findings and Statement of Overriding Considerations as Adopted by the Central Valley Flood Protection Board, and Approving the Amendments to the Project (Saucier)
8. Resolution No. 2022-105 - Authorizing the Executive Director to Execute Amendment No. 5 to Contract No. 1371 with Mead & Hunt, Inc., for Engineering Design Services Related to the Natomas Levee Improvement Project (Bassett)

9. Resolution No. 2022-106 - Authorizing the Executive Director to Execute Contract Change Order No. 5 for the Lower Elkhorn Basin, Interior Drainage Project, Yolo County, California, Contract No. 4495, Approving Final Quantities, Accepting the Contract as Complete, and Authorizing the Executive Director to File a Notice of Completion (Tibbitts)
10. Resolution No. 2022-107 - Authorizing the Executive Director to Execute Amendment No. 5 to Contract No. 1369 with Psomas for Survey, Mapping, Right of Way Surveys and Right of Way Engineering Services Related to the Natomas Levee Improvement Project (Bassett)
11. Resolution No. 2022-108 - Authorizing the Executive Director to Execute Amendment No. 3 to Funding Agreement No. 1526 with Reclamation District No. 537 for the Lower Elkhorn Basin (Tibbitts)
12. Resolution No. 2022-109 - Authorizing the Executive Director to Execute Amendment No. 5 to Contract No. 1470 with Robert M. Gailey Consulting Hydrogeologist P.C. for Hydrogeology Services Related to Groundwater Recharge Studies in the South American and Cosumnes Basins (Bardini)
13. Resolution No. 2022-110 - Authorizing the Executive Director to Execute a Contract with CPS HR Consulting for Human Resources Consulting Services (Campbell)

EXECUTIVE DIRECTOR'S REPORT

14. Information - Executive Director's Report for September 15, 2022 (Johnson)

ADJOURN

Respectfully submitted,
Lyndee Russell



RECLAMATION DISTRICT 1000

DATE: OCTOBER 14, 2022

AGENDA ITEM NO. 4.2

TITLE: Operations Manager’s Report – October 2022

SUBJECT: Update on Activities Since the September 2022 Board of Trustees Meeting

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 September 2022. As well as provide information regarding District facility use and local weather impacts on District facilities and river levels. Noteworthy activities include mowing along the inner and outer perimeter of the District. Staff is currently mechanically removing sediment from the West Drainage Canal. Along with assistance from staff, Aqua Terra completed our annual coontail treatment within the West, North and East drainage canal, including Fisherman’s Lake and Bannon Canal. Staff completed annual pesticide applicator training courses. We are currently waiting for quotes related to security upgrades at PP#1B and PP#8. District staff performed an annual Garden Highway cleanup with Sac Picks It Up, which yielded over 8,000lbs of garbage.

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:



 Gabriel J. Holleman, Operations Manager

Date: 10/07/2022



 Kevin L. King, General Manager

Date: 10/07/2022

TITLE: Operations Manager Report





TITLE: Operations Manager Report







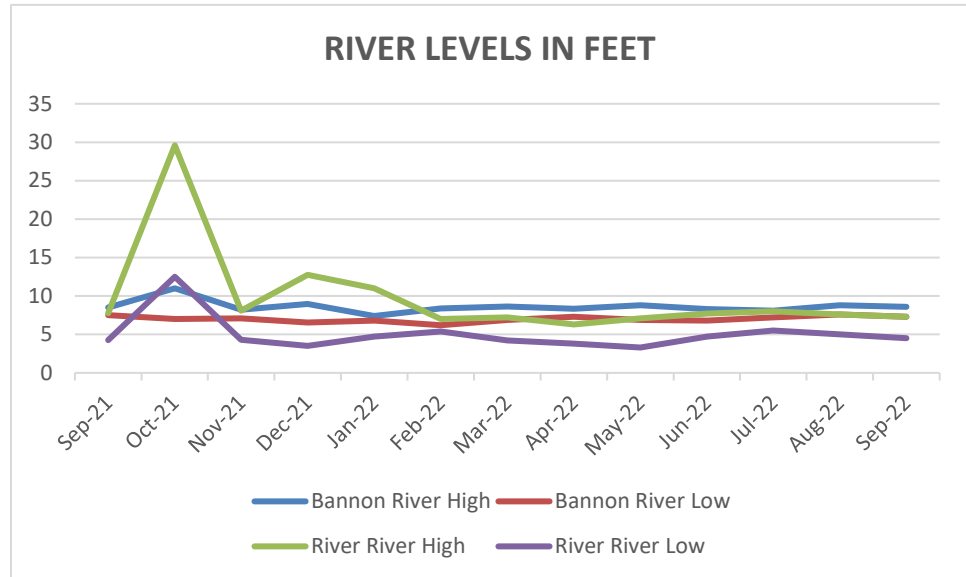
Operations Manager's Report September 2022

AGENDA ITEM 4.2
ATTACHMENT NO. 1

River Levels:

Bannon H: 8.6'
L: 7.3'

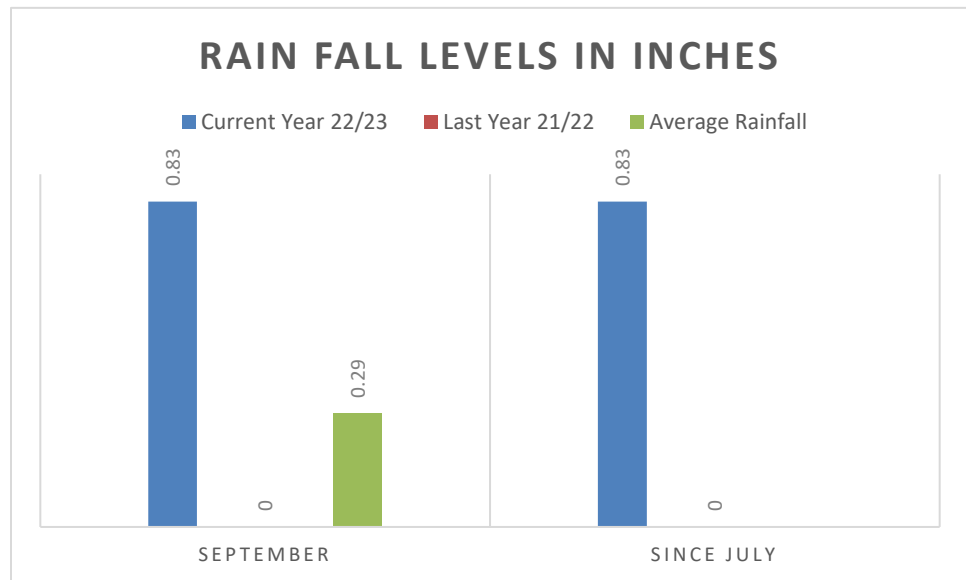
River H: 7.3'
L: 4.5'



Rain Fall Totals:

September 2022
Rain Totals = .83"
Sept Average = .29"

Rain Totals Since
July 1, 2022 = .83"



Safety Topics for the Month of August

- Heat Stress – Workers Who Are Exposed
- Personal Protective Equipment – Voluntary Use of Dusk Masks
- Personal Protective Equipment – Hard Hats Dos & Don'ts
- Portable Tool and Equipment Safety – Mounting Abrasive Wheels

District Requests Received

The District received multiple requests related to trash, debris and abandoned vehicles along District facilities. Staff and local law enforcement were deployed to remove these items within District boundaries.

The chart below represents various activities the field crew spent their time working on during the month of September, 2022.

RD 1000 Field Crew	*Field Hours Worked	Activity
	236	Mowing
	136	Pumping Plant Maintenance
	136	Ditch Maintenance
	132	Garbage
	130	Equipment Maintenance/Repairs
	124	Weed Control

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

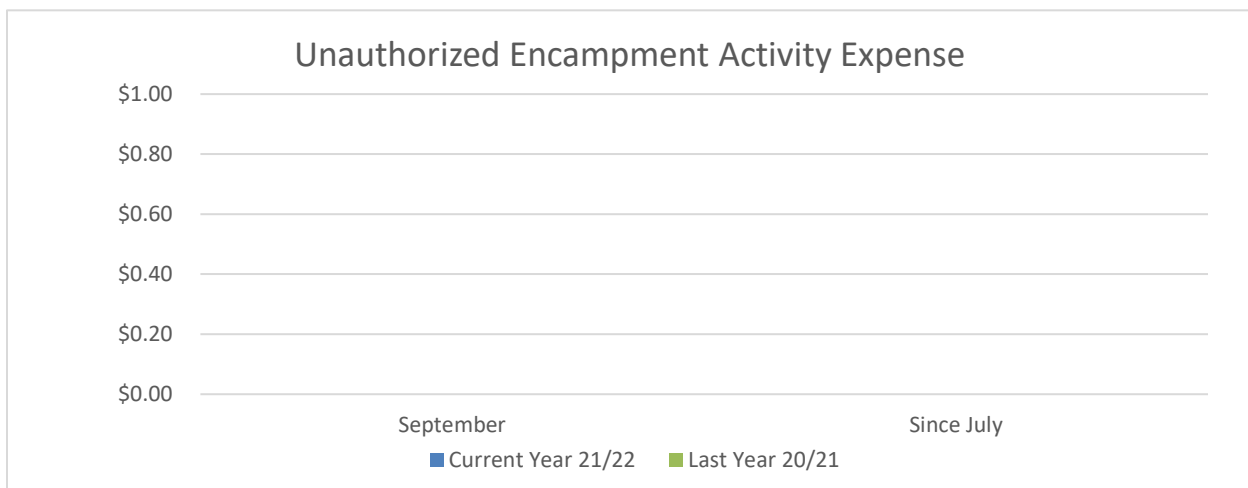
Pumping

Please see the pumping data below as it relates to the month of September within the Basin. Pump totals in the month of September are 311.04 Ac-ft. Pump totals reflect a recent storm and rice field water releases.

Pumping Plant	Pump	Hours and A/F
Plant 1B	Pump #2	10 Hours and 98 Ac-ft
	Pump #4	2 Hours and 19.6 Ac-ft
	Pump #6	6.7 Hours and 65.66 Ac-ft
Plant #8	Pump #1	5.8 Hours and 60.9 Ac-ft
	Pump #3	17.6 Hours and 66.88 Ac-ft

Unauthorized Encampment Activity There were no unauthorized encampment activities in the month of September.

Unauthorized Encampment Activity – Year to Date There has been no unauthorized encampment activity for the current fiscal year.





Operations Manager's Report September 2022

AGENDA ITEM 4.2
ATTACHMENT NO. 2

1. Capital Improvement Projects

a. CIP Update

- i. KSN is currently working on Pumping Plant #8 Preliminary Design and construction phasing plan. Their electrical team is working on the preliminary design report and readying to engage structural to vet feasibility of the site alternatives. With the operating sequences confirmed, the modeling team continues to perform testing under different conditions and sump modifications. Plant 8 replica model used to diagnose and fix the cavitation issues. Physical modeling of pump sump started. Only minor issues were identified. Team working through proposed upgrades to bring sump into full compliance. Model runs for adding divider wall and lowering pump settings. Follow-up tests for upgrade of two pumps for levee mitigation are forthcoming. We expect to have design drawings and formal recommendation following the hydraulic analysis and testing that is currently in progress.
- ii. Analysis to update costs are in progress as it relates to the PP#8 pump reimbursement agreement with SAFCA, which includes hydraulic calculations for mitigation of capacity impacts from the previous levee construction project.
- iii. Plant 1A safety improvements are currently under review, M&H will provide preliminary recommendations soon.
- iv. Electrical Condition assessment complete, analysis and reporting in progress.

2. Developmental Project Updates

a. MAP

- i. Reviewed comments from County on new RD1000 basinwide model impacting I-5 drainage infrastructure, including south of I-5. Coordinating with modeler to troubleshoot issues.

b. Greenbriar

- i. Greenbriar – Final reimbursement costs to RD1000 has been determined.

c. Upper West Side

- i. Coordinating with Sac County regarding questions about pumping plant

operational details. Meeting held with developer's engineer to provide assistance on scenarios to review.

- d. City of Sacramento Discharge Pipes
 - i. Sac City has discontinued work at Sump 58 (American River) & Sump 132 (Lower NEMDC).
- e. Sutter Pointe
 - i. Completed review of plans pertaining to new lift pump station to discharge water from detention lakes. Ongoing coordination on trash racks and cathodic protection.
- f. Misc. Caltrans
 - i. Coordinating efforts ongoing with the planned work at San Juan (EDC).
- g. Elkhorn Blvd/Powerline
 - i. B plans for Elkhorn extension have been reviewed and comments submitted.
- h. SMUD levee crossing at Swabbies
 - i. Permit review and endorsed. Will monitor activities when construction begins.
- i. Anton Dev Co Fong Ranch Road
 - ii. Met with City Parks and Rec to review drainage for the new park.
- j. Panhandle
 - i. Reviewed and commented on tentative map showing RD1000 ditches to be removed. Drainage study is being prepared.
- k. Northpointe Industrial Park
 - i. Completed backcheck of plans with no issues.
- l. Ninos Parkway Trail – B Drain
 - i. Bridge at B drain. Plans received 06/22/2022, currently under review.
- m. 920 San Juan Road
 - i. Reviewing NOI. Drainage study requested
- n. NorthLake Development
 - i. Drawings currently under review.
- o. 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.

- p. Airport South Industrial
 - i. Preliminary grading plans and supporting documents have been reviewed for application. A number of concerns with how the plans will affect the Districts O&M corridor along adjacent canals.
- q. Pleasant Grove Truck Facility
 - i. Requested data from developer's engineer related to the drainage outlet.
- r. Russel at Truxel Apartments (Fong Ranch Road)
 - i. Initial review of ROW's.

3. General Engineering Updates

- a. Basinwide Model
 - i. Stakeholder (City, Sacramento, Sutter Counties) kickoff held on 5/4. Sacramento County provided review comments. Most are clarifications, but a few model updates proposed. Review by MAP and Upper West Side designers included. No further comments expected from the City. Met with Sac County to request FEMA meeting, will discuss with FEMA. City provided one comment asking to expand the 2D analysis to area within City of Sacramento storm drains and pumps behind levees.
- 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.
- e. USACE O&M Manual
 - i. The O&M manual has been completed. Working with the CVFPB as it relates to the SWIF approval.

Maintenance Work Schedule		5-Sep		Through	30-Sep	
Crew 1	5-Sep	12-Sep	19-Sep	26-Sep		
Beto Gutierrez						
Truck # 57	* Aquatic vegetation application in Zone D, E and J * Attended Pesticide Applicator Training Class	* Aquatic vegetation application in Zone B and the Pleasant Grove Creek Canal system * Mowing activities in Zone A	* Cleaned inside all Pumping Plant buildings and debris removal * Garbage removal throughout the District	* Assisted Aquaterra with annual aquatic coontail treatment		
Crew 2	5-Sep	12-Sep	19-Sep	26-Sep		
John Chilton						
Truck # 56	* Mowing activities along the Pleasant Grove Creek Canal system * Garbage removal throughout the District	* Mowing activities in Zone B, A and the Pleasant Grove Creek Canal system * Garbage removal throughout the District	* Mowing activities along the Pleasant Grove Creek Canal system * Cleaned inside all Pumping Plant buildings and debris removal * Garbage removal throughout the District	* Mowing activities along the Pleasant Grove Creek Canal system * Garbage removal throughout the District		
Crew 3	5-Sep	12-Sep	19-Sep	26-Sep		
Taylor Tikalski						
Truck # 55	* Utilized water truck for fire suppression during mowing activities. * Garbage removal throughout the District	* Mowing activities in Zone B, A and the Pleasant Grove Creek Canal system * Garbage removal throughout the District	* Mowing activities along the Pleasant Grove Creek Canal system * Cleaned inside all Pumping Plant buildings and debris removal * Garbage removal throughout the District	* Mowing activities along the Pleasant Grove System		
Crew 4	5-Sep	12-Sep	19-Sep	26-Sep		
Bryan Hall						
Truck # 69	* Unit #21 - HVAC Repairs * Unit #14 - HVAC Repairs * Unit #52 - HVAC Repairs * Unit #50 - Chemical pump motor replacement	* Unit #21 - Hydraulic system repairs * Mowing activities along the Lone Tree Ditch * Unit #45 - Replaced roller bearing	* Unit #17 - Boom and hydraulic system repairs	* Unit #17 - Boom and hydraulic system repairs * Unit #52 - Wheel repairs * Unit #37 - Repaired oil leak		
Crew 5	June 4 - 8	June 9 - 16	19-Sep	26-Sep		
Ray Lewis						
Truck: #58	* Mowing activities along the Pleasant Grove Creek Canal * Garbage removal throughout the District	* Garbage removal throughout the District * Mowing activities in Zone A * Attended Pesticide Applicator Training Class * Utilized water truck for fire suppression during mowing activities.	* Cleaned inside all Pumping Plant buildings and debris removal * Garbage removal throughout the District	* Mowing activities along the Pleasant Grove Creek Canal system * Garbage removal throughout the District		
Crew 6	5-Sep	12-Sep	19-Sep	26-Sep		
Michael Rhoads						
Truck: #59	* Pumping Plant 1A repairs * Performed monthly emergency generator testing at PP#1B * Mechanically cleaning the West Drain from the Corp Yard to I-5.	* Pumping Plant 1A repairs * Mechanically cleaning the West Drain from the Corp Yard to I-5.	* Pumping Plant 1A repairs * Cleaned inside all Pumping Plant buildings and debris removal * Assisted Kleinfelder with PP#5 monitoring well drill locations	* Trash rack repairs at PP#3 * Pumping Plant 1A repairs		
Crew 7	5-Sep	12-Sep	19-Sep	26-Sep		
Mark Jenkins						
Truck #60	* Mechanically cleaning the West Drain from Powerline Rd to Del Paso Road	* Mechanically cleaning the West Drain from I-5 to Powerline Rd. * Graded the Lonetree Ditch access road	* Mechanically cleaning the West Drain from I-5 to Powerline Rd. * Cleaned inside all Pumping Plant buildings and debris removal	* Mechanically cleaning the West Drain from I-5 to Powerline Rd. * Assisted Aquaterra with annual aquatic coontail treatment * Transported heavy equipment throughout the District		



RECLAMATION DISTRICT 1000

DATE: OCTOBER 14, 2022

AGENDA ITEM NO. 4.3

TITLE: District Counsel's Report – October 2022

SUBJECT: Update on Activities Since the September 2022 Board of Trustees Meeting

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 September 2022.

ATTACHMENTS:

None

STAFF RESPONSIBLE FOR REPORT:

Kevin L. King, General Manager

Date: 10/07/2022



RECLAMATION DISTRICT 1000

DATE: OCTOBER 14, 2022

AGENDA ITEM NO. 5.1

TITLE: Approval of Minutes

SUBJECT: Approval of Minutes from September 9, 2022 Regular Board

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 discussion, and the Board's actions. Staff recommends Board approval of meeting minutes from the following Board Meetings:

- September 9, 2022 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 have a demonstrated need for confidentiality. To further comply with transparency, Reclamation District No. 1000 documents meetings of the Board of Trustees through Board Minutes.

RECOMMENDATION:

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

- September 9, 2022 Regular Board Meeting (Attachment No. 1)

ATTACHMENTS:

1. September 9, 2022 Regular Board Meeting

STAFF RESPONSIBLE FOR REPORT:



Joleen Gutierrez, Administrative Service Manager

Date: 10/06/2022



Kevin L. King, General Manager

Date: 10/06/2022



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

**SEPTEMBER 9, 2022
MEETING MINUTES**

In compliance with CA Assembly Bill 361, members of the Board of Trustees and members of the public participated in this meeting by teleconference. Present were Board President Thom Gilbert; Vice President Elena Lee Reeder; Trustee Nick Avdis; Trustee Jag Bains; Trustee Chris Burns; Trustee Tom Smith; General Co-Counsel Rebecca Smith; General Manager Kevin King; Operations Manager Gabe Holleman; Administrative Services Manager Joleen Gutierrez; Administrative Assistant Christina Forehand.

1. PRELIMINARY

1.1. Call Meeting to Order

Board President Thom Gilbert called the meeting to order.

1.2. Roll Call

ASM Gutierrez called the roll.

Trustees Present: Thom Gilbert, Elena Lee Reeder, Nick Avdis, Jag Bains, Chris Burns (Trustee Tom Smith was present after swearing in at 8:05 am)

Trustees Absent: Tom Barandas

1.3. Approval of Agenda

General Manager Kevin King made known there is one change to the Agenda. The change is to item 7.1.1. The September 6, 2022 Urbanization Committee meeting and minutes from the meeting have been added.

Moved/Second: Trustee Elena Lee Reeder/Trustee Chris Burns

Ayes: Trustee Thom Gilbert, Trustee Elena Lee Reeder, Trustee Avdis, Trustee Jag Bains, Trustee Chris Burns

Noes: None

Abstain: None

Absent: Trustee Tom Barandas

Action: The motion to approve the September 9, 2022, Board Meeting Agenda is approved.

1.4. Pledge of Allegiance

Trustee Thom Gilbert led the Pledge of Allegiance.

1.5. Oath of Office

General Manager Kevin King stated the Sacramento County Board of Supervisors appointed Tom Smith to the RD1000 Board of Trustees at the September 23, 2022, Board of Supervisors meeting. Mr. Smith will serve the remainder of former Trustee Debra Jones' vacated Land Assessment Seat through 2024.

Board President Thom Gilbert administered the Oath of Office to incoming Trustee Tom Smith, whom GM King welcomed as a new member of the Board.

Trustee Tom Smith remarked that he has always been concerned about flooding, flood control, and flood maintenance in Natomas. He added that he is committed to serving and looks forward to helping the Board and District.

1.6. Committee Assignments

Board President Thom Gilbert filled vacant board committee seats. He appointed Jag Bains as Personnel Committee, Chair. Tom Smith was appointed to the Personnel and Urbanization Committees. The committee assignments were accepted.

1.7. Conflict of Interest (*Any Agenda items that might be a conflict of interest to any Trustee should be identified at this time by the Trustee involved*)

There were no conflicts of interest identified by the Trustees.

2. PRESENTATIONS

There were 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 Comment

Ed Perez, a resident of Natomas, commended the District for its recent outreach efforts to inform the public of its vital service. He shared his appreciation for easy-to-understand Board Election materials so anyone could consider joining the Board.

General Manager Kevin King thanked Mr. Perez for his comments and acknowledged the District has put forth an effort to improve transparency and increase outreach to the community. GM King added that the District would mail out a postcard soon to inform landowners that an official voting ballot would follow.

4. INFORMATIONAL ITEMS

4.1. GENERAL MANAGER'S REPORT: Update on activities since the August 2022 Board Meeting.

GM King made known November 11, 2022 is Veteran's Day, a federal holiday. While it is not an observed holiday for the District, in light of public participation, the November Board Meeting will move to November 18, 2022. The Executive Committee and Counsel recommend moving the date.

Trustee Jag Bains inquired about the possibility of a committee reviewing CIP-related design and construction projects. GM King said the Operations Committee would be the appropriate committee for reviewing. Utah State University is researching and modeling to help combat vortexing in our current arrangement. Once the research and modeling have been completed, GM King will set up an Operations Committee meeting to review modeling videos. KSN is handling the design work, and our District Engineer Mead & Hunt will peer review the design work. GM King stated that if there are alternatives in any of the CIP projects, the Operations Committee will meet to make a recommendation before we go out to bid with the specs - if that

is the Board's desire. The Operations Committee would meet annually as part of the budget process and consider design work.

Trustee Tom Smith shared his appreciation for consultant KSN and Utah State selection. GM King and the operations manager will provide a tour of the District so that Trustee Tom Smith can become familiar with the location of pumping plant sites. Trustee Smith is encouraged to locate a convenient time to take a district tour and contact GM King.

Trustee Chris Burns inquired whether the Pumping Plant 1A and 1B agreement specifies that demolition cannot begin without having the new parts on site. To accurately answer this question, GM King requested some time to review the agreement. Counsel Rebecca Smith recalls working extensively with the Corps to ensure the request is memorialized. Trustee Burns would like to ensure we have a backup plan if the contingency falls through. GM King will follow up with Trustee Burns on this issue.

Glenda Corcoran, District Director for Congresswoman Doris Matsui, stated she is listening to the Board meeting and will report to Congresswoman Doris Matsui on all things related to water. Ms. Corcoran thanked GM King for reaching out with significant updates. General Manager King mentioned a District need for \$35 million for infrastructure funding.

4.2. OPERATIONS MANAGER'S REPORT: Update on activities since the August 2022 Board Meeting.

General Manager Kevin King reported that staff is preparing for flood season, including efficiency improvements at the field shop and a GPS fleet tracking system installed in district vehicles. The tracking system can download reports of trouble areas of vegetative growth.

Trustee Thom Gilbert inquired whether our crew members have an assigned vehicle. The operations manager confirmed each crew member is assigned to a vehicle. GM King added that when river elevations reach a particular stage, 24/7 patrols are triggered, and the crew will partner up for safety reasons. Currently, each crew member works independently throughout the District to address concerns.

4.3. DISTRICT COUNSEL'S REPORT: Update on activities since the August 2022 Board Meeting.

Counsel Rebecca Smith stated counsel has been assisting in preparation for the District's Fee Study and potential protest vote, the upcoming trustee election, and making sure the outreach team remains compliant.

General Manager King added the Board Trustee Nomination period would end on September 15, 2022. If more than three nominations for Board Trustee are received, we will have an election. The election will be called off if fewer than three nominations are received. GM King will assign the election board after the nomination period ends (September 15). He will then request the Sacramento County Board of Supervisors to appoint the selected election board by mid-October. Once appointed, the election board will undergo training and conduct the November 8, 2022 Trustee Election.

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.

Moved/Second: Trustee Chris Burns/Trustee Nick Avdis

Ayes: Trustee Thom Gilbert, Trustee Elena Lee Reeder, Trustee Nick Avdis, Trustee Jag Bains, Trustee Chris Burns, Trustee Tom Smith

Noes: None

Abstain: None

Absent: Trustee Tom Barandas

Action: Motion to approve Consent Calendar Items 5.1-5.6 is approved.

5.1. APPROVAL OF MINUTES: Approval of Minutes from the August 12, 2022, Regular Board Meeting.

5.2. TREASURER'S REPORT: Approve Treasurer's Report for August 2022.

5.3. EXPENDITURE REPORT: Review and Accept Report for August 2022.

5.4. BUDGET TO ACTUAL REPORT: Review and Accept Report for August 2022.

5.5. ASSEMBLY BILL 361: Review and Consider Adoption of Resolution No. 2022-09-01 - Proclaiming a Local Emergency, Ratifying the Covid-19 State of Emergency, and Authorizing Remote Teleconference Meetings of Reclamation District No. 1000 Pursuant to The Ralph M. Brown Act.

5.6. WARRANT FOR FUND TRANSFER: Review and Consider Approval of Warrant for Transferring Funds between Investment Accounts.

6. SCHEDULED ITEMS

6.1 COMPREHENSIVE FINANCIAL PLAN: Review and Discuss Draft Phase 2.2 Property Related Fee Study and Consider Circulation for Public Comment.

GM King provided a background of the work performed in the past two and a half years, beginning with Phase 1 of the District's financial planning.

GM King stated that the Board commented on a technical memo during the May Board meeting and further directed him to come back to review Phase 2.2 of the Property Related Fee Study.

The first step of the Prop 218 Property Fee (if the Board directs) is to mail out an information packet and protest ballot to affected property owners. If the District receives more than 50% of the protest ballots from property owners, it cannot move forward to Step 2.

The public comment period will begin next week with the mailing of the Property Related Fee Protest Ballot and Information Sheet. Protest forms would be due by November 18, 2022 or property owners may protest in person by attending the November 18 Board meeting.

There is one change from the previous Technical Memo that the Board reviewed in May. There will be a minimum charge of one dollar per parcel to cover the administrative expense. There are approximately 35,000 parcels in the District, and the fee would only apply to a small subset of these parcels, generating around \$1,000. The other changes are updated assessment roll numbers from Sacramento and Sutter Counties that we received in August.

Trustee Chris Burns inquired whether the dollar fee has been updated in the appendix. Consultant Greg Ghorzoni from NBS confirmed.

Trustee Nick Avdis inquired about the outreach as it relates to government properties and agricultural growers in the basin. GM King confirmed he met with the city, county, Natomas Mutual Water Co., requested to meet with SAFCA, and has reached out to individual landowners and will continue to do so.

There were no public comments.

GM King summarized the upcoming steps if the motion is approved. To direct staff to circulate for public comment, the Property Related Fee Study will conclude with a public hearing on November 18, starting around 8 am, which would be open for any public comment and then close the public hearing. If there is a majority protest, then there is no action for the Board to take. The District would need to begin the process again. If we do not receive a majority protest, the Board will entertain any public comments or questions and decide whether to adopt the final engineer's study. If the study is adopted, we will go out for Step 2 Public Approval in the specified time frame.

GM King encourages all Trustees to visit 4Natomas.org for information.

Moved/Second: Trustee Nick Avdis/Trustee Elena Lee Reeder

Ayes: Trustee Thom Gilbert, Trustee Elena Lee Reeder, Trustee Nick Avdis, Trustee Jag Bains, Trustee Chris Burns, Trustee Tom Smith

Noes: None

Abstain: None

Absent: Trustee Tom Barandas

Action: Motion to direct staff to circulate for public comment concluding on November 18 the Property Related Fee Study is approved.

7. BOARD OF TRUSTEE'S COMMENTS/REPORTS

7.1. BOARD ACTIVITY UPDATES:

7.1.1. RD 1000 Committee Meetings Since Last Board Meeting

- Executive Committee (Gilbert & Lee Reeder) August 31, 2022
- Finance Committee (Gilbert, Bains & Burns) August 31, 2022
- Urbanization Committee (Lee Reeder & Burns) September 6, 2022

7.1.2. RD 1000 Committees No Meetings Since Last Board Meeting

- Legal Committee (Avdis, Barandas, & Gilbert)
- Operations Committee (Bains, Barandas & Burns)
- Personnel Committee (Bains & Barandas)

8. CLOSED SESSION

8.1. No Closed Sessions Items Scheduled.

9. ADJOURN

Moved/Second: Trustee Nick Avdis/Trustee Elena Lee Reeder

Ayes: Trustee Thom Gilbert, Trustee Elena Lee Reeder, Trustee Nick Avdis, Trustee Jag Bains, Trustee Chris Burns, Trustee Tom Smith

Noes: None

Abstain: None

Absent: Trustee Tom Barandas

Action: Motion to adjourn the meeting is approved.



RECLAMATION DISTRICT 1000

DATE: OCTOBER 14, 2022

AGENDA ITEM NO. 5.2

TITLE: Treasurer's Report

SUBJECT: Approve Treasurer's Report for September 2022

EXECUTIVE SUMMARY:

This Staff Report is intended 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 Staff Report attachment provides the monthly beginning and ending balances of its Operations and Maintenance cash flow. The report considers the current month's receipts, fund to fund transfers, accounts payable, and payroll. Notable fund and cash flow items during September 2022 are featured in the attached Treasurer's Report.

The District maintains funds in the California State Controller Local Agency Investment Fund (LAIF), the Sacramento County Treasurer, and Bank of the West. The District's primary source of income is property assessments. Assessments are collected through respective Sacramento and Sutter County tax bills.

Annually, the Board of Trustees approves a Resolution designating 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. 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 September 2022 Treasurer's Report.

ATTACHMENTS:

1. Treasurer's Report September 2022

STAFF RESPONSIBLE FOR REPORT:



Joleen Gutierrez, Administrative Services Manager

Date: 10/06/2022



Kevin L. King, General Manager

Date: 10/06/2022

Treasurer's Report for September 2022

September 2022	Ending Balance @ 9/30/22
Total Funds at 9/30/22	9,489,385.45
Bank of the West - Checking*	1,204,945.45
Bank of the West - Money Market	100,451.75
Bank of the West FMAP	97,400.64
Sacramento County Treasurer	4,981,280.22
State Treasurer - Local Agency Investment Fund	899,500.31
City of Sacramento - Pool A	2,205,807.08

Included in O&M cash flow
Included in O&M cash flow

September 2022 - Operations and Maintenance Cash Flow	Money Market	FMAP	Operating Checking *	Combined O&M
Beginning Balance at 9/1/22	155,451.75	97,400.64	285,553.85	538,406.24
Transfers to operating account from money market account	(505,000.00)	-	505,000.00	-
Transfers from LAIF to money market account	450,000.00	-	-	450,000.00
Transfers from County Treasury	-	-	1,000,000.00	1,000,000.00
Current months receipts	-	-	5,961.95	5,961.95
Accounts Payable*	-	-	(491,623.20)	(491,623.20)
Payroll	-	-	(99,947.15)	(99,947.15)
Ending Balance at 9/30/22	100,451.75	97,400.64	1,204,945.45	1,402,797.84

*See Attached Check Register

Current months receipts are made up of the following:

Refund of bank fee from Bank of the West	40.00
US Bank incentive payment	144.28
Sac City Fire Department	5,776.67
Misc. office change deposit	1.00
	<u>5,961.95</u>



RECLAMATION DISTRICT 1000

DATE: OCTOBER 14, 2022

AGENDA ITEM NO. 5.3

TITLE: Expenditure Report

SUBJECT: Review and Accept Reports for September 2022

EXECUTIVE SUMMARY:

This Staff Report advises the Board of monthly expenditures and explains any expenses outside of the usual course of business. Staff recommends the Board review and accept the Expenditure Report for September 2022.

Expenses

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) has several items of note: \$13,642 to California Central Valley Flood Control Association for annual membership dues, \$58,874.60 to Allenstrategic for public relations consulting, \$17,178.48 to KSM for CIP-related work, \$99,557.50 to Nutrien for herbicides, \$53,742.41 and 14,805 to Page Design Group for public relations and graphic design related work, \$12,212.08 to SCI for the District’s Annual Engineer’s Assessment Report, \$19,500 to USPS for additional funds in the District’s business reply mail account, and \$13,700 to NBS for work on the Financial Plan.

RECOMMENDATION:

Staff recommends the Board review and accept the Expenditure Reports for September 2022.

ATTACHMENTS:

1. September 2022 Expenditure Report

STAFF RESPONSIBLE FOR REPORT:



 Joleen Gutierrez, Administrative Services Manager

Date: 10/06/2022



 Kevin L. King, General Manager

Date: 10/06/2022

September 2022 Expenditure Report – O&M

**AGENDA ITEM 5.3
ATTACHMENT NO. 1**

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Cash and Investments							285,553.85
1011.00 · Bank of the West O&M Checking							285,553.85
Bill Pmt							
-Check	09/01/2022	24441786286	City of Sacramento	Acct 19052000485		19.12	285,534.73
Bill Pmt							
-Check	09/01/2022	24403743777	PG&E	Acct 8886406823-9		16.82	285,517.91
Bill Pmt							
-Check	09/01/2022	51364	Bryan Hall	BIT Inspection/ Training Course		423.46	285,094.45
Bill Pmt			CA Central Valley Flood				
-Check	09/01/2022	51365	Control Assoc.	Inv 3935		13,642.00	271,452.45
Bill Pmt							
-Check	09/01/2022	51366	Cintas	Inv 4128204728		61.11	271,391.34
Bill Pmt							
-Check	09/01/2022	51367	Denecochea Digital	Inv 69544		634.28	270,757.06
Bill Pmt			Hamptons Community	2022 Autumn Festival Bronze			
-Check	09/01/2022	51368	Foundation	Sponsorship		250.00	270,507.06
Bill Pmt							
-Check	09/01/2022	51369	Hire Right Solutions, LLC	Inv P1121571		101.90	270,405.16
Bill Pmt							
-Check	09/01/2022	51370	Jan-Pro	Inv 12515		240.56	270,164.60
Bill Pmt							
-Check	09/01/2022	51371	Joleen Gutierrez	Mileage		63.07	270,101.53
Bill Pmt							
-Check	09/01/2022	51372	MBK Engineers	Inv 22-07-4170		3,251.00	266,850.53
Bill Pmt			Occupational Health				
-Check	09/01/2022	51373	Centers of CA	Inv 76341081		102.00	266,748.53
Bill Pmt							
-Check	09/01/2022	51374	SMUD	Acct 7000000317		31,594.99	235,153.54
General							
Journal	09/02/2022			9/2/22 payroll activity		51,454.83	183,698.71
Check	09/02/2022	EFT	Cal Pers			976.97	182,721.74
Check	09/02/2022	EFT	Cal Pers			1,000.00	181,721.74
Bill Pmt							
-Check	09/07/2022	523524525	Cal Pers			10,281.50	171,440.24
Bill Pmt							
-Check	09/07/2022	25048909949	City of Sacramento	Acct 7029676079		4.98	171,435.26
Bill Pmt							
-Check	09/07/2022	6451443942	Comcast	Acct 8155600381146169		241.60	171,193.66
Bill Pmt							
-Check	09/07/2022	2964991	Napa Auto Parts	Inv 270590		194.65	170,999.01
Bill Pmt							
-Check	09/07/2022	80056277286	Waste Management of Sacramento			935.93	170,063.08
Bill Pmt							
-Check	09/07/2022	51375	ACWA JPIA	Inv 0692291		1,786.41	168,276.67
Bill Pmt							
-Check	09/07/2022	51376	Airgas NCN	Inv 9991259208		449.71	167,826.96
Bill Pmt							
-Check	09/07/2022	51377	Allenstrategic			56,874.60	110,952.36
Bill Pmt							
-Check	09/07/2022	51378	Amplify 360 Inc	Inv 2009		1,940.50	109,011.86
Bill Pmt							
-Check	09/07/2022	51379	AT&T	Inv 18719574		444.88	108,566.98
Bill Pmt			Berkshire Hathaway				
-Check	09/07/2022	51380	Homestate Companies	REWC329397		1,633.51	106,933.47
Bill Pmt			Brookman Protection				
-Check	09/07/2022	51381	Services, Inc.	Inv 22-121		7,950.00	98,983.47
Bill Pmt							
-Check	09/07/2022	51382	Contour Sierra Aebi, LLC	Inv 4236		638.56	98,344.91
Bill Pmt							
-Check	09/07/2022	51383	Dossier Systems	Inv 120821		902.01	97,442.90
Bill Pmt							
-Check	09/07/2022	51384	Interstate Oil Company	Inv 586438		5,953.98	91,488.92
Bill Pmt							
-Check	09/07/2022	51385	Jan-Pro	Inv 12652		440.00	91,048.92
Bill Pmt			Kjeldsen, Sinnock &				
-Check	09/07/2022	51386	Neudeck, Inc.	Inv 33415		17,178.48	73,870.44
Bill Pmt							
-Check	09/07/2022	51387	Montage Enterprises	Inv 98592		954.42	72,916.02
Bill Pmt							
-Check	09/07/2022	51388	Nutrien Ag Solutions, Inc.			99,557.50	-26,641.48

Bill Pmt							
-Check	09/07/2022	51389	Pape Machinery	Inv 13792528		71.76	-26,713.24
Bill Pmt							
-Check	09/07/2022	51390	Smile Business Products			242.66	-26,955.90
Bill Pmt							
-Check	09/07/2022	51391	US Bank Corp			4,487.84	-31,443.74
Bill Pmt							
-Check	09/07/2022	51392	Valley Tire Center, Inc.	Inv 88905		19.00	-31,462.74
Check	09/08/2022	EFT	Cal Pers			1,000.00	-32,462.74
Check	09/08/2022	EFT	Cal Pers			6,990.01	-39,452.75
Check	09/08/2022	EFT	Cal Pers			4,228.76	-43,681.51
Check	09/08/2022	EFT	Cal Pers			3,802.59	-47,484.10
Transfer	09/09/2022			Funds Transfer	225,000.00		177,515.90
Check	09/09/2022	EFT	ADP			103.20	177,412.70
Bill Pmt							
-Check	09/12/2022	51393	Gifts to Share	2022 Natomas Pops		1,000.00	176,412.70
Bill Pmt							
-Check	09/12/2022	51394	Page Design Group	Inv 2209-0006		53,742.41	122,670.29
Bill Pmt							
-Check	09/14/2022	09142022	Sacramento County Utilities			227.40	122,442.89
Bill Pmt							
-Check	09/14/2022	51395	Alhambra & Sierra Springs	Inv 6169212090922		110.16	122,332.73
Bill Pmt			Chavez Accountancy				
-Check	09/14/2022	51396	Corporation	Inv 5768		2,422.50	119,910.23
Bill Pmt							
-Check	09/14/2022	51397	Cintas			216.91	119,693.32
Bill Pmt							
-Check	09/14/2022	51398	Denecochea Digital	Inv 69555		1,207.13	118,486.19
Bill Pmt							
-Check	09/14/2022	51399	Pape Machinery	Inv 13878817		396.32	118,089.87
Bill Pmt							
-Check	09/14/2022	51400	Reclamation District 537	2022/2023 Assessment		4,995.00	113,094.87
Bill Pmt							
-Check	09/14/2022	51401	SCI Consulting Group	Inv SBS10383		12,212.08	100,882.79
Bill Pmt			Sterling May Equipment Co.				
-Check	09/14/2022	51402	Inc.	Inv 222492		938.52	99,944.27
Bill Pmt							
-Check	09/14/2022	51403	Terrapin Technology Group	Inv 22-1333		1,129.79	98,814.48
Bill Pmt							
-Check	09/14/2022	51404	The Sacramento Bee	Inv 145101		568.42	98,246.06
Bill Pmt							
-Check	09/15/2022	51405	USPS	BR - 570- 001		19,500.00	78,746.06
Transfer	09/16/2022			Funds Transfer	150,000.00		228,746.06
General							
Journal	09/19/2022		Bank of the West	Bank fee refund	40.00		228,786.06
General							
Journal	09/19/2022		Bank of the West	Bank fee		40.00	228,746.06
Bill Pmt			Blankinship & Associates,				
-Check	09/20/2022	51406	Inc.	Inv 8306		1,063.75	227,682.31
Bill Pmt			Carson Landscape				
-Check	09/20/2022	51407	Industries	Inv 00401826		820.00	226,862.31
Bill Pmt							
-Check	09/20/2022	51408	Cintas			68.89	226,793.42
Bill Pmt							
-Check	09/20/2022	51409	Contour Sierra Aebi, LLC	Inv 4257		618.90	226,174.52
Bill Pmt							
-Check	09/20/2022	51410	Denecochea Digital	Inv 69575		57.09	226,117.43
Bill Pmt							
-Check	09/20/2022	51411	Downey Brand LLP			10,051.52	216,065.91
Bill Pmt							
-Check	09/20/2022	51412	Grainger, Inc.	Inv 9442703568		112.45	215,953.46
Bill Pmt							
-Check	09/20/2022	51413	Hire Right Solutions, LLC	Inv 1127006		375.65	215,577.81
Bill Pmt							
-Check	09/20/2022	51414	Interstate Oil Company	Inv 1784195		293.13	215,284.68
Bill Pmt							
-Check	09/20/2022	51415	National Fire Systems, Inc.	Inv 100074		384.10	214,900.58
Bill Pmt							
-Check	09/20/2022	51416	NBS	Inv 202209-1777		13,700.00	201,200.58
Bill Pmt							
-Check	09/20/2022	51417	Pape Machinery			804.75	200,395.83
Bill Pmt			Security & Asset				
-Check	09/20/2022	51418	Management, LP	Inv 52220003		3,846.81	196,549.02

Bill Pmt			Valley Hydraulics & Machine, Inc.	Inv 134779	104.69	196,444.33	
-Check	09/20/2022	51419					
Bill Pmt			Valley Tire Center, Inc.	Inv 92016	1,848.99	194,595.34	
-Check	09/20/2022	51420	Verizon Connect Fleet USA LLC	Inv 623000033291	413.79	194,181.55	
Bill Pmt				9/20/22 payroll activity	48,492.32	145,689.23	
-Check	09/20/2022	92922	Alhambra & Sierra Springs	Inv 21217024091722	29.83	145,659.40	
Bill Pmt			City of Sacramento	Acct 5450844000	53.71	145,605.69	
-Check	09/27/2022	27247814595	PG&E	Acct 3702326178-9	61.42	145,544.27	
Bill Pmt			The Home Depot	Inv 7273844	119.50	145,424.77	
-Check	09/27/2022	63086703616	Verizon	Inv 9915737671	247.83	145,176.94	
Bill Pmt			City of Sacramento	Acct 2007944000	142.06	145,034.88	
-Check	09/27/2022	27248642307	City of Sacramento	Acct 19052000485	19.12	145,015.76	
Bill Pmt			Chris Burns	CSDA Leadership Academy	760.46	144,255.30	
-Check	09/27/2022	51422	Cintas		196.00	144,059.30	
Bill Pmt			City of Sacramento - Revenue Division	Inv POLPAL288307	30.00	144,029.30	
-Check	09/27/2022	51424	MBK Engineers	Inv 22-08-4170	1,118.00	142,911.30	
Bill Pmt			Mead & Hunt	Inv 337394	3,493.00	139,418.30	
-Check	09/27/2022	51426	Page Design Group	Inv 9951fBB1	14,805.00	124,613.30	
Bill Pmt			Rey's Air	Inv 12500154	367.00	124,246.30	
-Check	09/27/2022	51427	Smile Business Products		248.83	123,997.47	
Bill Pmt			SMUD	Acct 7000000317	31,912.44	92,085.03	
-Check	09/27/2022	51430	Valley Tire Center, Inc.		934.60	91,150.43	
Bill Pmt			Yolo County Public Works	August 2021	481.26	90,669.17	
-Check	09/27/2022	51432	Cal Pers	October 2022	21,645.67	69,023.50	
Bill Pmt				Funds Transfer	130,000.00	199,023.50	
-Check	09/29/2022	1002209181		Funds Transfer	1,000,000.00	1,199,023.50	
Transfer	09/29/2022		US Bank Corp	US Bank credit card incentive payment	144.28	1,199,167.78	
General Journal	09/30/2022		City of Sac - Fire		5,776.67	1,204,944.45	
Payment	09/30/2022			Misc. petty cash deposit	1.00	1,204,945.45	
General Journal	09/30/2022						
Total 1011.00 · Bank of the West O&M Checking					1,510,961.95	591,570.35	1,204,945.45
Total Cash and Investments					1,510,961.95	591,570.35	1,204,945.45
TOTAL					1,510,961.95	591,570.35	1,204,945.45

Activity Summary

Transfers from money market account	505,000.00
Transfers from County Treasury	1,000,000.00
Current months receipts	5,921.95
Bank fee refund	40.00
Accounts payable disbursements	-491,623.20
Payroll disbursements	-99,947.15
Net activity	919,391.60



RECLAMATION DISTRICT 1000

DATE: OCTOBER 14, 2022

AGENDA ITEM NO. 5.4

TITLE: Budget to Actual Report

SUBJECT: Review and Accept Report for September 2022

EXECUTIVE SUMMARY:

This Staff Report provides a monthly budgetary snapshot of how well the District meets its set budget goals for the fiscal year. The monthly Budget to Actual Report contains a three-column presentation of actual expenditures, budgeted expenditures, and the Budget percentage. Each line item compares budgeted amounts against real-to-date expenses. Significant budgeted line item variances (if any) will be explained in the Executive Summary of this report.

Attachment 1 provides a report for the month ending September 2022. The most significant expenditures to date under Administration are Memberships, Administrative Consultants, Mitigation Land Expenses, and Public Relations. Significant expenses under Personnel are Group Insurance and Continuing Education. Significant expenses under Operations are herbicides.

BACKGROUND:

The Board of Trustees adopts a budget annually in June. District staff prepares the budget, which presents the current year's budget versus expenditures and a proposed budget for the upcoming fiscal year.

Three Board committees review the draft budget before being presented to the Board for adoption in June. 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 to 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 adoption at a regular Board meeting.

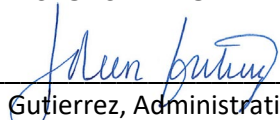
RECOMMENDATION:

Staff recommends the Board review and accept the Budget to Actual Report for September 2022

ATTACHMENTS:

1. Budget to Actual Report September 2022

STAFF RESPONSIBLE FOR REPORT:



Joleen Gutierrez, Administrative Services Manager

Date: 10/06/2022



Kevin L. King, General Manager

Date: 10/06/2022

Reclamation District No. 1000
Budget to Actual Comparison
July 1, 2022 to September 30, 2022 (Three Months Ending of Fiscal 2023)

	Year to Date July 1, 2022 to September 30, 2022	Budget	Percent of Budget
Operation & Maintenance Income			
Property Assessments	-	2,250,000	0.00%
Rents	5,777	24,000	24.07%
Interest Income	5,266	35,000	15.05%
SAFCA - O/M Assessment	-	1,421,000	0.00%
Misc Income	145	-	Not Budgeted
FMAP Grant	-	-	Not Budgeted
Annuitant Trust Reimbursement	-	-	Not Budgeted
Security Patrol Reimbursement	-	60,000	0.00%
Total	11,188	3,790,000	0.30%
Restricted Fund			
Metro Airpark Groundwater Pumping	-	25,000	0.00%
Total Combined Income	11,188	3,815,000	0.29%
Administration, Operations and Maintenance - Expenses			
Administration			
Government Fees/Permits	-	27,700	0.00%
Legal	11,793	77,500	15.22%
Liability/Auto Insurance	38,391	171,270	22.42%
Office Supplies	565	4,500	12.56%
Computer Costs	3,771	34,900	10.81%
Accounting/Audit	3,983	57,200	6.96%
Admin. Services	6,839	20,750	32.96%
Utilities (Phone/Water/Sewer)	3,200	16,900	18.93%
Mit. Land Expenses	4,995	6,000	83.25%
Administrative Consultants	32,212	38,800	83.02%
Assessment/Property Taxes (SAFCA - CAD)	-	8,500	0.00%
Admin - Misc./Other Expenses	71	2,800	2.54%
Memberships	24,565	39,700	61.88%
Office Maintenance & Repair	5,176	33,350	15.52%
Payroll Service	577	4,500	12.82%
Public Relations	111,530	74,000	150.72%
Small Office & Computer Equipment	574	10,000	5.74%
Election	42,749	100,500	42.54%
Conference/Travel/Professional Development	973	20,500	4.75%
Sub Total	291,964	749,370	38.96%
Personnel/Labor			
Wages	353,802	1,218,409	29.04%
Group Insurance	46,985	115,592	40.65%
Worker's Compensation Insurance	6,887	25,000	27.55%
OPEB - ARC	-	62,485	0.00%
Dental/Vision/Life	7,146	25,300	28.25%
Payroll Taxes	26,116	92,599	28.20%
Pension	49,258	278,922	17.66%
Continuing Education	3,010	5,000	60.20%
Trustee Fees	6,975	35,000	19.93%
Annuitant Health Care	28,777	108,127	26.61%
Sub Total	528,956	1,966,434	26.90%

Operations

Power	63,700	450,000	14.16%
Supplies/Materials	5,358	18,500	28.96%
Herbicide	119,986	225,000	53.33%
Fuel	16,526	80,000	20.66%
Field Services	50,106	267,000	18.77%
Field Operations Consultants	1,064	15,000	7.09%
Equipment Rental	-	5,000	0.00%
Refuse Collection	3,628	30,000	12.09%
Equipment Repair/Service	3,936	25,000	15.74%
Equipment Parts/Supplies	9,315	50,000	18.63%
Facility Repairs	44,013	595,000	7.40%
Shop Equipment (not vehicles)	-	12,500	0.00%
Field Equipment	-	40,000	0.00%
Misc/Other 2	64	500	12.80%
Utilities - Field	3,294	11,000	29.95%
Government Fees/Permits - Field	30	9,500	0.32%

Sub Total	321,020	1,834,000	17.50%
------------------	----------------	------------------	---------------

Equipment

Equipment	-	-	Not budgeted
-----------	---	---	--------------

Sub Total	-	-	
------------------	----------	----------	--

Consulting/Contracts/Memberships

Engineering/Technical Consultants	9,173	176,400	5.20%
Security Patrol	16,950	175,000	9.69%
Temporary Admin	3,417	-	Not budgeted

Sub Total	29,540	351,400	8.41%
------------------	---------------	----------------	--------------

FMAP Expenditures

LOI/SWIF (Consultants)	2,743	20,000	13.72%
Equipment	-	-	Not budgeted
Operations & Maintenance (Field)	68,500	409,400	16.73%
Administrative	-	10,000	0.00%

Sub Total	71,243	439,400	16.21%
------------------	---------------	----------------	---------------

Total A, O & M Expenses	1,242,723	5,340,604	23.27%
------------------------------------	------------------	------------------	---------------

Capital Expenses

Capital Office Upgrades	45,867	-	Not budgeted
Capital RE Acquisition	-	-	Not budgeted
Capital Office Facility Repair	-	75,000	0.00%
Capital Facilities	17,178	2,920,000	0.59%

Sub Total	63,045	2,995,000	2.11%
------------------	---------------	------------------	--------------

Total All Expenditures	1,305,768	8,335,604	15.66%
-------------------------------	------------------	------------------	---------------

CIP Update



RECLAMATION DISTRICT 1000

DATE: OCTOBER 14, 2022

AGENDA ITEM NO. 5.5

TITLE: Assembly Bill 361

SUBJECT: Review and Consider Adoption of Resolution No. 2022-10-01

EXECUTIVE SUMMARY:

On September 16, 2021, Governor Gavin Newsom signed Assembly Bill 361 into law, codifying certain modified requirements for teleconference meetings held by state and local public agencies, similar to those previously authorized and extended by executive order during the COVID-19 State of Emergency. This staff report briefly summarizes AB 361 and describes what Reclamation District No. 1000 (District) must do to utilize the modified requirements for holding remote meetings.

BACKGROUND:

The Ralph M. Brown Act (Brown Act), which governs local public agency meetings, traditionally permitted agencies to utilize teleconferencing (audio or video) for public meetings, subject to certain heightened requirements aimed to preserve public participation.

- Agendas must identify each teleconference location
- Agendas must be posted at each teleconference location
- Physical access for the public must be provided at each teleconference location
- Board actions must be taken by roll call vote
- One board member must be physically present at each meeting location and quorum of the board must participate within the agency's jurisdictional boundaries
- Members of the public must have an opportunity to address the Board from any teleconference location

(Gov. Code, § 54953(b)(3).) However, the rising spread of COVID-19 and the imposition of stay-at-home orders made some of those teleconference requirements untenable, leaving many public agencies unable to hold meetings at all.

On March 4, 2020, Governor Newsom proclaimed a State of Emergency due to COVID-19. Pursuant to that State of Emergency Proclamation, the Governor issued a series of executive orders (N-25-20, N-29-20, and N-35-20) which, among other things, provided several exceptions to the normal Brown Act teleconference rules to permit local agencies to continue meeting while stay-at-home orders were in effect or where meeting in person would pose a risk to health or safety. The executive orders allowed agencies to meet without first identifying or providing public access to each teleconference location, and without maintaining a physical presence of members

TITLE: AB 361

within agency boundaries, though roll call votes and public participation were still required. On June 15, 2021, as vaccinations increased and in-person restrictions eased, Governor Newsom issued Executive Order N-08-21 which provided the Brown Act modifications would expire on September 30, 2021.

AB 361:

With the State of Emergency still in place and variant cases on the rise, AB 361 was introduced to provide a longer-term solution for teleconference meetings during states of emergency, effective until January 1, 2024. While not limited to COVID-19, the legislation mirrors many of the allowances made under the Governor’s executive orders. AB 361 amends Section 54953 of the Government Code to allow the legislative body of a local agency to meet remotely without complying with the normal teleconference rules for agenda posting, physical location access, or quorum rules. To do so, one of three scenarios must exist, all of which require that the Governor has proclaimed a State of Emergency pursuant to Government Code section 8625:

- A. State or local officials have imposed or recommended measures to promote social distancing;
- B. The agency is holding a meeting for the purpose of determining whether meeting in person would present imminent risks to the health or safety of attendees; or
- C. The agency is holding a meeting and has determined that meeting in person would present imminent risks to the health or safety of attendees.

(Gov. Code, § 54953(e)(1).)

An agency that holds a meeting under either of the three scenarios must continue to post its agenda in the time required by the Brown Act, and ensure that the public is able to address the board directly through teleconference means. (*Id.* at subd. (e)(2).) If a disruption prevents the public agency from broadcasting the meeting or receiving public comments in real time, the board may take no further action until those functions are restored; any actions taken during such a disruption are subject to legal challenge. (*Id.*)

Assuming the State of Emergency remains in effect and an agency wishes to continue meeting under the modified rules, it must adopt an initial resolution within 30 days of the first teleconference meeting (which applies retroactively to that first meeting), and then must adopt an extension resolution at least every 30 days thereafter. (*Id.* at subd. (e)(3).) The resolutions must contain findings stating that the agency has reconsidered the circumstances of the State of Emergency and at least one of the following circumstances exist:

- i. The State of Emergency continues to directly impact the ability of the members to meet safely in person; or
- ii. State or local officials continue to impose or recommend measures to promote social distancing.

TITLE: AB 361

(*Id.*) The requirement for agencies to affirm by resolution every 30 days that the State of Emergency continues to necessitate remote meetings did not exist under the executive orders, and may present a logistical challenge for agencies that meet quarterly—or even monthly when meetings are separated by more than 30 days. Where an agency is not able to rely on regular meetings to adopt extension resolutions within that time frame, the agency has two potential options:

- Hold a special “AB 361” remote meeting within the 30-day window simply to re-authorize the AB 361 exceptions.
- Allow the initial resolution or extension resolution to lapse and approve a new initial resolution at the next agency meeting, subject to the same substantive and procedural requirements as the first.

It should be noted it is not entirely clear from the text of the statute that an agency may simply adopt a new initial resolution after failing to adopt an extension resolution within 30 days, and still take advantage of the retroactive application of the modified teleconference rules for that meeting. For a number of practical reasons, including the variability of active COVID-19 cases and the development of new state or local recommendations and orders, it might become necessary to do so. A conservative approach, and the one we recommend, would be to avoid lapses by holding a special meeting every 30 days to reauthorize the modified teleconference rules.

Once AB 361 authorization lapses, the normal Brown Act rules will apply and an agency seeking to hold a teleconference meeting will once again be required to post agendas and provide public access at each remote location, identify those locations in the agenda, and maintain a quorum of the board within agency boundaries. If a meeting is not held in conformity with AB 361, board members may not teleconference from their residences or other locations which are not open and accessible to the public.

CLARIFICATION ON IMPLEMENTATION DATE:

Upon its signing on September 16, 2021, AB 361 became effective immediately. However, on September 20, 2021, the Governor issued Executive Order N-15-21, clarifying that the changes in AB 361 shall be suspended until October 1, 2021, when the modified Brown Act provisions under Executive Order N-08-21 are set to expire.

CONCLUSION:

AB 361 provides relief to many agencies that have grown accustomed to the modified Brown Act teleconference rules under the emergency executive orders, though the 30-day authorization window could require agencies to hold more special meetings. Without the AB 361 exceptions, agencies will be obligated to return to normal in-person meetings or provide public access at each remote location under the traditional teleconference rules, starting October 1, 2021.

TITLE: AB 361

RECOMMENDATION:

Staff recommends the Board review and consider adoption of Resolution No. 2022-10-01

ATTACHMENTS:

1. Resolution No. 2022-10-01

STAFF RESPONSIBLE FOR REPORT:



Kevin L. King, General Manager

Date: 10/07/2022



RECLAMATION DISTRICT NO. 1000
RESOLUTION NO. 2022-10-01

**A RESOLUTION OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT NO. 1000
PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE COVID-19 STATE OF
EMERGENCY, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF RECLAMATION
DISTRICT NO. 1000 PURSUANT TO THE RALPH M. BROWN ACT.**

At a regular meeting of the Board of Trustees of Reclamation District No. 1000 held at the District Office on the 14th day of October 2022, the following resolution was approved and adopted:

WHEREAS, Reclamation District No. 1000 (District) is committed to preserving and nurturing public access and participation in meetings of the Board of Trustees; and

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

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

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

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

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

WHEREAS, the Board of Trustees previously adopted a Resolution, number 2022-09-01 on September 9, 2022, finding that the requisite conditions exist for the District to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, such conditions persist in the District, specifically, on March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency to exist in California due to the threat of COVID-

19; despite sustained efforts, the virus continues to spread and has impacted nearly all sectors of California; and

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

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

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

NOW, THEREFORE BE IT RESOLVED THAT:

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

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

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

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

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) November 14, 2022, or such time the Board of Trustees adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

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 14th day of October 2022, by the following vote, to wit:

AYES: Trustees:

NOES: Trustees:

ABSTAIN: Trustees:

RECUSE: Trustees:

ABSENT: Trustees:

Thomas M. Gilbert
President, Board of Trustees
Reclamation District No. 1000

CERTIFICATION:

I, Joleen Gutierrez, Secretary of Reclamation District No. 1000, hereby certify that the foregoing Resolution 2022-10-01 was duly adopted by the Board of Trustees of Reclamation District No. 1000 at the regular meeting held on the 14th day of October 2022 and made a part of the minutes thereof.

Joleen Gutierrez, District Secretary



RECLAMATION DISTRICT 1000

DATE: OCTOBER 14, 2022

AGENDA ITEM NO. 5.6

TITLE: Authorization to Execute Funding Agreement

SUBJECT: Review and Consider Adoption of Resolution No. 2022-10-02 Authorizing General Manager to Execute Funding Agreement with State of California Department of Water Resources – Flood Maintenance Assistance Program

EXECUTIVE SUMMARY:

Reclamation District 1000 (District; RD 1000) will submit a grant application to the California Department of Water Resources (DWR) under the Flood Maintenance Assistance Program (FMAP) prior to October 31, 2022. The FMAP program provides State funds for eligible maintenance activities to Local Maintaining Agencies, like RD 1000. The program was started to help ensure that State Plan of Flood Control facilities are properly maintained and have sufficient resources, including funding, to meet applicable federal regulations and Operation and Maintenance (O&M) manual requirements.

Staff recommends the Board review and consider adoption of Resolution No. 2022-10-02 Authorizing the General Manager to Execute Funding Agreement with State of California Department of Water Resources – Flood Maintenance Assistance Program.

RECOMMENDATION:

Staff recommends the Board review and consider adoption of Resolution No. 2022-10-02 Authorizing the General Manager to Execute Funding Agreement with State of California Department of Water Resources – Flood Maintenance Assistance Program 2022/2023.

FINANCIAL IMPACT:

Up to \$425,000 in grant revenue in Fiscal Year 2022/2023.

ATTACHMENTS:

1. Resolution No. 2022-10-02: Authorizing the General Manager to Execute Funding Agreement with State of California Department of Water Resources – Flood Maintenance Assistance Program 2022/2023.

STAFF RESPONSIBLE FOR REPORT:



Kevin L. King, General Manager

Date: 10/07/2022



RECLAMATION DISTRICT NO. 1000
RESOLUTION NO. 2022-10-02

**A RESOLUTION OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT NO. 1000
AUTHORIZING THE GENERAL MANAGER TO EXECUTE FUNDING AGREEMENT
WITH STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES –
FLOOD MAINTENANCE ASSISTANCE PROGRAM 2022/2023**

At a regular meeting of the Board of Trustees of Reclamation District No. 1000 held at the District Office on the 14th day of October 2022, the following resolution was approved and adopted:

WHEREAS, the Board of Trustees (“Board”) of Reclamation District No. 1000 (“District”) is a reclamation district created by act of the legislature of the State of California, approved April 8, 1911; and,

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

WHEREAS, the District has a progressive history of providing flood protection and maintaining the District’s levee system; and,

WHEREAS, the District has identified certain maintenance needs that further the goals and objectives of the District; and,

WHEREAS, the District has applied for California Department of Water Resources (“DWR”) Flood Maintenance Assistance Program funds under Budget Act of 2018 (Stats. 2018, Ch. 29, Item 3860-001-0001); and,

WHEREAS, the Board desires to authorize the District General Manager to execute a Funding Agreement and any amendments thereto with DWR for the 2022/2023 Flood Maintenance Assistance Program; and,

WHEREAS, the District acknowledges that it must submit a new operations, maintenance, repair, rehabilitation, and replacement agreement with the Central Valley Flood Protection Board prior to the receipt of Flood Maintenance Assistance Program funds and desires to authorize the General Manager to execute said agreement.

NOW THEREFORE BE IT RESOLVED THAT: the Board of Trustees of Reclamation District No. 1000 hereby authorize the General Manager to execute a Funding Agreement with the California Department of Water Resources and to sign requests for disbursements to be made under this funding agreement and accept funds pursuant, and subject to all of the terms and provisions of the Safe Drinking Water, water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, and Disaster Preparedness and Flood Prevention Bond Act of 2006.

BE IT FURTHER RESOLVED THAT: the Board of Trustees of Reclamation District No. 1000 hereby authorize the General Manager to prepare the necessary data, make investigations, and

take other such actions as necessary and appropriate to obtain funding for the 2022/2023 Flood Maintenance Assistance Program.

BE IT FURTHER RESOLVED THAT: the Board of Trustees of Reclamation District No. 1000 hereby authorize and directs the General Manager to execute an operation, maintenance, repair, rehabilitation, and replacement agreement with the Department of Water Resources, or successor thereto.

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 14th day of October 2022, by the following vote, to wit:

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

Thomas M. Gilbert
President, Board of Trustees
Reclamation District No. 1000

CERTIFICATION:

I, Joleen Gutierrez, Secretary of Reclamation District No. 1000, hereby certify that the foregoing Resolution 2022-10-02 was duly adopted by the Board of Trustees of Reclamation District No. 1000 at the regular meeting held on the 14th of October 2022 and made a part of the minutes thereof.

Joleen Gutierrez, District Secretary



RECLAMATION DISTRICT 1000

DATE: OCTOBER 14, 2022

AGENDA ITEM NO. 6.1

TITLE: Insurance Renewal

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

EXECUTIVE SUMMARY:

Reclamation District No. 1000 (RD1000) is required to annually renew its property, auto, and liability insurance. The District previously selected Water Plus, a policy offered under Allied Public Risk, LLC (Community Insurance Services) and one of the few insurers offering inverse condemnation coverage which the District is obligated to carry.

During our 2022 renewal process staff was informed that our current insurance carrier Water Plus, due to rising rates and various other factors such as California Department of Insurance approval backlog, is unable to offer a renewal policy for our upcoming term. In its place, Allied Public Risk is offering one renewal option under the Joint Powers Risk and Insurance Management Authority (JPRIMA). The District is dependent on JPRIMA as its only renewal option. (See Attachment 1)

JPRIMA is unlike “traditional” insurance programs as it is approved by the State Legislature and not the Department of Insurance. It is set up for the California Association of Mutual Water Companies (Cal-Mutuals) for its members. It is a pooling arrangement where members pay premiums (called contributions) with the purposes of paying losses for first and third-party claims and the administrative costs associated with the pool. The coverage under JPRIMA is identical to Water Plus with some enhancements.

JPRIMA is 100% reinsured with no joint & several liability, no financial liability, and no assessments to its members. 100% of the risk is assumed by the underwriting insurer (American family) who has an AXV (Excellent) financial rating from AM Best. There are currently over 300 Cal Mutual members enrolled and notably The San Diego County Water Authority and West Sacramento Area Flood Control Agency are covered under JPRIMA.

The common JPRIMA anniversary date is April 1, thus the renewal being offered will run October 15, 2022 to April 1, 2023. Subsequent renewals will run April to April. The offered annual premium fee is \$155,556, administration fees are \$15,656 for a total of \$171,212. There is a 13.5% year over year increase when compared to our expiring term which remains consistent with policy renewals over the past few years. The District should expect comparative or possibly higher increases in the future.

TITLE: INSURANCE RENEWAL

Requirement to Join Cal Mutuals

Because JPRIMA is set up for its members, the District would be required to apply and maintain a Cal Mutuals membership for three years. The dues are nominal. (See attachments 2, 3, and 4)

RECOMMENDATION:

Staff recommends the Board review and consider authorizing the General Manager to execute the District's annual insurance renewal for liability and property insurance services with Allied Public Risk.

FINANCIAL IMPACT:

\$171,212 (annual) \$79,120 (prorated October 15, 2022 – April 1, 2023)

ATTACHMENTS:

1. JPRIMA Insurance Proposal (Allied Public Risk, LLC)
2. Cal Mutuals Membership Application
3. JPRIMA Member Agreement
4. Member Agreement to Join JPRIMA

STAFF RESPONSIBLE FOR REPORT:



Joleen Gutierrez, Administrative Services Manager

Date: 10/06/2022



Kevin L. King, General Manager

Date: 10/07/2022



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

**COVERAGE PROPOSAL
Reclamation District 1000**

**COVERAGE PERIOD
10/15/2022 - 4/1/2023**

**PRESENTED BY:
PCF Insurance Services of the West LLC dba Stratton Agency**



**Insurance Administrator
www.alliedpublicrisk.com
Allied Community Insurance Services, LLC
CA License Number: 0L01269
National Producer Number: 17536322**



PREMIUM SUMMARY

NOTE: This proposal is prepared from information supplied to us on the application submitted by you or insurance broker. It may or may not contain all terms requested on the application. Coverage is provided by the JPRIMA Memorandum of Coverage (MOC) and subject to its terms, exclusions, conditions and limitations. 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).

PAGE	COVERAGE SECTION		PREMIUM
3-7	SECTION 1. PROPERTY (Property, Equipment Breakdown & Mobile Equipment, if offered in the section)	\$	22,100.00
8	SECTION 2. COMMERCIAL CRIME	\$	483.00
9-10	SECTION 3. COMMERCIAL GENERAL LIABILITY	\$	14,411.00
11	SECTION 4. PUBLIC OFFICIALS & MANAGEMENT LIABILITY (Wrongful Acts, Employment Practices & Employee Benefits, Privacy and Network Risk, if offered in the section)	\$	2,892.00
12	SECTION 5. BUSINESS AUTO	\$	20,151.00
13	SECTION 6. COMMERCIAL EXCESS LIABILITY	\$	11,797.00
MEMBER CONTRIBUTION		\$	71,834.00
JPRIMA ADMINISTRATION FEES		\$	7,286.00
TOTAL AMOUNT DUE*		\$	79,120.00
*Payment is due within thirty (30) days of binding.			

NOTES:

The JPRIMA MOC has a common anniversary date of April 1, 2022.

Your proposal is being pro-rated from your current effective date to April 1, 2023.

Annual Contribution: \$155,556 + \$15,656 (Fees) = \$171,212.

Terrorism coverage is automatically included for Property and General Liability.

COVERAGE PROPOSAL FOR MEMBER: Reclamation District 1000
EFFECTIVE DATE: 10/15/2022 - 4/1/2023
DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.

The MOC may contain limits, exclusions, and limitations that are not detailed in this proposal.



SECTION 1. PROPERTY*

***PROPERTY IS INCLUDED IN THE PROPOSAL: Yes**

ISSUER:

- California Association of Mutual Water Companies
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

REINSURER:

- A XV (Excellent) A.M. Best Rating
- A-Strong Standard & Poor's Rating

FORM:

- Proprietary & Integrated

LIMITS:

Blanket Property: (Real Property & Business Personal Property)	\$21,658,862
Blanket Coverage Extension: A separate blanket limit that applies to the following coverages: Business Income, Extended Business Income, Commandeered Property, Civil Authority, Extra Expense, Tenant Leasehold Interest, Electronic Data, Preservation of Property.	\$2,000,000
Equipment Breakdown / Boiler & Machinery:	Included
Mobile Equipment (scheduled):	\$2,492,195
Mobile Equipment (unscheduled, maximum \$10,000 any one item):	\$25,000
Mobile Equipment (borrowed, rented & leased):	\$100,000
Flood Zone X(unshaded)/C:	N/A

DEDUCTIBLES:

\$1,000	Property
\$1,000	Mobile Equipment
N/A	Unmanned Aircraft (Drone)
\$1,000	Equipment Breakdown (aboveground & less than 50 feet belowground)
\$2,500	Equipment Breakdown (greater than 50 feet belowground)
N/A	Flood Zone X(unshaded)/C (per occurrence)

COVERAGE HIGHLIGHTS:

- Blanket Property Limits & Blanket Coverage Extension Limits
- No Coinsurance
- Equipment Breakdown
- Broad Definition of Covered Property
- Proprietary Coverage Extensions

VALUATION:

- Replacement Cost: Real Property & Business Personal Property
- Actual Cash Value: Mobile Equipment
- Actual Loss Sustained: Loss of Income & Expenses
- Market Price: Fine Arts

KEY EXCLUSIONS:

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

COVERAGE PROPOSAL FOR MEMBER: Reclamation District 1000

EFFECTIVE DATE: 10/15/2022 - 4/1/2023

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.

SPECIAL COVERAGES:

- **New Locations or Newly Constructed Property:**
Pays up to \$1,000,000 for your new real property while being built on or off described premises as well as real property you acquire, lease or operate at locations other than the described premises; and business personal property located at new premises.
- **Utility Services – Direct Damage, Business Income & Expense:**
Pays up to \$250,000 for covered property damaged by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss and does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. Separate limits apply to Direct Damage and Business Income/Expense.
- **Pollution Remediation Expenses:**
Pays up to \$100,000 or \$250,000 for remediation expenses resulting from a Covered Causes of Loss or Specified Cause of Loss occurring during the coverage 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. Specified Cause of Loss means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow; ice or sleet; water damage; and equipment breakdown.
- **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.
- **Contract Penalties:**
Pays up to \$100,000 for contract penalties you are required to pay due to your failure to deliver your product according to contract terms solely as a result of direct physical loss or damage by a Covered Cause of Loss to Covered Property.
- **Contamination:**
Pays up to \$250,000 for loss or damage to covered property because of contamination as a result of a Covered Cause of Loss. Contamination means direct damage to real property and business personal property caused by contact or mixture with ammonia, chlorine, or any chemical used in the water and / or wastewater treatment process.
- **Property In Transit:**
Pays up to \$100,000 for direct physical loss or damage to covered property while in transit more than 1000 feet from the described premises. Shipments by mail must be registered for covered to apply. Electronic data processing property and fine arts are excluded.
- **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.

KEY DEFINITIONS

■ **Real Property:**

The buildings, items or structures described in the Declarations that you own or that you have leased or rented from others in which you have an insurable interest. This includes:

- Aboveground piping;
- Aboveground and belowground penstock; but only if such penstock is scheduled in the policy;
- (If not covered by other insurance): Additions under construction, alterations and repairs to the “real property” or structure, material, equipment supplies and temporary structures on or within 100 feet of the described premises, used for making additions, alterations or repairs to the “real property” or structure;
- Buildings;
- Business personal property owned by you that is used to maintain or service the real property or structure or its premises, including fire-extinguishing equipment; outdoor furniture, floor coverings and appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- 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;
- Fixtures, including outdoor fixtures;
- Glass which is part of a building or structure;
- Light standards;
- Paved surfaces such as sidewalks, patios or parking lots;
- Permanently installed machinery and equipment;
- Permanent storage tanks;
- Solar panels;
- Submersible pumps, pump motors and engines;
- Underground piping located on or within 100 feet of premises described in the Declarations;
- Underground vaults and machinery.

■ **Business Personal Property:**

The property you own that is used in your business including:

- Furniture and fixtures;
- Machinery and equipment;
- Computer equipment;
- Communication equipment;
- Labor materials or services furnished or arranged by you on personal property of others;
- Stock;
- Your use interest as tenant in improvements and betterments.
- Leased personal property for which you have a contractual responsibility to insure.

■ **Pollution Conditions:**

The discharge, dispersal, release, seepage, migration, or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, minerals, chemical elements and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

KEY DEFINITIONS *(continued)*

■ **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 statutes, or any subsequent amendments thereof enacted to address pollution conditions; and (2) a legally executed state voluntary program governing the cleanup of "pollution conditions."

■ **Outdoor Property:**

Fixed or permanent structures that are outside covered real property including but not limited to:

- Historical markers or flagpoles;
- Sirens, antennas, towers, satellite dishes, or similar structures and their associated equipment or structures;
- Exterior signs not located at a premises;
- Fences or retaining walls;
- Storage sheds, garages, pavilions or other similar buildings or structures not located at a premises; or
- Dumpsters, concrete trash containers, or permanent recycling bins;

■ **Equipment Breakdown:**

Direct damage to mechanical, electrical or pressure systems as follows:

- Mechanical breakdown including rupture or bursting caused by centrifugal force;
- Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances or wires;
- Explosion of steam boilers, steam piping, steam engines or steam turbines owned or leased by you, or operated under your control;
- Loss or damage to steam boilers, steam pipes, steam engines or steam turbines; or
- Loss or damage to hot water boilers or other water heating equipment;
- If covered electrical equipment requires drying out as a result of a flood, we will pay for the direct expenses for such drying out.
- None of the following are covered objects as respects to equipment breakdown:
 - a. Insulating or refractory material;
 - b. Buried vessel or piping;
 - c. Sewer piping, piping forming a part of a fire protection system or water piping other than:
 - (1) Feed water piping between any boiler and its feed pump or injector;
 - (2) Boiler condensate return piping; or
 - (3) Water piping forming a part of refrigerating and air conditioning vessels and piping used for cooling, humidifying or space heating purposes;
 - d. Structure, foundation, cabinet or compartment containing the object;
 - e. Power shovel, dragline, excavator, vehicle, aircraft, floating vessel or structure, penstock, draft tube or well-casing;
 - f. Conveyor, crane, elevator, escalator or hoist, but not excluding any electrical machine or electrical apparatus mounted on or used with this equipment; and
 - g. Felt, wire, screen, die, extrusion, late, swing hammer, grinding disc, cutting blade, cable chain, belt, rope, clutch late, brake pad, non-metallic part or any part or tool subject to frequent, periodic replacement.



PROPERTY SUBLIMITS:

Coverage	Limit
Accounts Receivable	\$500,000
Valuable Papers and Records	\$500,000
Tools and Equipment Owned by Your Employees	\$5,000
Personal Effects and Property of Others	\$5,000
Fine Arts	\$25,000
Contamination	\$250,000
Indoor and Outdoor Signs (unscheduled)	\$50,000
Outdoor Property (unscheduled)	\$100,000
New Locations or Newly Constructed Property	\$1,000,000
Business Personal Property at New Locations	\$1,000,000
Backup/Overflow of Water from Sewer, Drain, Sump	\$250,000
Utility Services - Direct Damage	\$250,000
Utility Services – Business Income and Extra Expense	\$250,000
Dependent Business Premises	\$250,000
Property at Other Locations	\$250,000
Pollution Remediation Expense (specified cause of loss)	\$250,000
Pollution Remediation Expense (covered cause of loss)	\$100,000
Contract Penalties	\$100,000
SCADA Upgrades	\$100,000
Property in Transit	\$100,000
Limited Coverage for “Fungus”, Wet Rot or Dry Rot	\$50,000
Fire Department Service Charge	\$25,000
Fire Protection Devices	\$25,000
Key and Lock Replacement Expenses	\$25,000
Trees, Shrubs & Plants (maximum \$1,000 any one item)	\$25,000
Arson Reward	\$10,000
Rental Reimbursement – Mobile Equipment	\$10,000
Cost of Inventory or Adjustment	\$5,000
Non-Owned Detached Trailers	\$5,000
Water Contamination Notification Expense	\$5,000
Patterns, Dies, Molds, Forms	\$2,500
Debris Removal	25% of debris removal expense + \$250K
Ordinance or Law Provision	100% of scheduled limit plus 25%

NOTES:

Contribution is calculated from attached property schedule; review property schedule for coverage and limit adequacy.

Flood and Earthquake coverages are excluded.

COVERAGE PROPOSAL FOR MEMBER: Reclamation District 1000

EFFECTIVE DATE: 10/15/2022 - 4/1/2023

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.

The MOC may contain limits, exclusions, and limitations that are not detailed in this proposal.



SECTION 2. COMMERCIAL CRIME*

***COMMERCIAL CRIME IS INCLUDED IN THE PROPOSAL: Yes**

ISSUER:

- California Association of Mutual Water Companies
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

REINSURER:

- A XV (Excellent) A.M. Best Rating
- A-Strong Standard & Poor's Rating

FORM:

- Proprietary & Integrated

RATING BASIS:

- On file with underwriter
- Non auditable

LIMITS:

EMPLOYEE THEFT	FORGERY OR ALTERATION	INSIDE THE PREMISES Theft of Money and Securities	INSIDE THE PREMISES Robbery or Safe Burglary or Other Property	OUTSIDE THE PREMISES	COMPUTER FRAUD	FUNDS TRANSFER FRAUD	MONEY ORDERS & COUNTERFEIT PAPER CURRENCY
\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000

DEDUCTIBLE:

\$1,000 each claim

DESIGNATED EMPLOYEE BENEFIT PLAN(S):

COVERAGE HIGHLIGHTS:

- Separate Limits Apply to Each Coverage
- Coverage Extended to Directors and Authorized Volunteers
- Faithful Performance

NOTES:

COVERAGE PROPOSAL FOR MEMBER: Reclamation District 1000
EFFECTIVE DATE: 10/15/2022 - 4/1/2023
DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.

The MOC may contain limits, exclusions, and limitations that are not detailed in this proposal.



SECTION 3. GENERAL LIABILITY*

***GENERAL LIABILITY IS INCLUDED IN THE PROPOSAL: Yes**

ISSUER:

- California Association of Mutual Water Companies
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

REINSURER:

- A XV (Excellent) A.M. Best Rating
- A-Strong Standard & Poor's Rating

FORM:

- Occurrence
- Defense Costs Outside the Limit
- Proprietary & Integrated

RATING BASIS:

- On file with underwriter
- Non auditable

LIMITS:

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

DEDUCTIBLE:

N/A

COVERAGE HIGHLIGHTS:

- Duty to Defend
- Broad Definition of Enrolled Named Member
- Blanket Additional Enrolled Named Member
- Water & Wastewater Testing Errors & Omissions
- Expanded Pollution Liability
- Failure to Supply (no ISO limitation)
- Lead (potable water)
- Waterborne Asbestos (potable water)
- Product Recall
- Impaired Property
- Fungi & Bacteria

OPTIONAL COVERAGE(S):

Dam, Levee & Dike Structural Failure
Inverse Condemnation

COVERAGE PROPOSAL FOR MEMBER: Reclamation District 1000

EFFECTIVE DATE: 10/15/2022 - 4/1/2023

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.

SPECIAL COVERAGES:

- **Water & Wastewater Testing Errors & Omissions:**
Coverage is provided for damages arising out of an act, error or omission which arises from your water or wastewater testing.
- **Failure To Supply:**
Coverage is provided for bodily injury or property damage arising out of the failure of any Enrolled Named Member to adequately supply water.
- **Waterborne Asbestos:**
Coverage is provided for bodily injury or property damage from waterborne asbestos arising out of potable water which is provided by you 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.
- **Pollution:**
Coverage is provided for bodily injury or property damage which occurs or takes place as a result of your operations and arises out of the following:
 - Potable water which you supply to others;
 - Chemicals you use in your water or wastewater treatment process;
 - 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 owned by or rented to or regularly occupied by you;
 - Your application of pesticide or herbicide chemicals if such application meets all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government;
 - Smoke drift from controlled or prescribed burning that has been authorized and permitted by an appropriate regulatory agency.
 - Fuels, lubricants or other operating fluids needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts
 - Escape or back-up of sewage or waste water from any sewage treatment facility or fixed conduit or piping that you own, operate, lease, control or for which you have the right of way, but only if property damage occurs away from land you own or lease.
 - Sudden and accidental events that are neither expected nor intended by an Enrolled Named Member. However, no coverage is provided under this exception for petroleum underground storage tanks.
- **Damage to Impaired Property or Property Not Physically Injured**
Coverage is provided for bodily injury or property damage arising from your potable water, nonpotable water, or wastewater as well as any loss of use of other property arising out of sudden and accidental physical injury to “your product” or “your work” after it has been put to its intended use.
- **Fungi or Bacteria**
Coverage is provided for bodily injury or property damage arising from any “fungi” or bacteria that are, are on, or are contained in a good or product intended for consumption; or to any injury or damage arising out of or caused by your water, irrigation, or wastewater intake, outtake, reclamation, treatment and distribution processes.
- **Recall of Products, Work or Impaired Property**
Coverage applies to any injury or damage arising out of or caused by your potable water, nonpotable water, or wastewater for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of: “Your product”; “Your work”; or “Impaired property”; if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

NOTES:

Coverage in relation to the leasing of property for Fire Station #3 to the City of Sacramento is subject to review and approval of a favorable contact in place between RD 1000 and the City of Sacramento.



SECTION 4. PUBLIC OFFICIALS & MANAGEMENT LIABILITY*

***PUBLIC OFFICIALS & MANAGEMENT LIABILITY IS INCLUDED IN THE PROPOSAL: Yes**

ISSUER:

- California Association of Mutual Water Companies
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

REINSURER:

- A XV (Excellent) A.M. Best Rating
- A-Strong Standard & Poor's Rating

FORM:

- Proprietary & Integrated
- Occurrence
- Defense Costs Outside the Limits of Liability

RATING BASIS:

- On file with underwriter
- Non auditable

LIMITS:

Wrongful Acts	\$1,000,000 per act
Employment Practices (including third party discrimination)	\$1,000,000 per offense
Employee Benefit Plans	\$1,000,000 per act
Injunctive Relief	\$5,000 per act
	\$10,000,000 aggregate limit

PRIVACY LIABILITY AND NETWORK RISK¹:

Privacy & Network Security Wrongful Acts (Coverage A Only)	\$1,000,000 per act
---	----------------------------

¹Coverage provided for Privacy Liability & Network Risk Coverage is issued on a claims made basis with defense inside the limit of liability. Coverage is limited only to the Primary policy. Privacy Retroactive Date: 10/15/2018. Privacy Deductible: \$1,000.

*\$1,000,000 maximum annual aggregate applies per Enrolled Named Member, with a \$2,000,000 coverage form aggregate applicable to all participating Enrolled Named Members.

OPTIONAL COVERAGE(S):

Inverse Condemnation

RETROACTIVE DATE:

N/A

DEDUCTIBLE:

\$1,000 Each Wrongful Act or Offense including expenses

EPL DEDUCTIBLE:

\$1,000 Each Offense including expenses

COVERAGE HIGHLIGHTS:

- Duty To Defend
- Broad Definition of Enrolled Named Member including Past and Future Employees
- Outside Directorship

NOTES:

COVERAGE PROPOSAL FOR MEMBER: Reclamation District 1000

EFFECTIVE DATE: 10/15/2022 - 4/1/2023

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.



SECTION 5. BUSINESS AUTO*

***BUSINESS AUTO IS INCLUDED IN THE PROPOSAL: Yes**

ISSUER:

- California Association of Mutual Water Companies
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

REINSURER:

- A XV (Excellent) A.M. Best Rating
- A-Strong Standard & Poor’s Rating

FORM:

- ISO Business Auto
- Proprietary Endorsements

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
Owned Physical Damage – Comprehensive	2	ACV
Owned Physical Damage – Collision	2	ACV
Fleet Automatic		Included

DEDUCTIBLE:

Liability: None
Comprehensive: \$500
Collision: \$500

POLICY HIGHLIGHTS:

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

NOTES:

Please refer to the auto worksheet provided for per unit coverage information.



SECTION 6. EXCESS LIABILITY*

***EXCESS LIABILITY IS INCLUDED IN THE PROPOSAL: Yes**

ISSUER:

- California Association of Mutual Water Companies
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

REINSURER:

- A XV (Excellent) A.M. Best Rating
- A-Strong Standard & Poor's Rating

FORM:

- Following Form
- Proprietary

LIMITS:

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

SCHEDULED UNDERLYING POLICIES:

Commercial General Liability -Yes
 Hired and Non-Owned Auto Liability - Yes
 Owned Auto Liability - Yes
 Public Officials & Management Liability - Yes
 Wrongful Acts -Yes
 Employment Practices - Yes
 Employee Benefit Plans - Yes
 Employers' Liability: *(minimum underlying limit requirement of \$500,000 / \$500,000 / \$500,000)* - Yes
 Other:

NOTABLE EXCLUSION:

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

NOTES:

Employers' Liability subject to JPRIMA minimum security requirements.
Please provide current WC declaration page for EL consideration in Excess line.
Excess Coverage for Inverse Condemnation is limited to the first \$5M of Excess.

APPLICATION FOR MEMBERSHIP



AGENDA ITEM 6.1
ATTACHMENT NO. 2

Section 1: Information

Applicant Name _____ Date _____

Company Name _____ Year Founded _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Email _____ Website _____

General Manager _____ Email _____

Board President or Chair _____ Email _____

of Connections _____ # of Wells _____ # of Homes Served _____ # of Businesses Served _____

Annual Revenues _____

May we use your company's name and logo on our website and publications: Yes No

Section 2: Select Dues Level (Please check one)

REGULAR MEMBERS (any duly created business entity operating in California as a mutual water company)

- TIER D: Annual revenues up to \$100,000 - **\$50/year**
- TIER C: Annual revenues \$100 K - \$1 M - **\$250/year**
- TIER B: Annual revenues \$1 M - \$4 M - **\$500/year**
- TIER A: Annual revenues over \$4 M - **\$1,000/year**

AFFILIATE MEMBERS (non-mutual water company water suppliers and non-potable drainage, reclamation, or conservation districts)

- Public Water Systems TIER D: Annual revenues up to \$100,000 - **\$50/year**
- Public Water Systems TIER C: Annual revenues \$100 K - \$1 M - **\$250/year**
- Public Water Systems TIER B: Annual revenues over \$1 M - **\$500/year**
- Non-Potable Districts - **\$100/year**

www.calmutuals.org

**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.

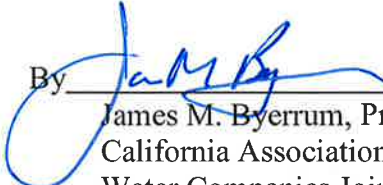
Article 31 -- Severability

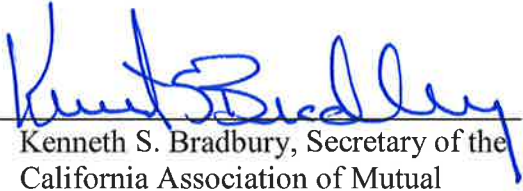
Should any part, term or provisions of this Agreement be determined by any court of component jurisdiction to be illegal or in conflict with any law of the State of California or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected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

**AGREEMENT TO BECOME A PARTY TO THE
AMENDED JOINT POWERS AGREEMENT
CREATING THE
CALIFORNIA ASSOCIATION OF MUTUAL WATER COMPANIES
JOINT POWERS RISK AND INSURANCE MANAGEMENT AUTHORITY**

_____ [insert name of company or district]
(referred to as “Member”) hereby agrees to become a party to the Amended Joint Powers Agreement Creating the California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority (the “Authority”), in the form attached hereto as Exhibit A, and agrees to abide by the terms and conditions of that agreement.

Member hereby represents that its action to become a party to the above-referenced agreement and to participate in the Authority has been duly authorized by action of its governing board taken at a duly called and noticed meeting.

Executed this _____ day of _____, 201__ at
_____, California.

[Company or District name]

By _____

Printed Name: _____

Title: _____



RECLAMATION DISTRICT 1000

DATE: OCTOBER 14, 2022

AGENDA ITEM NO. 7.1.1

TITLE: Committee Meeting Minutes

SUBJECT: Committee Meeting Minutes since the September Board Meeting

EXECUTIVE SUMMARY:

Legal Committee Meeting – September 15, 2022

A meeting of the Reclamation District No. 1000 Legal Committee was held on Thursday, September 15, 2022, at 8:00 a.m. via GoToMeeting and Conference Call. In attendance were Trustees Avdis, Gilbert and Barandas. Staff in attendance were General Manager King and General Counsel Smith and Shapiro. There were no members of the public present, therefore no public comments were received.

The Committee went in to Closed Session to discuss potential litigation (1 case). The Committee reconvened to open session with no reportable items.

With no further business on the Legal Committee Agenda, meeting adjourned at 9:01 a.m.

Legal Committee Meeting – September 29, 2022

A meeting of the Reclamation District No. 1000 Legal Committee was held on Thursday, September 29, 2022, at 8:00 a.m. via GoToMeeting and Conference Call. In attendance were Trustees Avdis, Gilbert and Barandas. Staff in attendance were General Manager King, Administrative Services Manager Gutierrez and General Counsel Smith and Shapiro. There were no members of the public present, therefore no public comments were received.

The Committee reviewed the annual insurance renewal and recommending placing the renewal on the Board's agenda for October 2022.

With no further business on the Legal Committee Agenda, meeting adjourned at 8:45 a.m.

Executive Committee Meeting – October 5, 2022

A meeting of the Reclamation District No. 1000 Executive Committee was held on Wednesday, October 5, 2022, at 8:00 a.m. via GoToMeeting and Conference Call. In attendance were Trustees Gilbert and Lee Reeder. Staff in attendance were General Manager King and General Counsel Smith. There were no members of the public present, therefore no public comments were received.

General Manager King presented the proposed agenda for the October 14, 2022, Board of Trustees meeting. The Committee reviewed the agenda and approved.

With no further business on the Executive Committee Agenda, meeting adjourned at 8:21 a.m.