



RESOLUTION NO. 2022-100
RESOLUTION NO. PFA-02
ORDINANCE NO. 2022-02

AGENDA

OUR MISSION

Protect, enhance, and develop Calaveras County's water resources and watersheds to provide safe, reliable, and cost-effective services to our communities.

Regular Board Meeting
Wednesday, September 28, 2022
1:00 p.m.

Calaveras County Water District
120 Toma Court
San Andreas, California 95249

Board Chambers are open to the public and the following alternative is available to members of the public who wish to participate in the meeting virtually:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 323-647-8603,,605388082#](#)

Phone Conference ID: 605 388 082#

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Administration Office at 209-754-3028. Notification in advance of the meeting will enable CCWD to make reasonable arrangements to ensure accessibility to this meeting. Any documents that are made available to the Board before or at the meeting, not privileged or otherwise protected from disclosure, and related to agenda items, will be made available at CCWD for review by the public.

ORDER OF BUSINESS

CALL TO ORDER / PLEDGE OF ALLEGIANCE

1. ROLL CALL

2. PUBLIC COMMENT

At this time, members of the public may address the Board on any non-agendized item. The public is encouraged to work through staff to place items on the agenda for Board consideration. No action can be taken on matters not listed on the agenda. Comments are limited to three minutes per person.

BOARD OF DIRECTORS

Cindy Secada, President
Bertha Underhill, Director

Scott Ratterman, Vice President
Russ Thomas, Director

Jeff Davidson, Director

3. CONSENT AGENDA

The following items are expected to be routine / non-controversial. Items will be acted upon by the Board at one time without discussion. Any Board member may request that any item be removed for later discussion.

- 3a Report on the Monthly Investment Transactions for August 2022
(Jeffrey Meyer, Director of Administrative Services)
- 3b Renewal of Lease Agreement with Courtright-Emerson Memorial Ball Park at White Pines Park in Arnold
(Rebecca Hitchcock, Clerk to the Board) **RES 2022-_____**
- 3c 2022 Biennial Review of the District’s Conflict of Interest Code Policy 5070
(Rebecca Hitchcock, Clerk to the Board)

4. NEW BUSINESS

- 4a Discussion/Action to Approve the Budgeted Lease to Own Purchase of a New Mechanics Truck for \$165,359,90 through Enterprise Fleet Management
(Damon Wyckoff, Director of Operations)
- 4b Update of CCWD Service Area Water Production
(Brad Arnold, Water Resources Manager)
- 4c Discussion/Action regarding Eastside GSA Adoption of Threfall Ranch Reservoir Project
(Brad Arnold, Water Resources Manager) **RES 2022-_____**
- 4d Discussion/Action regarding Rescinding Policy No. 6-Operational Assistance Policy
(Michael Minkler, General Manager) **RES 2022-_____**

5. OLD BUSINESS

No Old Business

6. REPORTS

- 6a* External Affairs Monthly Report
(Jessica Self, External Affairs Manager)
- 6b* General Manager’s Report
(Michael Minkler)

7.* BOARD REPORTS / INFORMATION / FUTURE AGENDA ITEMS

8. NEXT BOARD MEETINGS

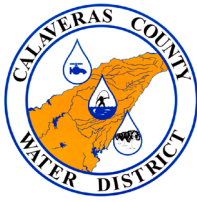
- Wednesday, October 12, 2022, 1:00 p.m., Regular Board Meeting
- Wednesday, October 26, 2022, 1:00 p.m., Regular Board Meeting

*No information included in packet

9. CLOSED SESSION

9a Conference with Legal Counsel – Potential Litigation
Government Code §54956.9(b)(1) – 2 cases

10. ADJOURNMENT



CALAVERAS COUNTY WATER DISTRICT

Board of Directors

District 1 Scott Ratterman
District 2 Cindy Secada
District 3 Bertha Underhill
District 4 Russ Thomas
District 5 Jeff Davidson

Financial Services

Umpqua Bank
US Bank
Wells Fargo Bank

CCWD Committees

*Engineering Committee
*Finance Committee
*Legal Affairs Committee

Joint Power Authorities

ACWA / JPIA
CCWD Public Financing Authority
Calaveras-Amador Mokelumne River Authority (CAMRA)
Calaveras Public Power Agency (CPPA)
Eastern San Joaquin Groundwater Authority
Tuolumne-Stanislaus Integrated Regional Water
Management Joint Powers Authority (T-Stan JPA)
Upper Mokelumne River Watershed Authority (UMRWA)

Other Regional Organizations of Note

Calaveras County Parks and Recreation
Committee
Highway 4 Corridor Working Group
Mountain Counties Water Resources
Association (MCWRA)
Mokelumne River Association (MRA)
Tuolumne-Stanislaus Integrated Regional Water
Mgt. JPA Watershed Advisory Committee (WAC)
Eastern San Joaquin Groundwater Authority-Technical
Advisory Committee

Legal Counsel

Matthew Weber, Esq.
Downey Brand, LLP

Auditor

Richardson & Company, LLP

Membership**

Thomas / Davidson (alt. Secada)
Underhill / Secada (alt. Thomas)
Davidson / Ratterman (alt. Thomas)

Ratterman (alt. Michael Minkler)
All Board Members
Ratterman / Underhill (alt. Secada)
Michael Minkler (Alt. Brad Arnold)
Thomas
Secada (alt. Thomas)
Davidson (alt. Ratterman)

Thomas (alt. Ratterman)

Thomas / Underhill
All Board Members

All Board Members
Brad Arnold

Brad Arnold

* Standing committees, meetings of which require agendas & public notice 72 hours in advance of meeting.

** The 1st name listed is the committee chairperson.

Agenda Item

DATE: September 28, 2022
TO: Board of Directors
FROM: Jeffrey Meyer, Director of Administrative Services
SUBJECT: Report on the Monthly Investment Transactions for August 31, 2022

RECOMMENDED ACTION:

For information only.

SUMMARY:

Per the District's Investment Policy, Staff will report the monthly investment activity for the preceding month. During August 2022 the following investment transactions occurred:

Chandler Asset Management Activity:	
Book Value at 07/31/2022	20,046,022.83
Security Purchases	499,210.00
Money Market Fund Purchases	514,970.14
Money Market Contributions	-
Money Market Fund Sales	(501,328.26)
Maturities	(500,000.00)
Money Market Fund Withdrawals	(1,752.81)
Amortization/Accretion	(4,623.08)
Book Value at 08/31/2022	20,052,498.82
Local Agency Investment Fund Activity:	
Balance at 07/31/2022	45,193,104.17
Withdrawals, Water/Sewer Fund, Operating Cash	(30,798,000.00)
Interest July - Sept	-
Balance at 08/31/2022	14,395,104.17

LAIF (Local Agency Investment Fund) daily interest rates are 0.99% as of 08/31/2022. The LAIF rate has remained relatively low, and the majority of available funds are being invested through Chandler Asset Management. The transfer of the withdrawal from LAIF to Chandler was completed on September 1, 2022.

**CALAVERAS COUNTY WATER DISTRICT
INVESTMENT ACTIVITY**

FOR THE MONTH ENDING August 31, 2022

INVESTMENT TRUSTEE/TYPE	MARKET VALUE	INVESTMENT COST				CM INTEREST AND DIVIDEND RECVD
		COST	PAR (PRINC)	CPN RATE	DATE INVST	
Local Agency Investment Fund	14,395,104.17	14,395,104.17	14,395,104.17	0.690%	ongoing	-
Chandler Asset Management	18,922,469.89	20,052,498.82	19,996,304.21	0.830%	ongoing	14,970.14
Totals	33,317,574.06	34,447,602.99	34,391,408.38			14,970.14

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Book Value at 07/31/2022	20,046,022.83
Security Purchases	499,210.00
Money Market Fund Purchases	514,970.14
Money Market Contributions	-
Money Market Fund Sales	(501,328.26)
Maturities	(500,000.00)
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Interest July - Sept	-
Balance at 08/31/2022	14,395,104.17

**CALAVERAS COUNTY WATER DISTRICT
CHANDLER ASSET MANAGEMENT
FOR THE MONTH ENDED August 31, 2022**

INVESTMENT TRUSTEE/TYPE	MARKET VALUE	INVESTMENT COST			Dividends Earned	Interest Earned	Net Income
		BOOK	PAR Value/Units	CPN RATE			
Asset Backed Security	1,007,127.73	1,044,935.81	1,045,000.00	0.81%		434.09	434.09
Agency Securities	2,275,637.60	2,407,383.39	2,400,000.00	0.36%		750.00	750.00
CMO	195,113.00	208,462.27	200,000.00	0.62%		445.00	445.00
Corporate Securities	4,122,451.15	4,337,758.62	4,290,000.00	1.22%		5,765.00	5,765.00
Money Market Fund (Cash)	41,304.21	41,304.21	41,304.21	1.73%	62.16		62.16
Negotiable CD	499,434.50	500,000.00	500,000.00	0.19%		1,013.89	1,013.89
Supernational Securities	1,037,353.70	1,121,011.55	1,120,000.00	0.65%		-	-
US Treasury	9,744,048.00	10,391,642.97	10,400,000.00	0.82%		6,500.00	6,500.00
Totals	18,922,469.89	20,052,498.82	19,996,304.21	0.83%	62.16	14,907.98	14,970.14

Agenda Item

DATE: September 28, 2022

TO: Michael Minkler, General Manager

FROM: Rebecca Hitchcock, Clerk to the Board

SUBJECT: Renewal of the Lease Agreement for the Courtright/Emerson Memorial Ballpark at White Pines

RECOMMENDED ACTION:

Motion: _____ / _____ adopting Resolution No. 2022 - ____ Renewing the Lease Agreement between the District and Courtright/Emerson Ballpark.

SUMMARY:

On October 14, 2009, the Board approved a lease agreement regarding the Courtright-Emerson Memorial Ballpark that began May 1, 2010. The term of this lease was for 10 years and may be extended by mutual consent of all parties. The lease was not extended in 2020 due to the COVID-19 restrictions. The Courtright-Emerson Memorial Foundation would like to extend the lease for another 10-year term. All terms of the original lease remain the same.

The previous lease was a third-party lease between CCWD, Calaveras County, and Courtright-Emerson Memorial Ballpark. The new lease is now direct between CCWD and Courtright-Emerson Memorial Ballpark

FINANCIAL CONSIDERATIONS:

The annual rent of this lease shall be \$450.00 for the first year. The annual rent will be increased by \$10.00 each year during the term of the lease.

Attachments: Resolution No. 2022-__ Adopting Lease Agreement Regarding Courtright-Emerson Memorial Ballpark Lease Agreement

RESOLUTION NO. 2022-

**ADOPTION OF LEASE AGREEMENT REGARDING BETWEEN
COURTRIGHT- EMERSON MEMORIAL BALLPARK
AND THE
CALAVERAS COUNTY WATER DISTRICT**

WHEREAS, the Calaveras County Water District (CCWD) owns property designated as APN 025-044-038 which includes, as part of a larger parcel of land a portion designated as the Courtright-Emerson Memorial Ballpark, located north of White Pines Lake near the community of Arnold; and

WHEREAS, CCWD has, since 2002 leased a portion of APN 025-044-038, to wit N 88° 21' 40" E; S 28° 42' 15", S 29° 05' 40" E, N80° 6' 402" E, of said property, to the Courtright-Emerson Memorial Ballpark Committee, a not-for-profit group interested in the promotion of recreational activities including, but not limited to, baseball; and

WHEREAS, the Courtright-Emerson Memorial Ballpark Committee, the current Lessee, has leased the ballpark property since 2002 and would like to extend the lease for the property for an additional ten years; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of CALAVERAS COUNTY WATER DISTRICT does hereby authorize the execution of a revised Lease Agreement with Courtright-Emerson Memorial Ballpark with regard to the operation of a ballpark per the terms and conditions set forth in the Lease Agreement, attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, that the Lease Agreement supersedes and terminates any and all prior Lease Agreements.

BE IT FURTHER RESOLVED, that the General Manager is authorized to execute said Lease Agreement with Courtright-Emerson Memorial Ballpark.

PASSED AND ADOPTED this 28th day of September 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CALAVERAS COUNTY WATER DISTRICT

Cindy Secada, President
Board of Directors

ATTEST:

Rebecca Hitchcock
Clerk to the Board

PROPERTY LEASE FOR THE USE OF
CALAVERAS COUNTY WATER DISTRICT PROPERTY
FOR THE
COURTRIGHT-EMERSON BALLPARK
NORTH OF WHITE PINES LAKE, ARNOLD, CA

THIS LEASE made and entered into this 1st day of _____ (the "*Commencement Date*") by and between CALAVERAS COUNTY WATER DISTRICT hereinafter called LESSOR, and Courtwright-Emerson LESSEE hereinafter called LESSEE. LESSOR leases to LESSEE and LESSEE hires from LESSOR the PREMISES hereinafter described.

IT IS AGREED AS FOLLOWS:

1. LEASE.

LESSOR owns real property designated as a portion of APN 025-004-038 (to wit located in the NW corner of said parcel, N 88° 21' 40" E; S 28° 42' 15", S 29° 05' 40" E, N80° 6' 40" E, as shown in *EXHIBIT A* (CCWD drawing B-0054, Sheet 1 of 2), attached hereto and made a part hereof. LESSOR is a public agency dedicated to protecting, enhancing and developing the county's water resources to the highest beneficial uses, while maintaining cost-conscious, reliable service and quality of life through responsible management. A portion of the real property described in *EXHIBIT A* will be leased to LESSEE for the operation of a ballpark and foot-type recreational facility for activities such as baseball, football, soccer, and softball under the terms and conditions contained within this lease agreement. That portion of the real property subject to this Lease is outlined on *EXHIBIT A*, and hereinafter is referred to as "PREMISES". This lease does not include White Pines Park, White Pines Lake, the Moose Lodge, the Logging Museum, or any other nearby operation under separate leases with the District.

2. TERM.

The term of this Lease shall begin on the *Commencement Date* and shall be for a period of ten (10) years, subject to earlier termination as provided herein. If LESSEE (directly or through any transferee or other successor-in-interest of LESSEE) remains in possession of the PREMISES after the expiration or termination of this Lease, LESSEE'S continued possession shall be on the basis of a tenancy at the sufferance of LESSOR. Acceptance by LESSOR of rent after such termination shall not constitute a renewal of this Lease and nothing contained in this provision shall be deemed to waive LESSOR'S right of re-entry or any other right hereunder or at law.

LESSEE shall indemnify, defend and hold LESSOR harmless from and against all claims, costs, and losses arising or resulting directly or indirectly from LESSEE'S failure to timely surrender the PREMISES.

3. USE OF PREMISES.

- A. LESSEE shall have the right to use the PREMISES only for recreational purposes outlined in Article 1., above, and for uses associated therewith; provided, however, in no event shall the

PREMISES be used for any purpose or use (nor shall any activity be carried on upon the Premises) which in any manner causes, creates or results in a public or private nuisance or which violates an applicable law. LESSEE anticipates that the following uses may be established on the PREMISES:

- Baseball

- Football,

- Soccer

- Softball

- Other such recreational activities that may be appropriately undertaken on a ballpark.

- Toddler playground

- Parking for participants and guests.

- B. For the protection of the PREMISES from vandalism and destruction, the following uses are, without limitation, expressly prohibited on the Premises: motorized vehicle use for sport, open fires, the possession or discharge of firearms or fireworks; all overnight use of the PREMISES; consumption of alcoholic beverages on the premises. The prohibitions and limitations noted in CCWD Recreation Ordinance (Exhibit C) or as the Ordinance may be amended, also apply. However, LESSEE may request permission from LESSOR to make exception to the prohibitions for overnight use of the PREMISES and/or the sale of alcohol solely for a limited duration special event. LESSOR may accept or reject such requests and place any such special requirements on the special event that LESSOR deems appropriate as a condition for an exception. LESSOR at LESSOR's sole discretion shall determine whether an exemption shall be granted.
- C. LESSOR shall resolve any disagreements relating to LESSEE proposed improvements in timely fashion prior to LESSEE's completion and submittal of final plans for permits. LESSEE agrees that any improvements it installs on the PREMISES shall be constructed substantially in accordance with plans submitted to and approved in writing by LESSOR. Failure to obtain such prior approval shall be considered a material breach of the lease agreement and LESSOR may, without limitation, take such actions as are provided herein up to and including terminating the lease agreement and may seek any and all remedies available in law or equity.
- D. LESSEE shall adopt reasonable rules and regulations for the use of the PREMISES. Such rules and regulations shall include, but not be limited to specific requirements relating to the use of the ballpark and associated facilities installed by the LESSEE. Said rules shall be in compliance with CCWD Recreation Ordinance, Exhibit C or as the ordinance may be amended. Hours of operation on the PREMISES shall not exceed the period from sunrise to sunset, except where scheduled adult team activities may require time extensions.
- E. LESSEE shall discriminate by race or ethnicity, religion, gender or sexual orientation, national origin, or any other criterion protected by federal or state statute with regard to requests for use of the ballpark.

- F. LESSOR reserves the right to utilize portions of LEASED PROPERTY for purposes of installing water well, water and/or sewer pipelines and associated twenty-foot wide pipeline maintenance and construction easements; for purposes of irrigation with treated effluent consistent with state standards; for the construction and operation of pump/lift stations; and for such other purposes consistent with the LESSOR's responsibility to provide water and/or wastewater services to the community, hereinafter called INFRASTRUCTURE. LESSOR will consult with LESSEE prior to the installation of these facilities in an effort to avoid any conflict with existing facilities constructed by LESSEE. Provided, however, LESSOR reserves the right to construct facilities in locations it deems necessary at LESSOR's sole discretion. INFRASTRUCTURE shall not be considered improvements or IMPROVEMENTS under this Lease and LESSEE shall have no obligation whatsoever regarding such INFRASTRUCTURE, including but not limited to its construction, maintenance, operation, damage, injury, or indemnification. LESSEE's indemnification obligations under Section 10. shall not include or extend to and claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever in any way related to any rights or activities under this subsection G.
- G. LESSEE shall not undertake improvements, use, or maintain PREMISES in such a manner as to degrade any environmentally sensitive habitat on the PREMISES. LESSEE shall take precautions reasonably necessary to protect environmentally sensitive habitats from degradation during construction of any improvements. Failure to correct a damage situation to environmentally sensitive areas within thirty (30) calendar days after notice by LESSOR shall be considered a breach of this lease.

4. RENT.

The annual rent of this Lease shall be

- Four-hundred-fifty dollars (\$450.00) for the first year
- Such annual rent shall be increased by ten dollars (\$10.00) each year during the term of the lease, including any such term extensions as may be agreed between the parties.

Such rent shall be payable within thirty (30) calendar days after the *Commencement Date* of this Lease and on or before each annual anniversary date thereafter. If any payment of rent is not received by LESSOR within ten (10) calendar days after its due date (and whether or not LESSOR has notified LESSEE of such delinquency), LESSEE shall pay to LESSOR on demand as a late charge an additional amount equal to six percent (6%) of the overdue payment. LESSOR'S acceptance of any such late charge shall not constitute a waiver of LESSEE'S default with respect to the overdue amount or prevent LESSOR from exercising any of the rights and remedies available to LESSOR under this Lease. A late charge may not be imposed more than once on any particular installment not paid when due, but imposition of a late charge on any payment not made when due does not eliminate or supersede late charges imposed on other (prior) payments not made when due or preclude imposition of a late charge on other installments or payments not made when due. In addition to the late charges referred to above, which are intended to defray LESSOR'S costs resulting from late payments, any payment from LESSEE to LESSOR not paid when due shall at LESSOR'S option bear interest from the date due until paid to LESSOR by LESSEE at the lesser of ten percent (10%) or the highest amount permitted by law. Acceptance of any late charge or interest shall not constitute a waiver of LESSEE'S default with respect to the overdue sum or prevent LESSOR from exercising any of its other rights and remedies under this Lease.

In addition to the rent described in this Section 4, LESSEE shall pay to the parties respectively entitled thereto all impositions, insurance premiums, operating charges, maintenance charges, construction costs, and any other charges, costs, and expenses that arise or may be contemplated under any provisions of this Lease during the term hereof.

5. IMPROVEMENTS.

With the prior written approval of LESSOR shall provide LESSEE notice to proceed for construction or installation of improvements related to the ballpark's intended use, hereinafter referred to as IMPROVEMENTS on the PREMISES. Construction of said IMPROVEMENTS shall be completed at LESSEE's sole cost and expense. The approximate locations of improvements are shown on the aerial map which is attached as EXHIBIT B. LESSEE agrees to submit final construction plans to LESSOR for review approval prior to the construction of any IMPROVEMENTS. All such IMPROVEMENTS shall be constructed substantially in accordance with approved plans and specifications and in compliance with appropriate building, grading and any other County, State or Federal regulations and permits required for the particular activity. It shall be the sole responsibility of LESSEE to obtain such required permits and LESSEE shall provide copies of same to LESSOR on request. Upon termination of this Lease and unless otherwise specified, all such improvements shall become the property of LESSOR and shall not be removed by LESSEE without prior written approval of LESSOR. Upon termination of this Lease, if requested by the LESSOR, LESSEE shall, at its own cost and expense, remove all improvements as specified by LESSOR and restore the PREMISES to its condition on the Commencement Date. Improvements constructed or installed by LESSEE on the PREMISES shall be maintained by LESSEE in good order to serve the intended function(s) and not become safety hazard(s) to the public through misuse or disrepair or removed by LESSEE.

Should any work of the IMPROVEMENTS or maintenance of the PREMISES be performed by volunteers, LESSEE certifies that said volunteers have executed a waiver discharging LESSOR from liability and indemnity.

6. WASTE.

LESSEE agrees that it will not commit or permit construction waste or other debris upon the PREMISES, and assumes responsibility for removing any such waste or debris that may arise or appear on the PREMISES.

7. UTILITIES.

LESSEE shall pay all costs for construction, operation and maintenance of existing utilities and for construction of any new utilities proposed by LESSEE to serve the PREMISES.. Water for irrigation, human consumption, drinking fountains, and restrooms shall be obtained from the Ebbetts Pass Improvement District system, shall be metered, and shall be paid for at the same consumptive rate as any other domestic service within said District. Sewer service shall be obtained from the Arnold sewer system and paid for at the same rate as any other domestic sewer service connected to said system.

8. MAINTENANCE.

LESSEE, at its sole cost and expense, shall be responsible for the repair and maintenance of the PREMISES and of LESSEE IMPROVEMENTS of every type and kind and all landscaping on the PREMISES and shall at all times keep the same in good repair and in an orderly, safe and usable condition. LESSEE shall be solely responsible for causing all such improvements to remain in

compliance with all applicable laws, LESSOR having no responsibility with respect thereto. LESSOR shall not be obligated to make any repairs, or replacements of any kind, nature, or description, whatsoever, to the PREMISES or to any IMPROVEMENTS thereon. In addition, LESSOR may, at any reasonable time and from time to time during the term of the Lease, enter upon the PREMISES for the purpose of inspecting the IMPROVEMENTS located thereon and for such other purposes as may be necessary or proper for the reasonable protection of its interests. Improvements constructed by LESSEE on the PREMISES shall be maintained by LESSEE in good order to serve the intended function and not become safety hazard(s) to the public through misuse or disrepair. LESSEE shall have the right to remove any LESSEE Improvements in the event LESSEE determines it is in the best interests of safety, maintenance or use of the PREMISES.

9. LIENS.

LESSEE covenants that (i) the construction of any IMPROVEMENTS on the PREMISES shall be at LESSEE'S sole cost and expense, and (ii) it will permit no liens to be filed against the PREMISES with respect to any IMPROVEMENTS thereto. The prohibition on liens shall include both mechanics liens as well as financial liens such as loans secured by IMPROVEMENTS on the leasehold. In the event any lien is filed against the PREMISES, then and in that event, LESSEE shall cause such lien to be discharged.

10. INDEMNIFICATION.

To the fullest extent permitted by law, LESSEE shall indemnify and hold harmless and defend LESSOR, its directors, officers, employees, or authorized volunteers, and each of them from and against:

A. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including LESSOR and/or LESSEE, or any directors, officers, employees, or authorized volunteers of LESSOR or LESSEE, and damages to or destruction of property of any person, including but not limited to, LESSOR and/or LESSEE or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly connected with LESSEE's activities on the PREMISES, however caused, regardless of any negligence of LESSOR or its directors, officers, employees, or authorized volunteers, except the sole or gross negligence or willful misconduct of LESSOR and / or its directors, officers, employees, and / or authorized volunteers.

B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of LESSEE.

D. LESSEE shall reimburse LESSOR or its directors, officers, employees, or authorized volunteers, for any reasonable legal expenses and costs incurred by each of them in enforcing the indemnity herein provided., provided that such enforcement is successful in obtaining indemnification. LESSEE's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the LESSOR, or its directors, officers, employees, or authorized volunteers.

E. Indemnified parties shall fully cooperate with LESSEE in the defense of all claims, shall not incur any expenses without the written consent of LESSEE and shall not make any statements against the interest of LESSEE. LESSEE's obligations hereunder shall exclude costs, expenses or liability resulting directly or indirectly from any actions by any indemnified party taken without the prior written consent

of LESSEE.

F. In no event shall LESSEE'S obligations under this Lease extend to any claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever of any indemnified party caused directly or indirectly caused by any indemnified party.

11. INSURANCE.

A. Workers' Compensation Insurance - By signing this agreement, the parties certify that they are aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions in connection with any work performed on the premises.

B. Commercial General Liability and Automobile Liability Insurance - The LESSEE shall provide and maintain the following commercial general liability and automobile liability insurance:

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

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limits - The LESSEE shall maintain limits no less than the following:

1. General Liability - Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply to PREMISES leased (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the LESSOR) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - Two million dollars (\$2,000,000) for bodily injury and property damage each accident limit.
3. In the event that LESSEE obtains approval from LESSOR to sell alcohol for any event LESSEE is required to obtain Liquor Liability coverage with a liability limit of no less than one million dollars and provide LESSOR certification of such coverage.

D. Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The LESSOR, its directors, officers, employees, and authorized volunteers are to be given insured status (via ISO endorsement CG 2011, CG 2024 (if land only), or insurer's equivalent for general liability coverage) as respects: liability arising out of PREMISES leased by the LESSEE; and automobiles owned, leased, hired or borrowed by the LESSEE. The coverage shall contain no special limitations on the scope of protection afforded to the LESSOR, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this lease, the LESSEE's insurance shall be primary insurance as respects the LESSOR, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance or other coverage maintained by the LESSOR, its directors, officers, employees, or

- authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the LESSOR, its directors, officers, employees, or authorized volunteers.
 4. The LESSEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Each insurance policy required by this agreement shall state or be endorsed to state that coverage shall not be canceled by the insurance carrier or the LESSEE, except after thirty (30) calendar days (10 calendar days for non-payment of premium) prior written notice by U.S. mail has been given to the LESSOR.
 6. Such liability insurance shall indemnify the LESSEE and his/her contractors against loss from liability imposed by law upon, or assumed under contract by, the LESSEE or his/her contractors for damages on account of such bodily injury (including death), property damage, and personal injury.
 7. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, and blanket contractual liability.
 8. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.
 9. All of the insurance shall be provided on policy forms and through companies satisfactory to the LESSOR.

E. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the LESSOR. At the option of the LESSOR, the insurer shall either reduce or eliminate such deductibles or self-insured retentions, but in no event shall LESSOR require deductibles of less than \$100,000.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by the LESSOR.

F. Property Insurance - The LESSEE shall provide and maintain property insurance covering all risks of direct physical loss, damage or destruction to:

- Real Property in the amount of \$100,000
- IMPROVEMENTS and Betterments in the amount of \$100,000

2. The LESSEE shall provide and maintain property insurance covering all risks of direct physical loss, damage or destruction to:

- Personal Property in the amount of \$100,000

3. The LESSEE shall waive all rights of subrogation against the LESSOR, its directors, officers, employees, and authorized volunteers.

G. Evidences of Insurance and Cancellation - Prior to execution of the agreement, the LESSEE shall file with the LESSOR a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against the LESSOR. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5.

Said insurance (an endorsement) shall name LESSOR, its directors, officers, employees and authorized volunteers as additional insured's, and shall have a 30-day advance notice of cancellation or change in policy terms. LESSEE, upon demand of LESSOR, shall deliver to LESSOR entire policy, proof of payment of premiums, etc., as appropriate. LESSEE shall maintain such insurance during the entire duration of this Lease, and failure of LESSEE to maintain such insurance shall be considered noncompliance with the terms of this Lease Agreement and shall constitute sufficient grounds for LESSOR to terminate and cancel this Lease Agreement, as provided herein.

H. Continuation of Coverage - If any of the required coverages expire during the term of this agreement, the LESSEE shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against the LESSOR to the LESSOR at least ten (10) calendar days prior to the expiration date.

12. GENERAL CONDITIONS.

A. Laws, Regulations and Permits - The LESSEE shall give all notices required by law and comply with all laws, ordinances, rules, and regulations pertaining to the PREMISES. The LESSEE shall be liable for all violations of the law in connection with the lease, except violations caused by LESSOR.

B. Safety & Environmental Protection - The LESSEE shall execute and maintain the PREMISES so as to avoid injury or damage to any person or property. LESSEE shall be responsible for security of the PREMISES.

In carrying out its work, the LESSEE shall at all times exercise all necessary precautions for the safety and environmental protection of PREMISES, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including State of California, Department of Industrial Relations (Cal/OSHA) regulations, Cal/EPA, U.S./EPA and the U.S. Department of Transportation including the Omnibus Transportation Employee Testing Act.

The LESSEE shall not use or allow anyone else to use the PREMISES to generate, manufacture, refine, transport, treat, store, handle, recycle, release or dispose of any hazardous material, other than as reasonably necessary for the operation of the LESSEE's activities as contemplated under this agreement. The term "hazardous material" means any hazardous substance, material, or waste, including but not limited to those listed in 49 CFR 172.101 (U.S. Department of Transportation), the Cal/EPA Chemical Lists, or petroleum products and their derivatives. However, this shall not apply to the use of petroleum products and related substances incidental to operation of motorized equipment and vehicles whose operation on the PREMISES is contemplated by this agreement.

The LESSEE shall immediately notify the LESSOR in writing upon becoming aware of any release of hazardous material, violation of any environmental law or actions brought by third parties against the LESSEE alleging environmental damage. LESSOR represents that the PREMISES is currently in compliance with all local, state and federal laws and shall indemnify LESSEE against any damages resulting from non compliance. LESSEE acknowledges that the PREMISES are adjacent to a body of water that is used as public water supply, for which LESSEE, in performance of its recreational activities and its development, operation and maintenance of the PREMISES, shall take appropriate care and precautions to protect, as a matter of public health and safety.

13. NOTIFICATION OF SPECIAL EVENTS.

As a result of more stringent insurance requirements, LESSEE shall, SIXTY (60) calendar days prior to any significant planned event, notify LESSOR in writing of such event. Depending on the nature of the event it may be necessary to go before LESSOR's Joint Power Insurance Authority Executive Board for

review relative to insurance considerations. If this is not complied with, LESSOR may not allow the event under consideration.

14. NOTICES.

All notices, demands and communications required by this Lease shall be in writing and shall be given by one party to the other party at the following addresses, respectively. LESSEE shall notify LESSOR of its any changes to its 501(c) 3 status, its elected officers and their authorities, and any change(s) thereto. If the contact information under this section changes, that party shall promptly notify the other parties of such change in writing. Notice shall be deemed served when personally delivered or mailed to the following addresses:

Calaveras County Water District
General Manager
120 Toma Court
San Andreas CA 95249

Courtwright-Emerson Memorial Ball Park
1869 HWY 4
Arnold, CA 95223-2565

15. ASSIGNMENT.

This Lease cannot be assigned nor sublet by the LESSEE without the prior written consent of LESSOR, which shall not be unreasonably withheld, first had and obtained. Any such assignment or sublease shall be in writing, duly executed and acknowledged by the assignee or subassignee, in form satisfactory to LESSOR. No sublease shall be made for a term extending beyond the last day of the term of the Lease, except with the written consent of LESSOR, which shall be granted or withheld in LESSOR'S sole and complete discretion. Nothing in this paragraph, however, shall restrict the LESSEE from charging a reasonable fee for the use of said PREMISES.

16. DAMAGE OR DESTRUCTION.

No loss or damage by cause required to be insured against hereunder resulting in either partial or total destruction of any improvement on the Property, shall operate to terminate this Lease, or to relieve or discharge LESSEE from the payment of rents or amounts payable as rent as they become due and payable, or from the performance and observance of any of the agreements, covenants and conditions herein contained on the part of LESSEE to be performed and observed.

17. THIRD PARTY MANDATES.

LESSEE agrees that in the event a third-party mandate that certain conditions be met or complied with, it will immediately meet those conditions, or the Lease will be subject to termination. That third party includes the mandates, laws or ordinances of any governmental agency and includes any requirements or prohibitions placed on LESSOR by LESSOR's liability insurance carrier. LESSEE specifically agrees to comply with all Federal, State, and local laws, statutes, regulations and ordinances in exercising its rights under this Lease Agreement.

18. SALE OF PROPERTY.

In the event that LESSOR desires to sell said real property that includes all or a portion of the PREMISES, the subject of this Lease, LESSOR will so notify LESSEE and give LESSEE the first right to purchase said real property on terms acceptable to LESSOR. Upon written notification of its offer to sell to LESSEE by LESSOR, they shall have sixty (60) calendar days to exercise its first right to purchase by responding to LESSOR with a written offer to purchase. Failure of the PARTIES to reach agreement on the sale of the property within the sixty (60) calendar day period, or failure of LESSEE to submit a written offer within sixty (60) calendar days shall relieve LESSOR of any obligations under this provision of the Lease and LESSOR may sell the property to any other party. Provided, however, and consistent with applicable law, LESSOR will give LESSEE the first right to match any bona fide offer made by any other party. LESSOR shall notify LESSEE of an acceptable offer. LESSEE shall then have fifteen (15) business days to send a written offer matching the offer acceptable to LESSOR. Upon sale of the PREMISES to a party other than the LESSEE the Lease shall terminate on the earlier of the end of the lease term or eighteen (18) months after the date of property transfer to the new owner.

19. TERMINATION / NONCOMPLIANCE.

This Agreement may be terminated by the mutual consent of all parties concerned, as expressly provided in this Lease, or for cause as defined by a Court of competent jurisdiction. In the event LESSEE fails to comply with the terms and conditions of this Agreement, LESSOR shall give notice to the other parties to this Lease and this Lease shall be in default as provided in said notice. In no event shall the defaulting party have less than twenty-five (25) or more than thirty (30) calendar days from the date of Notice of Noncompliance (or ten (10) business days for monetary default) to cure any such noncompliance. Failure to cure such noncompliance within the time prescribed in the Notice, which time shall be reasonable under the circumstances, shall constitute a material breach of this Lease Agreement and LESSOR shall have the right to immediately terminate or cancel the Lease without forfeiting, waiving, or limiting any rights or remedies, including all damages, available under applicable law

20. SUCCESSORS.

This Lease is binding upon the successors, assigns and transferees of the respective parties hereto.

21. INTERPRETATION AND CONSTRUCTION OF LEASE.

It is agreed by LESSOR and LESSEE that the provisions of this Lease have been arrived at through negotiation, and that each party has had a full and fair opportunity to seek revision of the provisions of this Lease and to have such provisions reviewed by legal counsel. Therefore, all parties agree that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing and interpreting this Lease.

22. ENTIRE AGREEMENT.

This Lease, together with all the attached exhibits, constitutes the entire agreement between the parties. All other representations or statements made, either verbal or written, are superseded by this Lease.

23. MODIFICATION.

This Lease may only be modified or amended by mutual written consent of the parties.

24. SIGNATURES IN COUNTERPART.

This Lease may be signed in counterpart, and all parties signing certify that they have the authority given by their respective governing bodies to execute agreements.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first hereinabove written.

CALAVERAS COUNTY WATER DISTRICT "LESSOR"

Michael Minkler, General Manager

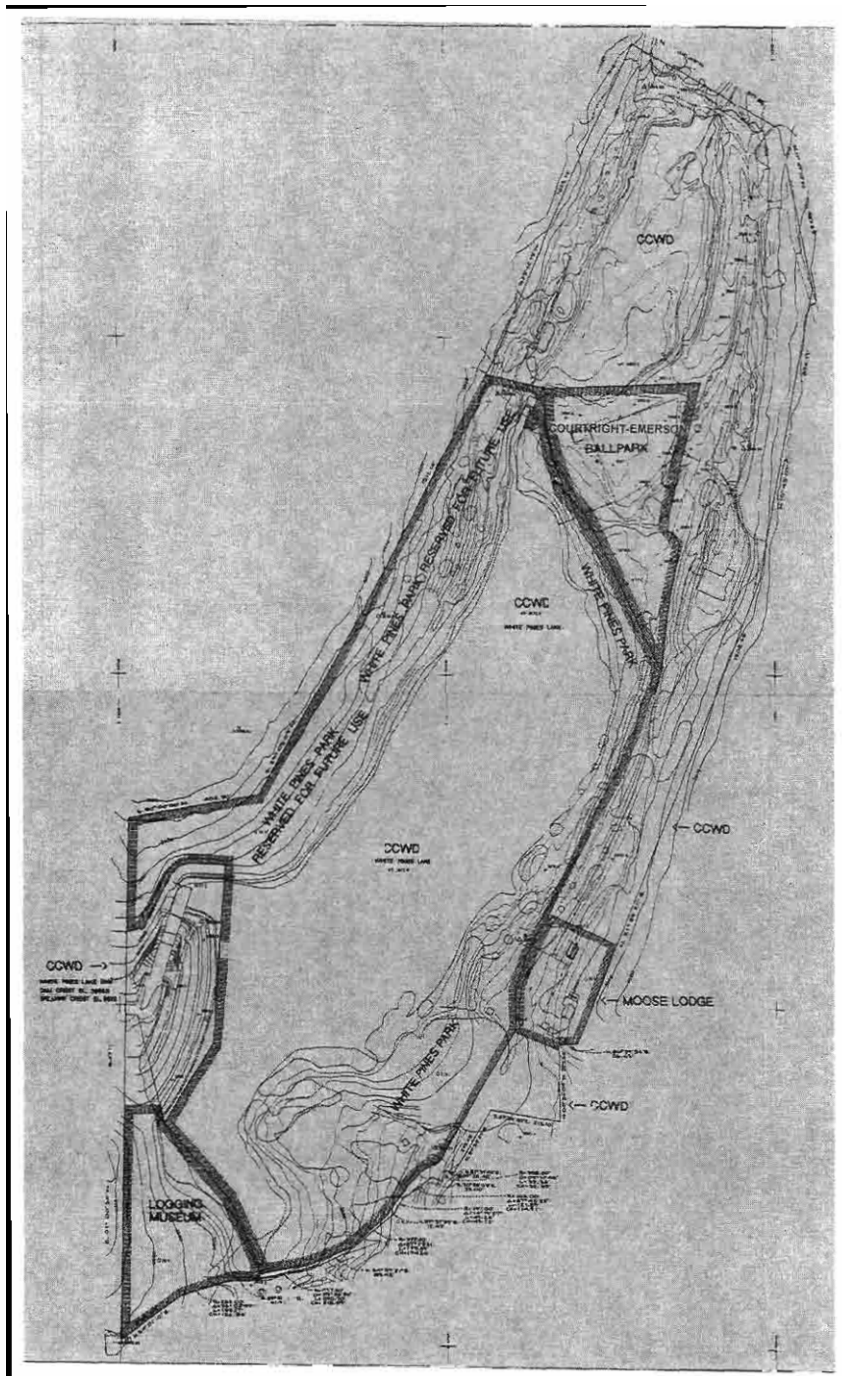
ATTEST:

Clerk of the Board

COURTWRIGHT-EMERSON MEMORIAL BALL
PARK "LESSEE"

Chairperson

EXHIBIT A. PREMISES



Courtwright-Emerson Memorial Park Location

EXHIBIT B. Site Plan



EXHIBIT C. CCWD Recreation Ordinance

ORDINANCE NO. 2006-07

SCANNED

ORDINANCE ESTABLISHING RECREATIONAL USE
OF WHITE PINES LAKE
BY CALAVERAS COUNTY WATER DISTRICT

WHEREAS, it is the desire of the Board of Directors of CALAVERAS COUNTY WATER DISTRICT to clarify the recreational use of White Pines Lake,

NOW, THEREFORE, BE IT RESOLVED that all prior ordinances establishing or amending recreational use of White Pines Lake including but not limited to, Ordinances 1-79; 89-3, 91-04, and 91-13 are hereby rescinded and replaced in its entirety by this Ordinance, and

BE IT FURTHER RESOLVED that the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT does establish recreational use of White Pines Lake as follows:

Section 1. Allowed Uses. White Pines Lake may be used for the following recreational purposes:

- a. Picnicking from dawn to dusk each day that the park may be safely accessed.
- b. Fishing each day in accordance with the laws of the State of California governing the same, but in no event earlier than dawn, or later than dusk each day.
- c. Swimming from dawn to dusk of each day that the lake may be safely accessed and used for swimming.

Section 2. Swimming. All persons shall swim at their own risk, as no lifeguard will be provided by the CALAVERAS COUNTY WATER DISTRICT. Signs to this effect shall be posted in at least two (2) conspicuous places near White Pines Lake.

Section 3. Parking of Vehicles. All motor vehicles of users of White Pines Lake shall park in areas indicated by signage and shall not park in any other areas.

Section 4. Prohibited Uses. The following uses are prohibited unless a permit is obtained from the CALAVERAS COUNTY WATER DISTRICT Board of Directors or its designated agent:

- a. Overnight parking of any vehicle or trailer of any type or size is prohibited on the property of the CALAVERAS COUNTY WATER DISTRICT adjacent to White Pines Lake.
- b. Overnight camping is prohibited on the property of the CALAVERAS COUNTY WATER DISTRICT adjacent to White Pines Lake.
- c. Operation of highway-approved or off-highway vehicles, trail bikes, motorcycles, all-terrain vehicles, mopeds and any other motorized vehicle, on property of the CALAVERAS COUNTY WATER DISTRICT adjacent to White Pines Lake, other than on existing roads upon said property or within designated parking areas, is prohibited. Operation of vehicles in designated areas in excess of posted speed limits is prohibited.
- d. No motor-driven boat of any type or kind shall be operated on White Pines Lake. Only sail boats and row boats shall be operated upon White Pines Lake.
- e. The use or possession of firearms on CALAVERAS COUNTY WATER DISTRICT property at White Pines Lake is prohibited.

EXHIBIT D

- f. All dogs must be on leashes and dog owners shall ensure that dogs do not become a nuisance or safety risk to persons or other dogs visiting said property or using White Pines Lake.
- g. Use of radios, disk and tape players, televisions, public address systems, or any similar sound reproduction or sound distribution equipment, which may cause a nuisance with other users of White Pines Lake or adjoining properties is prohibited.
- h. The use of glass containers is prohibited.
- i. Possession or consumption of alcohol is prohibited on the property of CALAVERAS COUNTY WATER DISTRICT adjacent to White Pines Lake. Written permission for consumption of alcohol may be granted through approval of the CALAVERAS COUNTY WATER DISTRICT Board of Directors and as required by local ordinances.
- j. Open fires are prohibited. Fires are limited to barbeque grilles and park-provided fire pits.

Section 5. Prohibited Activities. Vandalism including any damage to personal or real property through carving or marking, graffiti or painting, breakage or equipment or buildings, intentional or willful misuse of equipment and property, and willful or intentional conduct that causes a nuisance to other users or potential users of White Pines Lake or persons on adjacent properties is prohibited.

Section 6. Applicability of Ordinance. This ordinance applies to the real property embracing White Pines Lake, which is more particularly described as follows:

Parcel 1 as shown on that Parcel Map of a portion of the E ½ of Section 20 and the NW ¼ of Section 29, T 5 N, R 15 E, MDB&M, filed for record on June 7, 1977 in Book 3 of Parcel Maps, pages 102-102A, Calaveras County Records.

Section 7. Violations. Any violation of this Ordinance is an infraction, and every person convicted of violating this Ordinance shall be punished for a first violation by a fine not exceeding \$100.00 and for a second conviction within a period of one year by a fine not exceeding \$250.00, and for a third or any subsequent conviction within a period of one year by a fine not exceeding \$500.00. Nothing in this Section shall limit the Calaveras County Water District or its authorized agents from seeking restitution for any damages caused to property or persons at the White Pines Lake property.

Section 8. Effective Date. The foregoing ordinance shall, before the expiration of fifteen (15) working days of the passage of same, be published with the names of the Board of Directors voting for and against the same once in the Calaveras Enterprise, a newspaper of general circulation printed and published in the County of Calaveras, State of California, and said Ordinance shall take effect and be in force thirty (30) days after the passage thereof.

PASSED AND ADOPTED this 13th day of December, 2006, by the following vote:

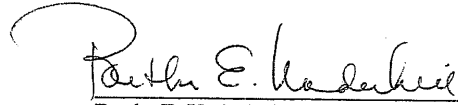
AYES: Directors Dean, Hebrard, Rich, Davidson, Underhill
NOES:
ABSTAIN:
ABSENT:

By:

CALAVERAS COUNTY WATER DISTRICT


EXHIBIT D

2 of 3



Bertha E. Underhill, President

ATTEST:



Patricia G. Emerson, Secretary

EXHIBIT D

3 of 3

Agenda Item

DATE: September 28, 2022

TO: Michael Minkler, General Manager

FROM: Rebecca Hitchcock, Clerk to the Board

SUBJECT: 2022 Biennial Review of the District's Conflict of Interest Code
Policy 5070

RECOMMENDED ACTION:

Motion: _____ / _____ by Minute Entry approve the 2022 Biennial Review of the District's current Conflict of Interest Code – Policy 5070.

SUMMARY:

The District adopted its original Conflict of Interest Code in 1996 by Resolution No. 96-146. The Political Reform Act requires each local government agency to review its conflict of interest code biennially and make amendments as necessary to meet the requirements of the law.

The Board last made amendments to its Conflict of Interest Code, Appendix "A" on August 12, 2020 due to changes to the Management and Confidential Unit adding the Construction & Maintenance Manager and Purchasing Agent.

With this biennial review, however, staff does not recommend any changes to the District's Conflict of Interest Code - Policy 5070.

FINANCIAL CONSIDERATIONS:

None.

Attachment: Policy No. 5070, Conflict of Interest and 5070.60, Appendix "A"

Conflict of Interest Code

5070.10 Policy Purpose

The purpose of this policy is to establish procedures developed in compliance with the terms of the Political Reform Act and related regulations concerning the adoption of Conflict of Interest Codes in the state of California.

5070.20 Policy Statement

The Political Reform Act, Government Code Section 81000, *et seq.* requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission (FPPC) has adopted a regulation, 2 California Code of Regulations, Section 18730, which contains the terms of a standard Conflict of Interest Code, which may be incorporated by reference and which may be amended by the FPPC to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18370 and any amendments to it duly adopted by the FPPC are hereby incorporated by reference as the Conflict of Interest Code of the Calaveras County Water District (District). The Standard Conflict of Interest Code requires a list of District positions subject to its provisions, and Appendix A attached hereto and incorporated herein, defines designated employees and disclosure categories.

5070.30 Policy Implementation

The requirements of when and where to file Statements of Economic Interests are as provided in Title 2 Section 18754, which is incorporated herein by reference. All designated employees and District Board and Joint Powers Agency members shall file Statements of Economic Interests, on forms required by the FPPC, with the Clerk to Board of the District or respective Joint Powers Agency, no later than April 1 of each calendar year. Members of the District's designated positions shall file such statements also upon assuming office and leaving office.

The Clerk to the Board of the District shall be responsible to ensure Statements of Economic Interests are completed and filed as required. Individuals holding designated positions shall file Statements of Economic Interests with the District's Clerk to the Board, and shall have available and annually review the current provisions of Title 2, California Code of Regulations Section 18370 to ensure District compliance with its requirements.

5070.40 Policy Review

In accordance with Government Code 87306.5, the Conflict of Interest Code of the District is reviewed in even-numbered years and Appendix A is updated, if necessary. A completed notice of review will be filed with the Clerk of the Calaveras County Board of Supervisors. Revisions to the District's Conflict of Interest Code or its Appendix A, approved by the District Board of Directors will be forwarded to the Clerk of the Calaveras County Board of Supervisors.

5070.50 Related Policies

Members of the Board of Directors are directed to Board Policy 4010, Ethics, which incorporates conflict of interest concerns directly related to Board member responsibilities.

. . .

Attachment: Appendix A

**Conflict of Interest Code
5070.60 Appendix A**

Disclosure Categories

1. A person in this category must report investments, interests in real property or income affected by actions and activity of District decisions, and whether he/she owns or has interests in business entities in which he/she is a director, officer, partner, trustee, employee, or holds any position of management or fiscal oversight which may be affected by actions and activities of the District.
2. A person who makes or participates in making decisions which may foreseeably have a material financial effect on any financial interest of the District must report as in 1., above.

Note: Consultants are included in the list of designated employees, and shall disclose pursuant to Category 1 subject to the following limitation:

The General Manager may make a determination, in writing, that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements. Such written determination shall include a description of the consultant/legal counsel’s duties, and, based upon that description, a statement of the extent of disclosure requirements. The General Manager’s determination is a public record and shall be retained for public inspection.

Designated Employees:

Position	Disclosure Category
1. Board Members	1
2. General Manager	1
3. District Engineer	2
4. Director of Administrative Services	1
5. Information Systems Administrator	2
6. District Counsel (Consultant, see above note)	1
7. Manager of Water Resources	2
8. Construction and Maintenance Manager	2
9. Plant Operations Manager	2
10. Director of Operations	1
11. Human Resources Manager	1
12. External Affairs Manager I/II	1
13. Purchasing Agent	2
14. Legislative Consultant	2

Agenda Item

DATE: September 28, 2022

TO: Michael Minkler, General Manager

FROM: Damon Wyckoff, Director of Operations

SUBJECT: Discussion/Action to approve the Budgeted Lease to Own Purchase of a new mechanics Truck for \$165,359.90 through Enterprise Fleet Management and pay \$20,000 for Vehicle Upfit Costs

RECOMMENDED ACTION:

Motion: _____ / _____ by Minute Entry to approve the budgeted lease-to-own purchase of a new 2022 F-550 Mechanics Truck for \$165,359.90 (\$2,904.42 per month lease payment) and pay the required \$20,000 upfit cost.

SUMMARY:

The Fiscal Year 2022/23 Budget was approved June 22, 2022, which included the lease amount for this vehicle. This additional approval by the Board is required due to the amount being over staffs signing authority.

Background

CCWD has utilized the Services of Enterprise Lease management since 2019 to facilitate the lease to own purchase of vehicles for the District. This program has allowed the District to dramatically accelerate the replacement of fleet vehicles. This fact improves employee safety, maintains District compliance with On-highway emissions standards, and maintains overall work product reliability. CCWD can order a large volume of service trucks (say 10) and rather than pay the purchase price for all of them (est. \$500K to \$800K), CCWD can pay for them over time thereby reducing the impact to the Capital Outlay Budget and improving spending power flexibility.

Thus far the program has delivered. The District currently operates 22 lease-to-own vehicles through Enterprise. Many of these are Ford F-350 Service trucks, with Treatment Operator Ford Rangers, and three F-550's (two Dump Trucks and one Mechanics Truck) mixed in.

The District ordered and received ten vehicles in Fiscal Year 19/20, nine Vehicles in Fiscal Year 20/21, and ordered but did not receive 10 vehicles in Fiscal Year 21/22. Worldwide

material supply shortages held such a great effect over Industry that the District did not receive its order in FY21/22. CCWD did make two purchases, however, a Dodge 3500 Service Truck and an F-550 Mechanics Truck.

CCWD's three member mechanics crew plays a critical role in ensuring the uninterrupted operation of all water and wastewater related mechanical infrastructure District wide. Their F-550 Service Trucks are mobile shops equipped with heavy-duty cranes, welders, tools, and equipment that allow them to make repairs in the most remote locations and in all weather conditions. Their trucks need to be reliable, safe, and compliant.

In Fiscal Year 21/22, when it became apparent that the District was not going to receive its order of service trucks from Enterprise, CCWD's Purchasing Agent took the opportunity to review the overall Service Fleet and its replacement needs. One glaring issue was the age and condition of its Mechanic trucks. Staff made the decision order a replacement Mechanic truck through Enterprise as one was available and the absence of the other trucks the District ordered made it possible. CCWD purchased the Mechanics Truck through the lease-to-own program. One component of the purchase that was not covered by the program was a portion of the upfit costs. Upfit costs are costs associated with additional vehicle components. In the case of the mechanics truck this would be the Mechanical Service Bed for the Truck. CCWD covered \$42,825 out of the Capital Outlay budget to cover these upfit costs.

Flash forward to today. Rather than make an additional request for vehicles to be purchased through the lease to own program in the Fiscal Year 22/23 Budget on top of the 10 vehicles that weren't received in FY 21/22, Operations Staff simply carried over the original ten vehicles requested in the 21/22 FY budget into FY22/23 and budgeted for an additional mechanics' truck. The District's Purchasing Agent was able to get Enterprise to lower the required \$40,000 initial payment down to \$20,000.

CCWD's Service Fleet, even with the addition of twenty-two new vehicles, continues to be in serious need of replacement. Many Field Staff members are driving old vehicles in need of significant repair that must be phased out in on-coming years. Additionally, the reality that in 2027 all District vehicle purchases will need to be of Electric Vehicles, and the criticality of maintaining our current replacement program is even more important.

In Conclusion, CCWD Operations Staff request Board approval to initiate a lease-to-own purchase of an F-550 Mechanics truck and to pay the corresponding upfit costs (\$20,000) associated with the new Mechanics Truck Bed that will go on the truck. These items were budgeted and incorporated into the Fiscal Year 2022/23 Capital Outlay Budget.

FINANCIAL CONSIDERATIONS:

This fiscal year CCWD budgeted \$183,881 for Enterprise lease-to-own costs and associated vehicle upfit costs. CCWD's calculated expenditures for FY 22/23 are to be \$141,723.24. This includes the \$20,000 cost for a Mechanics truck upfit and it's \$2,904.42

per month lease cost, upfit costs for a 1-ton service truck, and 10 Ford F-150 lease costs. Enterprise lease-to-own costs have been adequately funded to cover this request.

Attachments:

Agenda Item

DATE: September 28, 2022
TO: Board of Directors
FROM: Brad Arnold, Water Resources Program Manager
SUBJECT: CCWD Service Area Water Production Update

RECOMMENDED ACTION:

Receive and discuss information regarding the latest CCWD water production (treatment) figures, and current water resources conditions. This is an information-only item, and no action is required.

SUMMARY:

Calaveras County Water District (CCWD) staff will provide a verbal update regarding the latest data and figures of CCWD water production and water resources conditions. This info is summarized in the tables and figures provided in Attachment A. For January through August 2022, CCWD can provide the following notes regarding water uses:

- CCWD's combined service areas accumulated water production is around 99% of long-term average (2011 to 2021) for this date. This figure is down approximately 7% from the same period in 2021.
- Most of CCWD's service areas are at or above long-term average production (axiomatic of water consumption, loses, etc.) The three rural service areas of Sheep Ranch, Wallace, and West Point are all at or around 120% of average supply but are below the conservative projections for this date from the FY 2023 Water Supply Projections Report (Projections Report) developed in June 2022. CCWD's Ebbetts Pass Service Area is the only area below long-term average production figures.
- Most of CCWD's water supply reservoirs, either solely owned or having contractual allocations or water rights, are near normal levels for this time of year. All are well above the conservative estimates in the Projections Report, owing to decreased consumption and/or favorable senior water rights not impacted by the State Water Resources Control Board (SWRCB) curtailment orders.
 - o New Hogan Reservoir (New Hogan) is the only storage facility well below normal for this time of year, albeit above projections. CCWD's request for 2022 Contract Year supplies from New Hogan was 5,570 AF of its total 31,279 AF allocation. CCWD understands that Stockton East Water District (SEWD) will utilize their full 52,822 AF allocation as well as CCWD's unused water supply - allowed by the CCWD-SEWD contract for New Hogan water - which could threaten CCWD's future allocations and New Hogan "minimum pool" restrictions.

FINANCIAL CONSIDERATIONS:

None at this time.

ENVIRONMENTAL CONSIDERATIONS:

This is not a project under the California Environmental Quality Act (CEQA), therefore CEQA requirements do not apply.

STRATEGIC PLANNING:

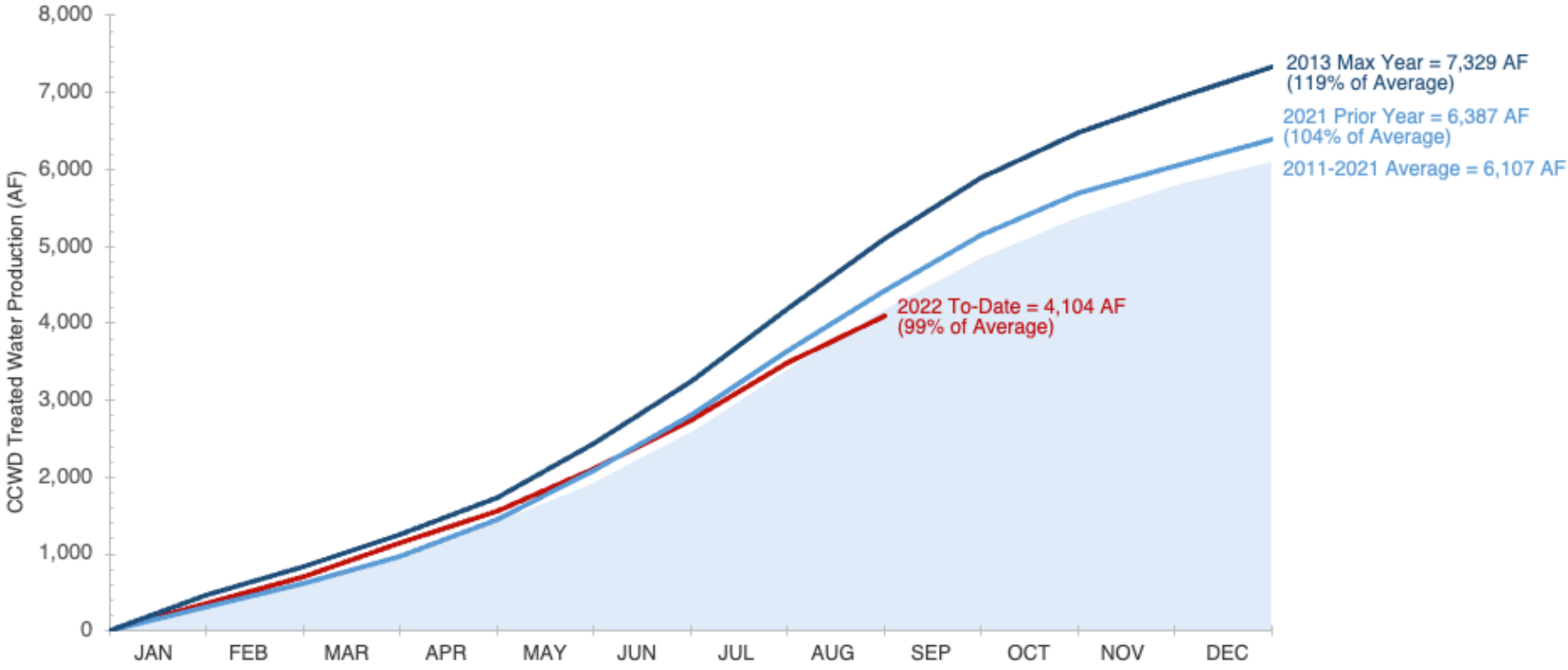
The 2021-2026+ CCWD Strategic Plan (Strategic Plan), adopted April 28, 2021, per Board of Directors' Resolution No. 2021-24, outlines several Goals and Objectives (Objectives) meant to identify organizational opportunities and measure CCWD's results over time. Consistent with the Strategic Plan, this Agenda Item supports the following Objectives:

- OI-07, Strategic Plan pg. 9: Communicate on CCWD's operational efforts to effectively deliver water and wastewater services.

For more info on the Strategic Plan, visit: ccwd.org/ccwd-adopts-2021-2026-strategic-plan/

Attachments: A) CCWD Service Area Water Production Data

**Attachment A
CCWD Service Area Water Production Data**



**Figure A1. CCWD Accumulated Water Production Chart
(Calendar Year Basis)**

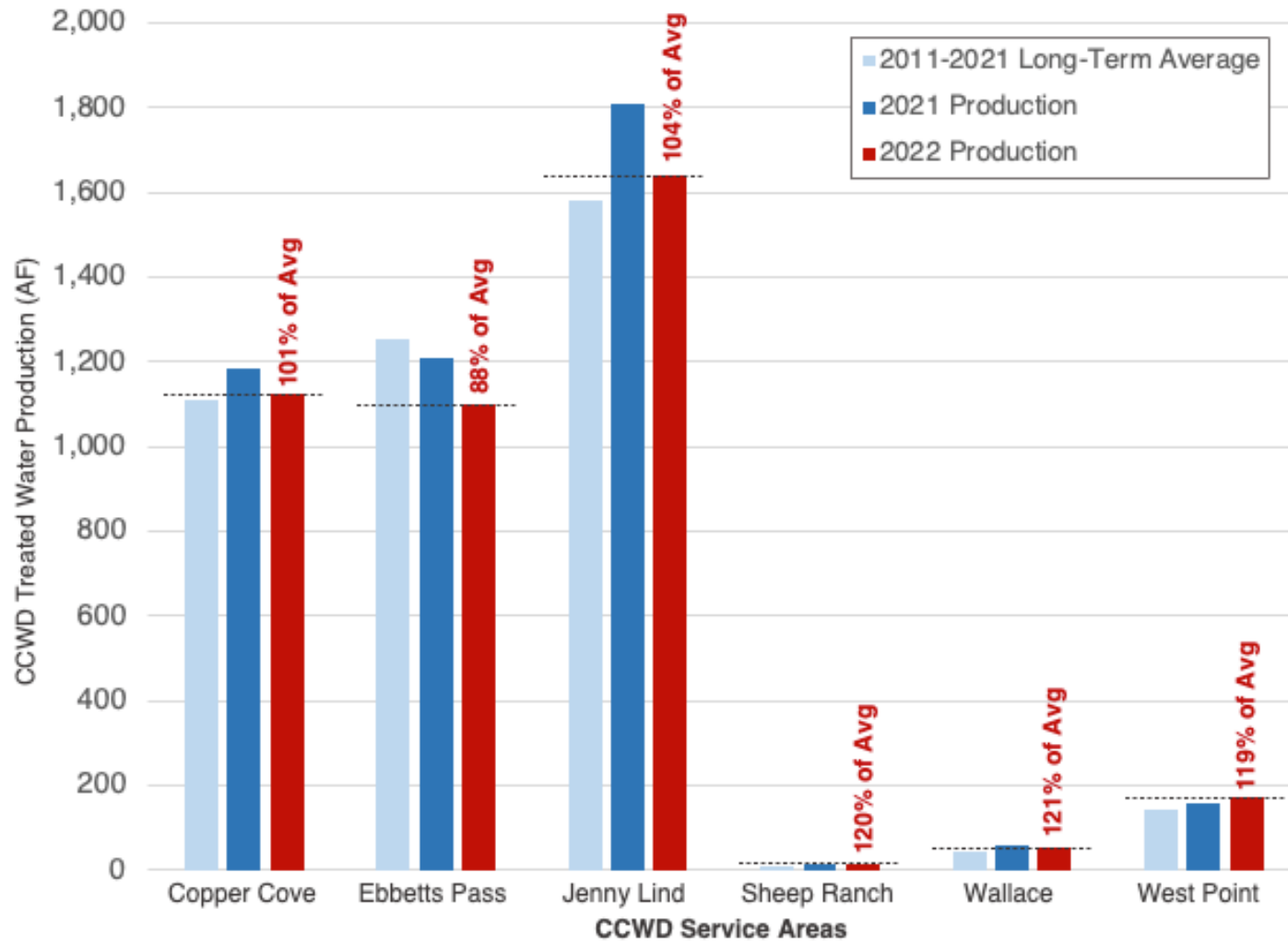


Figure A2. CCWD Service Area Production by Service Area (through August 2022)

Table A1. CCWD 2022 Service Area Water Use Statistics (through August 2022)

CCWD Service Area	Long-Term Avg. Data (AF)	Prior Year Production (AF)	Water Treatment Production (AF)	%of Prior Year Prod.	Projected Demand¹ (AF)	Prod% of Projected
Copper Cove	1,111	1,185	1,125	95%	1,165	97%
Ebbetts Pass ²	1,252	1,209	1,100	91%	1,188	93%
Jenny Lind	1,583	1,807	1,640	91%	1,757	93%
Sheep Ranch	10	13	12	88%	12	96%
Wallace	45	58	55	95%	58	94%
West Point	145	156	173	110%	186	93%
District-Wide	4,146	4,428	4,104	93%	4,367	94%

¹ Service area water diversion and use projections from CCWD FY 2023 Water Supply Projections Report (Jan-July 2022).

² Includes wholesale treated water distribution for Blue Lake Springs MWC and Snowshoe Springs HOA, not included in Figures A1 and A2 above.

Table A2. Reservoir Storage Levels (as of August 31, 2022)

Reservoir	Current Storage (AF)	Normal Storage At Date (AF)	%of Normal Storage Level	Projected Storage (AF)	%of Projected Storage
Bummerville Reg.	35	38	92%	10	346%
McKays Point	2,061	2,080	99%	1,360	153%
New Hogan	70,514	131,875	53%	61,107	115%
New Spicer Meadow	104,304	124,206	84%	95,093	109%
White Pines Lake	135	106	127%	92	147%

RESOLUTION NO. 2022-

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CALAVERAS COUNTY WATER DISTRICT**

RESCINDING DISTRICT POLICY #6 OPERATIONAL ASSISTANCE

WHEREAS, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT adopted Resolution 2011-07 establishing an Operational Assistance Policy, which was amended by Resolution No. 2020-21; and

WHEREAS, the Calaveras County Water District has not executed any operational assistance agreements under the policy; and

WHEREAS, the Calaveras County Water District seeks to establish mutually beneficial operational assistance agreements with neighboring agencies while continuing to prioritize its own service areas and maintaining operational readiness; and

WHEREAS, the Board of Directors of the Calaveras County Water District does hereby find that the Operational Assistance Policy is not necessary in order for the District to execute and implement mutual assistance agreements; and

NOW, THEREFORE BE IT RESOLVED, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT hereby rescinds the Operational Assistance Policy #6 that was created by Resolution 2011-07 and amended by Resolution No. 2020-21, and

BE IT FURTHER RESOLVED that the Board of Directors does hereby authorizes the General Manager to enter into mutual assistance agreements substantially similar to the attached draft agreement between the Calaveras County Water District and the Tuolumne Utilities District.

PASSED AND ADOPTED this 28th of September, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CALAVERAS COUNTY WATER DISTRICT

Cindy Secada, President
Board of Directors

ATTEST:

Rebecca Hitchcock
Clerk to the Board

Agenda Item

DATE: September 28, 2022

TO: Board of Directors

FROM: Brad Arnold, Water Resources Program Manager

SUBJECT: Discussion/Action regarding Eastside GSA Adoption of Threfall Ranch Reservoir Project

RECOMMENDED ACTIONS:

Motion ____/____ adopting Resolution No. 2022-____ for Eastside San Joaquin Groundwater Sustainability Agency Adoption of Threfall Ranch Reservoir Project as an Approved Project to Support the Eastern San Joaquin Groundwater Subbasin Groundwater Sustainability Plan

KEY POINTS:

1. The Eastside San Joaquin Groundwater Sustainability Agency (Eastside GSA) is moving forward with the Groundwater Sustainability Plan (GSP) implementation phase of the Sustainable Groundwater Management Act (SGMA), which may include Project Management Actions (PMAs) used to address historic groundwater overdraft, groundwater level declines, and other SGMA-defined undesirable results.
2. The Threfall Ranch Reservoir Project (Threfall Project) is a privately developed and funded PMA located in the Stanislaus County portion of the Eastside GSA jurisdictional area. The Threfall Project has the potential to benefit groundwater levels in the Eastern San Joaquin Groundwater Subbasin (Subbasin) as an “in lieu recharge” PMA by converting current groundwater users to surface water supplies.
3. This Threfall Project must be “adopted” by the Eastside GSA members and incorporated into the GSP to ensure eligibility for grant funds and to quantify Subbasin benefits.

SUMMARY:

Calaveras County Water District (CCWD) overlies a portion of the Eastern San Joaquin Groundwater Subbasin (Subbasin), primarily in northwestern parts of Calaveras County including its Wallace and Jenny Lind Water Service Areas. Per the requirements of the Sustainable Groundwater Management Act of 2014 (SGMA), CCWD and other agencies across the Subbasin formed the Eastern San Joaquin Groundwater Authority (GWA), aimed at developing a unified Groundwater Sustainability Plan (GSP) to help define long-term management of Sub-Basin groundwater resources. Within the SGMA framework, CCWD and other local agencies also formed the Eastside Groundwater Sustainability Agency (Eastside GSA) aimed at managing Subbasin issues and enacting SGMA within Calaveras County and portions of Stanislaus County. As such,

the Eastside GSA has been responsible for groundwater management in this region since its formation under a Memorandum of Understanding (MOU) in 2017. The Eastside GSA members regularly meet for the purposes of GSP development and updates, and to address SGMA implementation (e.g., Project Management Actions or “PMAs”, groundwater level monitoring) to meet required objectives and deadlines.

Threfall Ranch Reservoir PMA

In late-2021, proponents of the Threfall Ranch Reservoir Project (Threfall Project) approached the Eastside GSA to review and approve it for possible inclusion in the GSP list of PMAs – which would open the Threfall Project to possible grant funding. The Threfall Project is a proposed in-lieu surface water storage project to offset groundwater use in Stanislaus County located near Knights Ferry and Sonora Road, which would ultimately benefit the Eastside GSA by reducing groundwater consumption via “in lieu recharge”. The anticipated benefit would be around 2,000 acre-feet per year.

On March 5, 2022, the Eastside GSA members reviewed the Threfall Project and approved it for consistency with the Subbasin GSP. Given the potential benefits of the project to the Eastside GSA region, without funding required from the GSA members, the GSA must now determine how best to include the Threfall Project in its long-term planning efforts. The GWA is recommending that this PMA must be “adopted” by the Eastside GSA members – by member agencies per the MOU - and incorporated into the GSP to ensure eligibility for grant funds and to quantify Subbasin benefits. A proposed resolution for Eastside GSA adoption by CCWD is provided in Attachment A.

FINANCIAL CONSIDERATIONS:

None, as the Threfall Project proponents are not requesting funding from Eastside GSA members.

ENVIRONMENTAL CONSIDERATIONS:

The Eastside GSA, and its member agencies, by passing these resolutions have identified the Threfall Project as a planned PMA to support SGMA implementation by the Eastside GSA but are not implementing any action taken pursuant to the GSP (California Water Code §10728.6). Such planning actions do not constitute a “project” within the meaning of the California Environmental Quality Act (CEQA) because they will neither cause a direct physical change in the environment, or a reasonably foreseeable indirect change. (See Public Resources Code section 21065; California Code of Regulations, title 14 section 15378.)

STRATEGIC PLANNING:

The 2021-2026+ CCWD Strategic Plan (Strategic Plan), adopted April 28, 2021, per Board of Directors’ Resolution No. 2021-24, outlines several Goals and Objectives (Objectives) meant to identify organizational opportunities and measure CCWD’s results over time. Consistent with the Strategic Plan, this Agenda Item supports the following Objectives:

- PI-02, Strategic Plan pg. 10: Responsible management of groundwater resources countywide and evaluating opportunities for conjunctive use.

- PP-04, Strategic Plan pg. 12: Continue to develop relationships with local, regional, state, and federal partners to manage CCCWD's risk and leverage its assets.

For more info on the Strategic Plan, visit: ccwd.org/ccwd-adopts-2021-2026-strategic-plan/

Attachments: A) Draft Threfall Ranch Reservoir Eastside GSA Adoption Resolution

RESOLUTION NO. 2022-

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CALAVERAS COUNTY WATER DISTRICT**

**EASTSIDE SAN JOAQUIN GROUNDWATER SUSTAINABILITY AGENCY
ADOPTION OF THREDFALL RANCH RESERVOIR PROJECT
AS AN APPROVED PROJECT TO SUPPORT THE EASTERN SAN JOAQUIN
GROUNDWATER SUBBASIN GROUNDWATER SUSTAINABILITY PLAN**

WHEREAS, the Calaveras County Water District (CCWD), County of Calaveras, Rock Creek Water District (RCWD), and County of Stanislaus form the Eastside San Joaquin Groundwater Sustainability Agency (Eastside GSA) to implement the Sustainable Groundwater Management Act (SGMA) in the portions of the ‘critically over-drafted’ Eastern San Joaquin Groundwater Subbasin (Subbasin) underlying Calaveras and Stanislaus Counties; and

WHEREAS, the Eastside GSA is a member of the Eastern San Joaquin Groundwater Authority (GWA), a joint powers authority, along with several other managing agencies in the Subbasin, for the purposes of coordinating multi-agency groundwater management efforts and to develop a Groundwater Sustainability Plan (GSP); and

WHEREAS, the GSP was adopted by the Eastside GSA and other GWA members prior to its submission to the California Department of Water Resources (DWR) in January 2020, and was recently amended in July 2022 specifically to address inadequacies identified by DWR in its initial review of the GSP; and

WHEREAS, the GSP analyzes several “Projects and Management Actions” (PMAs) to implement SGMA in the Subbasin, and encourages the identification and development of additional PMAs; and

WHEREAS, the Threfall Ranch Reservoir Project (Threfall Project), attached here as Exhibit A, is a proposed ‘in-lieu recharge’ PMA in which current Subbasin groundwater extractors would use available and stored surface water resources instead, and is located within the Eastside GSA’s jurisdiction in the Stanislaus County portion of the Subbasin; and

WHEREAS, the Threfall Project was presented to and reviewed by the Eastside GSA in March 2022, after adoption of the GSP by the GSA members, and was found to be consistent with the GSP and the scope and potential Subbasin benefits of other GSP ‘in-lieu recharge’ PMAs; and

WHEREAS, the Threfall Project should be considered eligible to seek and apply for grant funding as may be available for PMAs deemed consistent with the GSP; and

WHEREAS, the Eastside GSA, and its member agencies, by this resolution have identified the Threfall Project as a planned PMA to support SGMA implementation by the Eastside GSA but are not implementing any action taken pursuant to the GSP (California Water Code §10728.6). Such planning actions do not constitute a “project” within the meaning of the California Environmental Quality Act (CEQA) because they will neither cause a direct physical change in the environment, or a reasonably foreseeable indirect change. (See Public Resources Code section 21065; California Code of Regulations, title 14 section 15378.)

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors (Board) of CALAVERAS COUNTY WATER DISTRICT, as a member of the EASTSIDE SAN JOAQUIN GROUNDWATER SUSTAINABILITY AGENCY, that the Threfall Project is within the functional scope and intent of the GSP's in-lieu recharge PMAs and Project 20: Mobilizing Recharge Opportunities, for the purposes of SGMA implementation.

BE IT FURTHER RESOLVED by the Board, as a member of the Eastside GSA, that the GWA, its staff, and its consultants shall take such actions as may be reasonably necessary to incorporate the Threfall Project into future GSP, reports, updates, and amendments.

PASSED AND ADOPTED this 28th day of September, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CALAVERAS COUNTY WATER DISTRICT

Cindy Secada, President
Board of Directors

ATTEST:

Rebecca Hitchcock
Clerk to the Board

Agenda Item

DATE: September 28, 2022

TO: Board of Directors

FROM: Michael Minkler, General Manager

SUBJECT: Discussion/Action regarding Rescinding Policy No. 6-Operational Assistance Policy

RECOMMENDED ACTION:

Motion: _____ / _____ adopting Resolution No. 2022 - ___ Rescinding District Policy #6 Operational Assistance and Authorize the General Manager to enter into agreements substantially similar to the attached draft agreement.

SUMMARY:

Over the last several months, CCWD has participated in productive negotiations with the Tuolumne Utilities District and Utica Water and Power Authority regarding a mutual aid agreement. The agencies share a goal of supporting each other in times of need, while respecting each agency's primary commitment to their own service areas and operational priorities. Using TUD's template for a mutual assistance agreement, CCWD and TUD developed a draft agreement that establishes the framework for providing mutual assistance. The agencies would retain full discretion over whether to provide assistance in the event a request is received and there would be no liability for declining to provide assistance. The agreement also addresses reimbursement for services provided, as well as insurance and indemnification issues.

Strategic Plan:

PP-O4 Continue to develop relationships with Local, regional, state, and federal partners to manage our District's risk and leverage our assets and EO-09 Evaluate the District's essential staffing and priorities, and employ District staff, partnerships, vendors, and consultants to align with strategic priorities and to provide the most effective service.

FINANCIAL CONSIDERATIONS:

No immediate financial impact. The objective behind mutual assistance agreements is to cost-effectively respond to emergencies with the assistance of neighboring agencies and to be reimbursed for assistance that CCWD provides.

Attachments: *Mutual Assistance Agreement with TUD
Policy # 6 Operational Assistance
Resolution No. 2022-___ Rescinding Policy #6 Operational Assistance Policy*

MUTUAL ASSISTANCE AGREEMENT

THIS MUTUAL ASSISTANCE AGREEMENT (this "Agreement") is made and entered into effective as of [DATE], by and between the Tuolumne Utilities District, a public agency (the "TUD"), and the _____ District, a public agency (the "_____").

Recitals

A. The TUD and the _____ have determined that it would be in their mutual best interests to periodically lend to each other equipment, supplies and personnel, and to otherwise cooperate with and assist each other in the event of an emergency or in other situations where one agency has insufficient resources to undertake a necessary public project or activity.

B. The parties desire to set forth herein the terms on which they may provide mutual assistance through the sharing of resources.

NOW, THEREFORE, the parties agree as follows:

1. Requests for Assistance. In the event that either party to this Agreement (the "Borrower") has a need for the equipment, supplies, personnel or other resources of the other party hereto (the "Lender") for purposes of undertaking a necessary public project or activity, the Borrower may request that the Lender provide such resources. Any such request shall be submitted as follows:

If to the TUD: Tuolumne Utilities District
18885 Nugget Blvd.
Phone: (209) 532-5536
Attn: General Manager

If to the _____: _____ District
Address
City, State, Zip
Phone:
Fax:
Attn: General Manager

2. Discretion by Lender. The Lender shall have the absolute discretion to approve or decline any request for assistance and shall have no liability to the Borrower for failing to provide such assistance. It is understood and agreed that the Lender will grant a request for assistance only where the Lender has determined that it has the requested resources available and will be able to meet its

own needs while rendering assistance. The execution of this Agreement shall not create any duty to grant any assistance requested by the Borrower.

3. Equipment. If the Lender loans equipment to the Borrower, such as construction equipment, vehicles, tools, pumps, or generators, such loaned equipment shall be subject to the following conditions:

- (a) If the Lender so determines, the loaned equipment shall be operated by the Lender's personnel, which personnel will then be provided with the equipment.
- (b) The loaned equipment shall be returned to the Lender within the first to occur of (i) 24 hours after completion of the project for which the equipment was provided, or (ii) 24 hours after the Lender delivers to the Borrower a written request that the equipment be returned.
- (c) The Borrower shall, at its own expense, supply all fuel, lubrication, and maintenance for the equipment. The Lender may, at its option, charge the Borrower for costs related to the transportation, handling, loading, and unloading of the equipment.
- (d) Reimbursement for vehicles and equipment will be calculated at the hourly rates for such vehicles and equipment, or the closest mutually agreed upon equivalent, in the CalTrans Labor Surcharge and Equipment Rental Rate Book.
- (e) In the event loaned equipment is damaged while in the custody or use of the Borrower, the Borrower shall reimburse the Lender for the reasonable cost of repairing such damage. If the equipment cannot be repaired or has been destroyed, the Borrower shall reimburse the Lender for the cost of replacing the equipment with comparable equipment. If the Lender is required to lease replacement equipment while the loaned equipment is being repaired or replaced by the Borrower, the Borrower shall reimburse the Lender for such lease costs.

4. Supplies. The Borrower shall reimburse the Lender in kind or at the actual replacement cost for the use of expendable or non-returnable supplies provided by the Lender. Supplies of reusable items that are returned to the Lender in a clean and undamaged condition will not be charged to the Borrower.

5. Personnel. In the event the Lender makes its personnel available to the Borrower, the Borrower will reimburse the Lender for such personnel's applicable salary or hourly wage plus benefits and insurance, including workers' compensation insurance, while the personnel is providing services to the Borrower. Personnel so loaned to the Borrower will be under the supervision and control of the Lender. The Lender will be responsible for all direct and indirect costs associated with workers' compensation claims arising in connection with work performed by the Lender's personnel while on loan to the Borrower.

6. Term. This Agreement shall commence as of the effective date set forth above and shall continue until terminated by thirty (30) days written notice by one party to the other.

7. Indemnity. To the extent permitted by law, Borrower shall defend, indemnify and hold harmless Lender, its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs to defend arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the Borrower, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Lender, its directors, officers, employees, and authorized volunteers.

To the extent permitted by law, Lender shall defend, indemnify and hold harmless Borrower, its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs to defend arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the Lender, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Borrower, its directors, officers, employees, and authorized volunteers.

8. Insurance. Each Party shall procure and maintain for the duration of the agreement, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and that results from that work.

Each Party shall maintain comprehensive general liability insurance in an amount not less than \$2,000,000 combined single limit, worker's compensation insurance as required by law and automobile liability insurance for all vehicles to be used in the performance of services under the agreement. Upon request, Each Party shall provide proof of such insurance coverages naming the Other Party its directors,

officers, employees, and authorized volunteers as certificate holder and additionally insured on the General Liability policy with respect to their operation (as broad as ISO Form # CG 20 10 10 01). For any claims related to this project, the insurance coverage shall be primary (at least as broad as ISO Form # CG 20 01 04 13). Regarding the workers' compensation insurance, Each Party hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Other Party; this provision applies regardless of whether or not the Other Party has received a waiver of subrogation from the insurer.

If broader coverage and/or higher limits than the minimums shown above, the Other Party requires and shall be entitled to the broader coverage and/or higher limits maintained by Each Party. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Each Party. Each Party understands and acknowledge that coverage may be provided through a joint power's authority pursuant to a joint powers agreement.

9. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

10. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.

11. Professional Fees. In the event of any action or suit arising in connection with the enforcement or interpretation of any of the covenants or provisions of this Agreement, the prevailing party shall be entitled to recover all costs and expenses of the action or suit, including actual attorneys' fees, accounting fees and any other professional fees incurred in connection therewith.

12. Entire Agreement/Amendments. This Agreement (including all exhibits attached hereto) is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and communications with respect thereto. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations hereunder be waived, except by a written instrument signed by the party to be charged. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

13. Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

14. Governing Law. The parties hereto expressly agree that (i) this Agreement shall be governed by, interpreted under and enforced in accordance with the laws of the United States of America and the State of California, (ii) in the event of any dispute, the parties shall be subject to the jurisdiction of the courts of the State of California, regardless of their place of residence, and (iii) in any action arising in connection with this Agreement, venue shall be in the County of Santa Barbara, State of California, United States of America.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

16. Facsimile or Electronic Signatures. In the event executed copies of this Agreement are provided by one party to the other(s) by facsimile transmission, the original copies shall be sent by the signing party to the other party(ies) as soon as reasonably feasible, and pending the receipt thereof, the facsimile copies and the signatures thereon shall for all purposes be treated as originals. Upon mutual agreement of the Parties, the Agreement may be executed using electronic signatures.

17. Further Assurances. The parties agree to take such actions and execute such documents as may be reasonably required to carry out the intent of this Agreement.

18. Waiver. Any failure by the Parties to enforce any provision of this Agreement or any waiver thereof by a Party, shall not constitute a waiver of its right to enforce subsequent violations of the same or any other terms or conditions contained herein.

19. Assignment. Neither party may assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first set forth above.

TUOLUMNE UTILITIES DISTRICT

[OTHER DISTRICT]

By: _____
Don Perkins, General Manager

By: _____
_____, General Manager

ATTEST:

ATTEST:

By: _____
Melissa McMullen, Executive
Secretary/Board Clerk

By: _____
_____, Board
Secretary

DRAFT

OPERATIONAL ASSISTANCE POLICY

1.1) Purpose and Use

1.1.1) The Calaveras County Water District (herein as CCWD or District) has historically provided services to other in-county water and wastewater service providers. This policy establishes a process for responding to new requests for such services, including evaluation of District staff and resources and negotiation of agreements.

1.1.2) This policy is not intended to supersede the terms and conditions of providing mutual aid to those service providers signatory to the California Water/Wastewater Agency Response Network WARN 2007 Omnibus Mutual Assistance Agreement (approved by CCWD Board Resolution 2009-28) or to future amendments of said Agreement.

1.1.3) This policy does not obligate CCWD to provide services to other entities upon request. The CCWD General Manager shall retain full discretion as to whether to provide the services, under what conditions, and how much District staff time to devote to evaluating service requests.

1.2) Definitions

1.2.1) Eligible Service Providers must be either of the following:

1.2.1.1) Private or public entities authorized by the Calaveras County Environmental Health Department or the California Regional Water Quality Control Board or the California Department of Public Health to provide water or wastewater services; or

1.2.1.2) Private or public entities involved in the delivery of untreated surface or groundwater.

1.2.2) An Emergency is a natural or human-caused event or circumstance causing, or imminently threatening to cause loss of life, injury to person or property, or human suffering, or any unforeseen circumstance that impact the ability of the Eligible Service Providers to provide an adequate level of service to their customers. These conditions result beyond the control of the services, personnel, equipment and facilities of an Eligible Service Provider.

District shall attempt to deliver emergency domestic water upon notification by an Eligible Service Provider but will not do so if it impacts the ability to serve its own customers and/or compromise the safety of District staff and operation of facilities.

District shall deliver emergency assistance for no more than 30 consecutive days subject to a time extension upon District Board review within that timeframe.

Any Eligible Service Provider that requests emergency assistance from the District agrees to indemnify, defend and hold harmless the District for, from and against any and all claims, losses and/or liabilities (including reasonable attorney's fees) which arise from or in connection with water delivery. The agreement is implied at the time of the request.

- 1.2.3) An Initial Evaluation is a written estimate of how much District staff time will be needed to prepare a Needs Assessment. An Initial Evaluation may also include a determination that it is infeasible for CCWD to provide requested Services due to staffing limitations, safety concerns, or an undue burden upon District personnel, equipment, material or other resources.
- 1.2.4) A Needs Assessment is a thorough, realistic evaluation of the time, staffing, equipment and other requirements necessary for CCWD to provide requested Services to an Eligible Service Provider.
- 1.2.5) Services are water or wastewater services provided by CCWD to an Eligible Service Provider pursuant to an Assistance Agreement.
- 1.2.6) Assistance Agreement is an agreement negotiated pursuant to this policy by which CCWD will provide Services to an Eligible Service Provider.
- 1.2.7) On-Call Assistance Agreement is an agreement pursuant to which CCWD will respond to an Emergency affecting an Eligible Service Provider.

1.3) Eligibility

CCWD shall provide Services only to an Eligible Service Provider and pursuant to an Assistance Agreement.

1.4) Initial Evaluation and Preparation of Needs Assessment

- 1.4.1) Upon receipt of a written request for Services from an Eligible Service Provider, District staff shall, at the General Manager or designee's direction, prepare an Initial Evaluation.

1.4.2) The General Manager or designee will review the Initial Evaluation to determine whether providing Services to the requesting entity appears to be feasible and, if so, inform the requesting entity of the estimated cost of preparing a Needs Assessment. If the requesting entity agrees in writing to pay the full actual cost of preparing the Needs Assessment, the General Manager will direct staff to prepare it.

1.5) Assistance Agreement

1.5.1) After reviewing the Needs Assessment, the General Manager or designee will provide a copy to the Eligible Service Provider that requested Services and then will either negotiate the cost and terms of providing the Services or else inform the Eligible Service Provider that District provision of the requested Service is not feasible at this time.

1.5.2) If the General Manager or designee and authorized representative of the Eligible Service Provider agree to the scope of work, cost and terms of services, the District will provide the Eligible Service Provider the District form Assistance Agreement.

1.5.3) Assistance Agreements shall, at a minimum, address the following:

- 1.5.3.1) Scope of work to be performed.
- 1.5.3.2) Estimated cost for District staff to perform the work.
- 1.5.3.3) District insurance, liability and indemnification requirements.
- 1.5.3.4) Terms of payment.
- 1.5.3.5) Term of agreement.

1.5.4) The General Manager has the authority to execute the form Assistance Agreement. Should there be substantive changes requested by the Eligible Service Provider then the amended Assistance Agreement shall be submitted to the CCWD Board for approval. Upon approval of the Agreement by the CCWD Board, either as submitted or as modified by the Board, the General Manager shall arrange for the Agreement to be executed and for staff to provide the Services according to the agreed-upon terms. This policy acknowledges that an Assistance Agreement may also need to be approved by the legislative board of the Eligible Service Provider.

1.6) Dedication of Revenue

Revenues collected pursuant to this policy shall be used exclusively to fund that portion of the operations budget impacted by providing the Services in accordance with generally accepted accounting principles.

1.7) Emergency Services

1.7.1) **On-Call Emergency Response.** Except as provided in Section 1.7.2 of this policy, CCWD will respond to emergencies of another, water or wastewater service provider on an on-call basis, but only pursuant to an On-Call Assistance Agreement.

1.7.2.1 The CCWD General Manager is authorized to enter into the form On-Call Emergency Response Agreement. The rates charged under this type of Agreement will be addressed on a case by case basis.

1.7.2.2 If there are substantive changes to the form On-Call Emergency Assistance Agreement, then it shall be approved by the CCWD Board of Directors as described in Section 1.5.4.

1.7.2 **Declared Emergency Response.** Upon issuance of a declaration of a local emergency by local or State officials or upon issuance of a Federal disaster declaration and following the receipt of a written request for emergency assistance directed to the CCWD General Manager by an authorized representative of an Eligible Service Provider, the CCWD General Manager may direct staff to provide such assistance to the requesting entity as may be necessary without compromising the safety and continuing operation of District facilities.

1.7.3) **Existing Purchase Policy.** Purchases under this section shall remain subject to the terms of Board Financial Management Policy 5.02(E) – Emergency Purchases.

##

RESOLUTION NO. 2022-

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CALAVERAS COUNTY WATER DISTRICT**

RESCINDING DISTRICT POLICY #6 OPERATIONAL ASSISTANCE

WHEREAS, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT adopted Resolution 2011-07 establishing an Operational Assistance Policy, which was amended by Resolution No. 2020-21; and

WHEREAS, the Calaveras County Water District has not executed any operational assistance agreements under the policy; and

WHEREAS, the Calaveras County Water District seeks to establish mutually beneficial operational assistance agreements with neighboring agencies while continuing to prioritize its own service areas and maintaining operational readiness; and

WHEREAS, the Board of Directors of the Calaveras County Water District does hereby find that the Operational Assistance Policy is not necessary in order for the District to execute and implement mutual assistance agreements; and

NOW, THEREFORE BE IT RESOLVED, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT hereby rescinds the Operational Assistance Policy #6 that was created by Resolution 2011-07 and amended by Resolution No. 2020-21, and

BE IT FURTHER RESOLVED that the Board of Directors does hereby authorizes the General Manager to enter into mutual assistance agreements substantially similar to the attached draft agreement between the Calaveras County Water District and the Tuolumne Utilities District.

PASSED AND ADOPTED this 28th of September, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CALAVERAS COUNTY WATER DISTRICT

Cindy Secada, President
Board of Directors

ATTEST:

Rebecca Hitchcock
Clerk to the Board