



AGENDA

REGULAR MEETING OF THE BOARD OF DIRECTORS

March 8, 2021 — 9:00 A.M.

Board of Directors

Pat Dwyer—Division 2
President

Lori Anzini—Division 4
Vice President

George Osborne—Division 1
Director

Brian K. Veerkamp—Division 3
Director

Alan Day—Division 5
Director

Executive Staff

Jim Abercrombie
General Manager

Brian D. Poulsen, Jr.
General Counsel

Jennifer Sullivan
Clerk to the Board

Jesse Saich
Communications

Brian Mueller
Engineering

Mark Price
Finance

Jose Perez
Human Resources

Tim Ranstrom
Information Technology

Dan Corcoran
Operations

PUBLIC COMMENT: Anyone wishing to comment about items not on the Agenda may do so during the public comment period. Those wishing to comment about items on the Agenda may do so when that item is heard and when the Board calls for public comment. Public comments are limited to five minutes per person.

PUBLIC RECORDS DISTRIBUTED LESS THAN 72 HOURS BEFORE A MEETING: Any writing that is a public record and is distributed to all or a majority of the Board of Directors less than 72 hours before a meeting shall be available for immediate public inspection in the office of the Clerk to the Board at the address shown above. Public records distributed during the meeting shall be made available at the meeting.

AMERICANS WITH DISABILITIES ACT: In accordance with the Americans with Disabilities Act (ADA) and California law, it is the policy of El Dorado Irrigation District to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation for this meeting, please contact the EID ADA coordinator at 530-642-4045 or email at adacoordinator@eid.org at least 72 hours prior to the meeting. Advance notification within this guideline will enable the District to make reasonable accommodations to ensure accessibility.

Please take notice, as a result of the COVID-19 pandemic, California Governor Gavin Newsom issued Executive Order (EO) N-29-20, which waives certain requirements of the Ralph M. Brown Act (Brown Act) in order to prevent gatherings and slow the spread of COVID-19. Specifically, EO N-29-20 waives the requirements that local public agencies (1) notice each teleconference location from which a board member will participate, (2) make each teleconference location accessible to the public, (3) allow the public to address the agency from each teleconference location, (4) post the agenda at each teleconference location, and (5) ensure that a quorum of the board participate in locations within the boundary of the agency. EO N-29-20 requires local public agencies that conduct public meetings telephonically to allow members of the public to observe and address the meeting telephonically or otherwise electronically.

Because indoor public gatherings remain restricted under the Governor's Executive Orders, regular Board Meetings will continue to be closed to in-person attendance by the public and conducted virtually for the time being. In accordance with EO N-29-20, the public may participate in the District's Board meeting by teleconference or web conference via the instructions provided below. Members of the public who participate in the meeting via teleconference or web conference will be given the opportunity to speak and address the Board, and their comments will be included in the audio recording of the meeting. The meeting materials will be available for download from the District's website at www.eid.org.

PUBLIC PARTICIPATION INSTRUCTIONS

Instructions to join the Board Meeting by telephone only

No accompanying computer or mobile device required. This option will allow participants to listen to Board meeting audio and address the Board during public comment periods by pressing *9 on the telephone keypad.

Dial **1.669.900.6833** and enter Meeting ID **945 6360 8941** when prompted.

Instructions to join the Board Meeting from your computer or mobile device

Click the following join link or copy and paste into your browser <https://zoom.us/j/94563608941>.

If the device being used *is* equipped with a microphone and speaker, participants may view the presentation live and listen to Board meeting audio. You may address the Board during public comment periods by clicking on the "raise a hand" button.

If the device being used *is not* equipped with a microphone, participants may view the presentation live and listen to Board meeting audio using the link above. Participants may address the Board during public comment periods by using the call in instructions above and pressing *9 on the telephone keypad.

Additionally, please note that before joining a Zoom meeting on a computer or mobile device, you can download the Zoom app from <https://zoom.us/download>. Otherwise, you will be prompted to download and install Zoom when you click a join link. You can also visit <https://zoom.us/test> at any time to familiarize yourself with Zoom.

CALL TO ORDER

Roll Call
Pledge of Allegiance
Moment of Silence

ADOPT AGENDA

COMMUNICATIONS

General Manager's Employee Recognition

PUBLIC COMMENT

COMMUNICATIONS

General Manager

Brief reports on District activities or items of interest to the public, including activities or developments that occur after the agenda is posted.

Clerk to the Board

Board of Directors

Brief reports on community activities, meetings, conferences and seminars attended by the Directors of interest to the District and the public.

APPROVE CONSENT CALENDAR

Action on items pulled from the Consent Calendar

CONSENT CALENDAR

1. Clerk to the Board (Sullivan)

Consider approving the minutes of the February 22, 2021 regular meeting of the Board of Directors.

Option 1: Approve as submitted.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

2. Office of the General Manager (Abercrombie)

Consider ratifying Resolution No. 2020-006 to maintain an emergency declaration regarding the COVID-19 pandemic.

Option 1: Ratify Resolution No. 2020-006 to maintain emergency declaration.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1 (*four-fifths vote required*).

3. Finance (Deakyne)

Consider awarding a contract to Cintas Corporation in the not-to-exceed amount of \$225,000 for uniform services and facility products for a term of 3 years from March 8, 2021 through March 7, 2024.

Option 1: Award a contract to Cintas Corporation in the not-to-exceed amount of \$225,000 for uniform services and facility products for a term of 3 years from March 8, 2021 through March 7, 2024.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

END OF CONSENT CALENDAR

ACTION ITEMS

4. Finance (Pasquarello)

Consider ratifying EID General Warrant Registers for the periods ending February 16 and February 23, 2021, and Board and Employee Expense Reimbursements for these periods.

Option 1: Ratify the EID General Warrant Register as submitted to comply with Section 24600 of the Water Code of the State of California. Receive and file Board and Employee Expense Reimbursements.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

5. Engineering (Mueller)

Consider adopting a resolution to dissolve the Cosumnes American Bear Yuba Joint Powers Authority created by the Joint Exercise of Powers Agreement, by and among the El Dorado County Water Agency, Nevada Irrigation District, Placer County Water Agency and El Dorado Irrigation District.

Option 1: Adopt a resolution to dissolve the Cosumnes American Bear Yuba Joint Powers Authority created by the Joint Exercise of Powers Agreement, by and among the El Dorado County Water Agency, Nevada Irrigation District, Placer County Water Agency and El Dorado Irrigation District.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

CLOSED SESSION

A. Conference with General Counsel — Anticipated Litigation (Leeper)

Government Code Sections 54956.9(d)(2) & (e)(2)

(one potential case: claim by Lisa Taylor for sewer-related property damages)

REVIEW OF ASSIGNMENTS

ADJOURNMENT

TENTATIVELY SCHEDULED ITEMS FOR FUTURE MEETINGS

Engineering

- Water Treatment Plant Assessment Phase 2 contract, Action, March 22 (Eden-Bishop/Dawson)

Information Technology

- Cisco Software Maintenance Renewal, Consent, March 22 (Ranstrom)
- Hansen Core Software Upgrade, Action, March 22 (Ranstrom)

Office of the General Counsel

- Recommended District positions on proposed state legislation, Action, March 22 (Leeper)

Office of the General Manager

- Key Performance Indicators update, Information, March 22 (Abercrombie)

Operations

- Caples Boat Launch CIP funding request, Consent, March 22 (Hawkins)

EL DORADO IRRIGATION DISTRICT
March 8, 2021

General Manager Communications

Awards and Recognitions

None

Staff Reports and Updates

- a) Long-term Weather Forecast and 2021 Water Supplies – Summary by Dan Corcoran
- b) Meter Reading Program—Open/Stuck Service Requests – Summary by Mark Price

General Manager Communications

March 8, 2021

Long-term Weather Forecast and 2021 Water Supplies

Although February started with more favorable precipitation patterns, the latter part of the month and early March continue to be generally dry. This overall pattern, considering a dry early winter, has necessitated some operational changes among the District's water supply portfolio. With diversions from Folsom Reservoir on hold until early April, diversions from Jenkinson Lake have been greater than usual over the past three months. This increased demand, coupled with overall continued dry conditions, has caused Jenkinson Lake levels to remain relatively consistent for about two months.

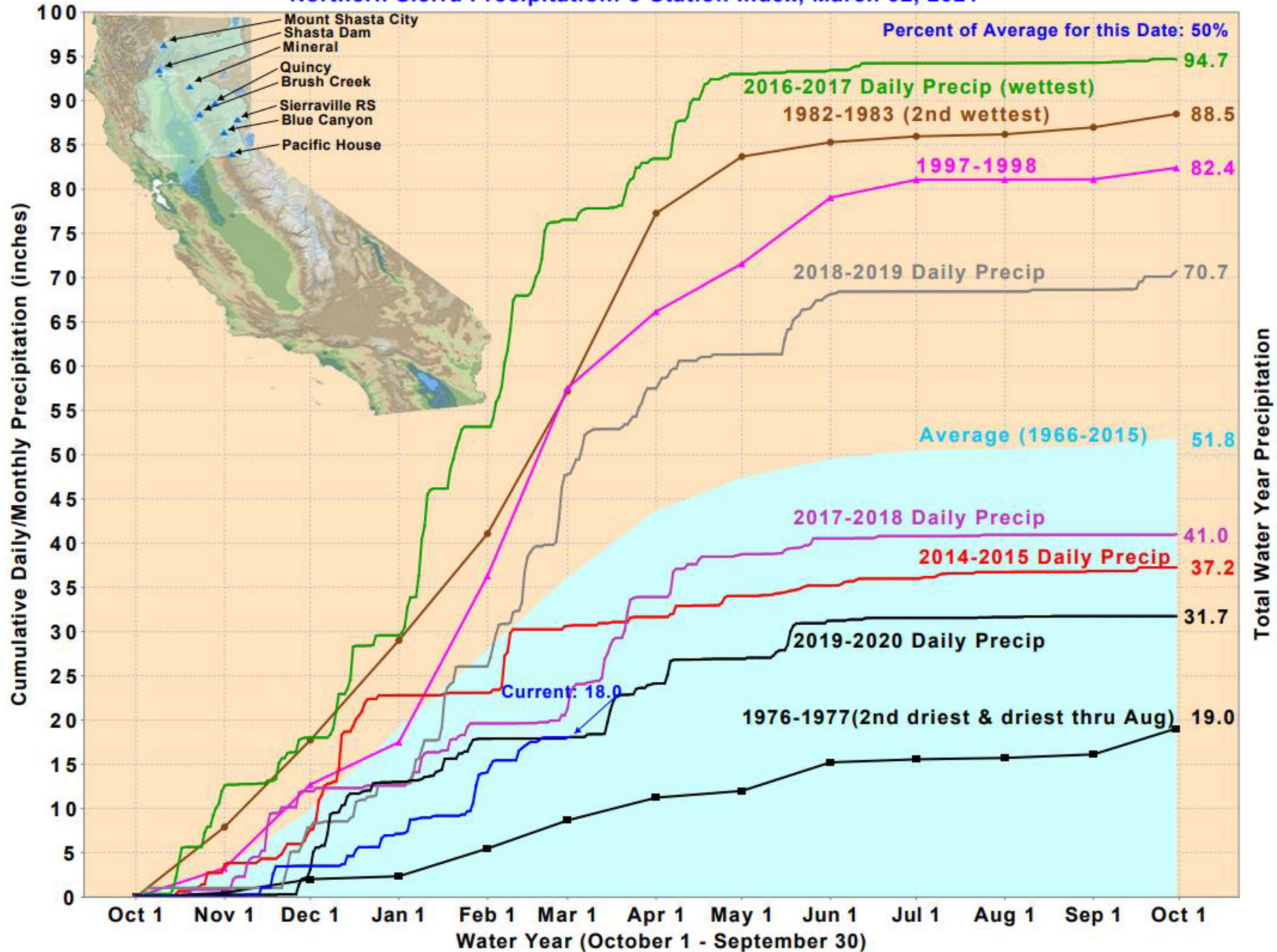
In response to current conditions and lack of forecasted precipitation, staff increased diversions through Hazel Creek Tunnel to 40cfs on March 1. Absent a significant change in weather patterns, staff anticipates maintaining these diversions for at least a month to meet 2021 demand while also being ready for potentially dry conditions into 2022.

During the Board meeting, staff will present the latest National Oceanic and Atmospheric Administration (NOAA) forecasts, Department of Water Resources (DWR) cooperative snow surveys, and selected regional snow pillow information for the area affecting Project 184 diversions. Staff will also provide a status regarding storage levels within the District's water supply reservoirs. Since Board packets are published on the Wednesday prior to the Board meeting, several of the slides presented at the Board meeting are anticipated to be updated with more current data than was included in the Board packet as hydrologic conditions change.

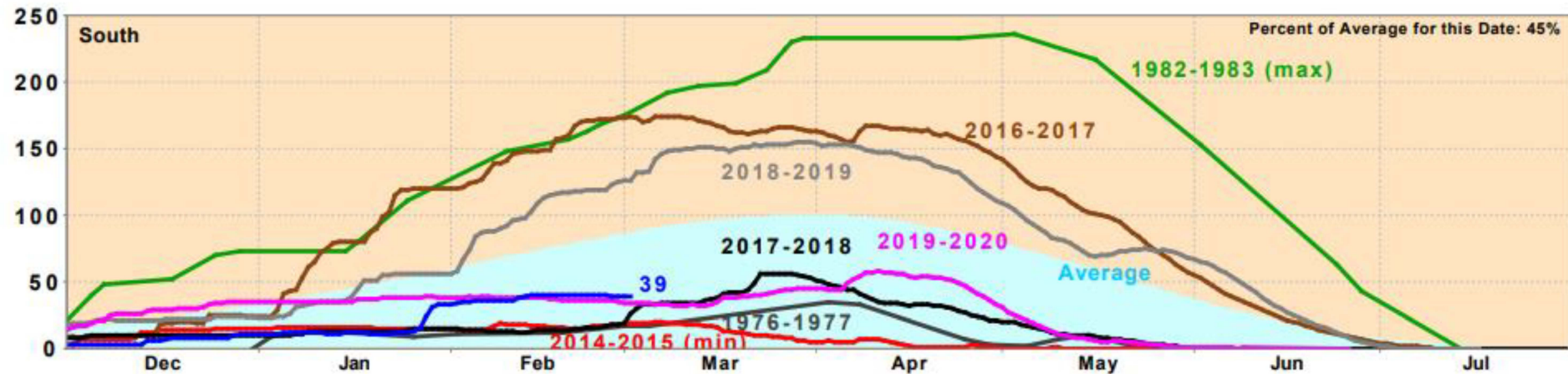
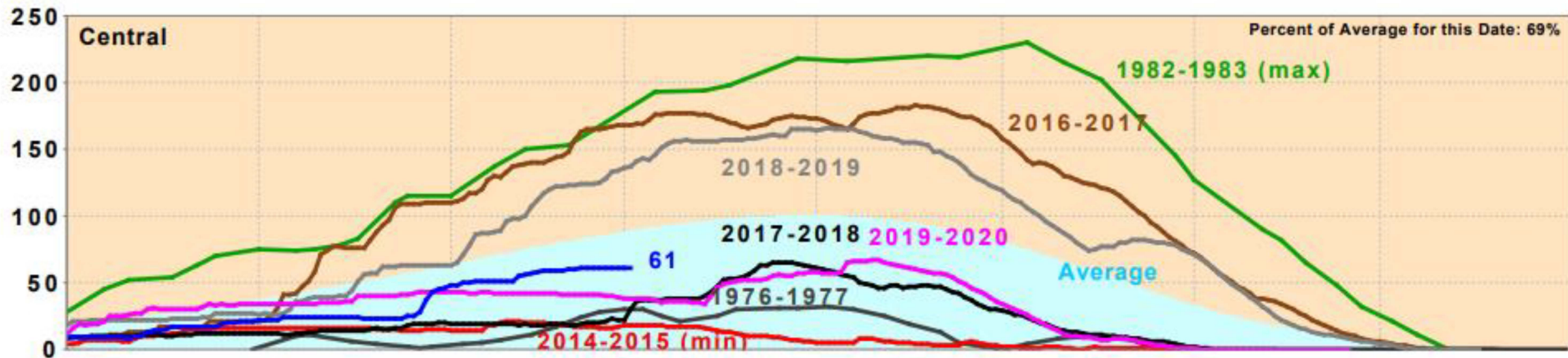
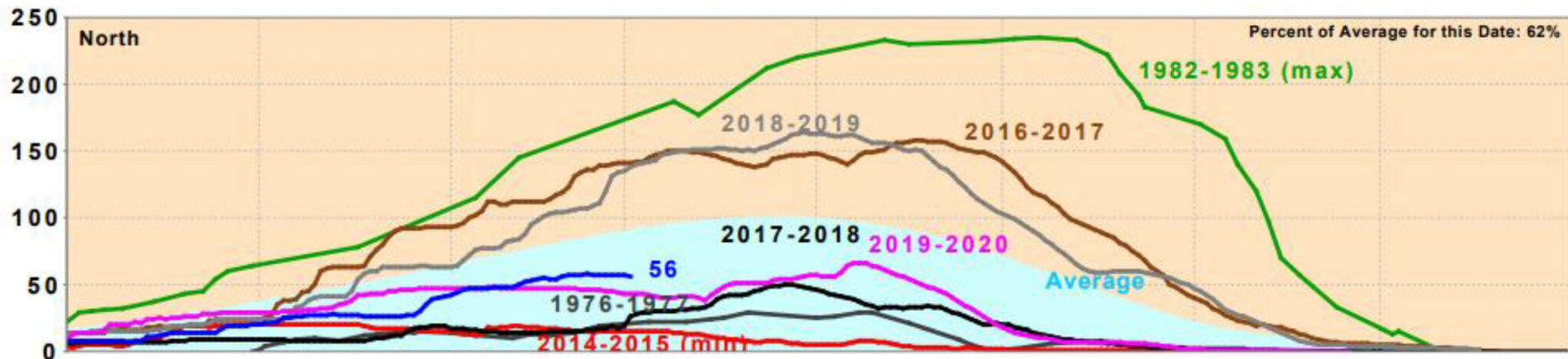
WATER SUPPLY AND FORECAST --- UPDATE

March 8, 2021

Northern Sierra Precipitation: 8-Station Index, March 02, 2021



California Snow Water Content, March 2, 2021, Percent of April 1 Average



SNOWPACK – INCHES OF WATER CONTENT

Course	Mar 1 (in)	Mar 1 Avg (in)	Apr 1 Avg (in)	Mar 1 Percent	Apr 1 Percent
107 – Caples Lake	20.5	26.15	29.1	78%	70%
106 – Upper Carson	21.5	30.7	33.8	70%	64%
331 – Lower Carson	22.5	32.93	36.8	68%	61%

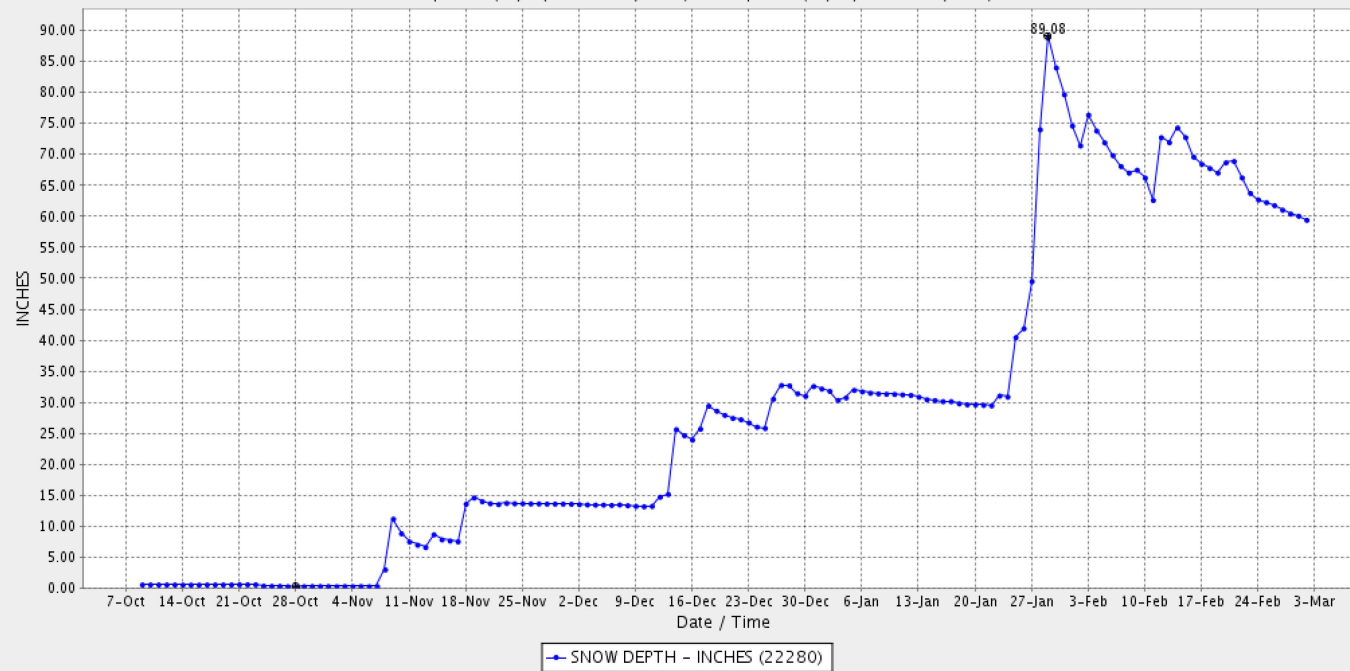
REMOTE SENSING STATIONS

Sensor	March 2 (in)	Feb 23 (in)	April 1 Avg (in)	Percent Avg
Carson Pass	17.6	17.7	n/a	n/a
Caples Lake	20.6	20.9	30.9	67%
Silver Lake	18.2	18.3	22.7	80%

SILVER LAKE (SIL)

Date from 10/08/2020 13:03 through 03/02/2021 13:03 Duration : 145 days

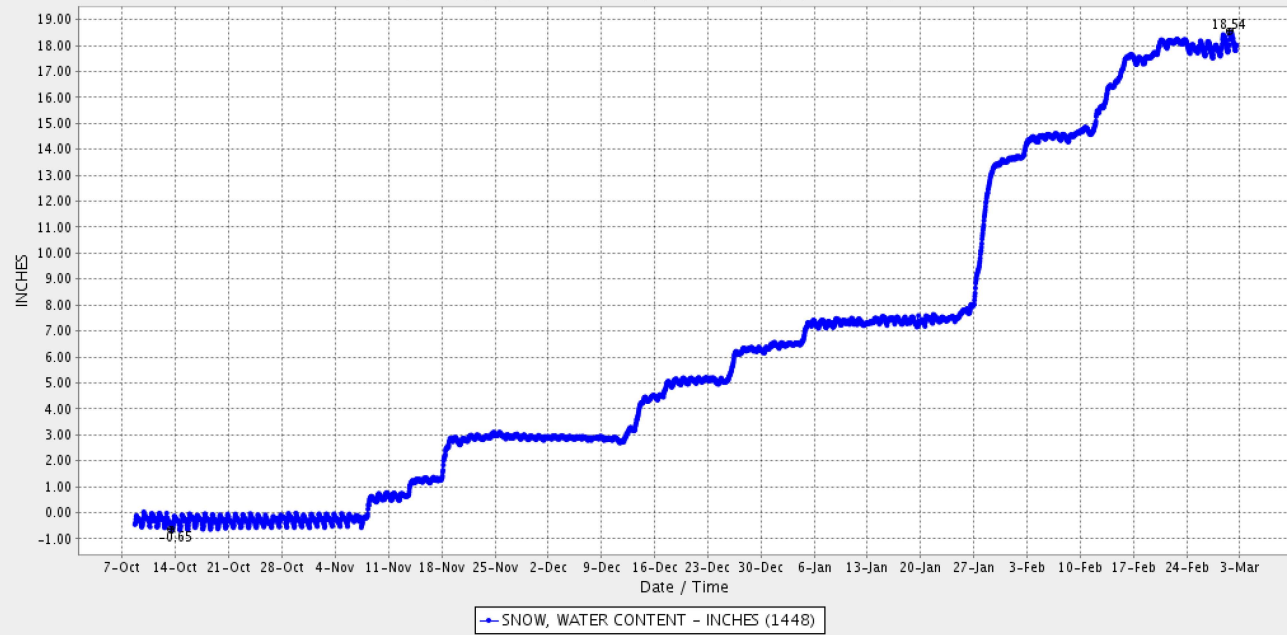
Max of period : (01/29/2021 00:00, 89.08) Min of period : (10/28/2020 00:00, 0.29)



SILVER LAKE (SIL)

Date from 10/08/2020 13:01 through 03/02/2021 13:01 Duration : 145 days

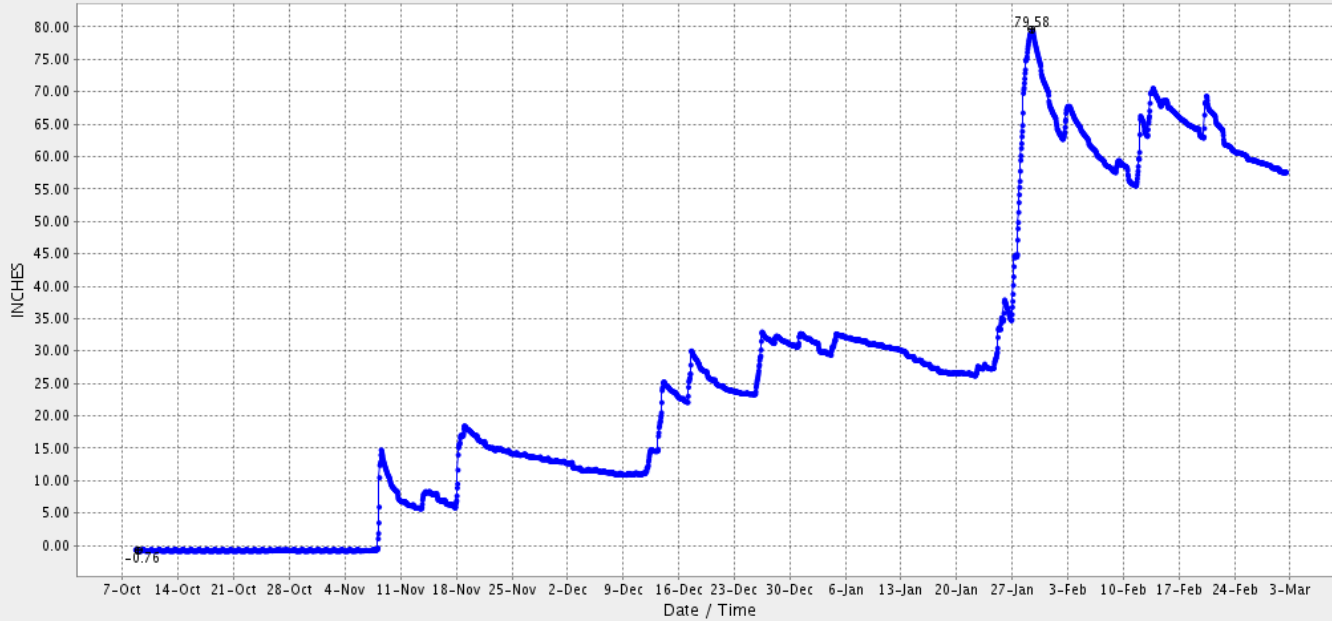
Max of period : (03/01/2021 16:00, 18.54) Min of period : (10/13/2020 11:00, -0.65)



CAPLES LAKE (CAP)

Date from 10/08/2020 13:04 through 03/02/2021 13:04 Duration : 145 days

Max of period : (01/29/2021 10:00, 79.58) Min of period: (10/09/2020 00:00, -0.76)

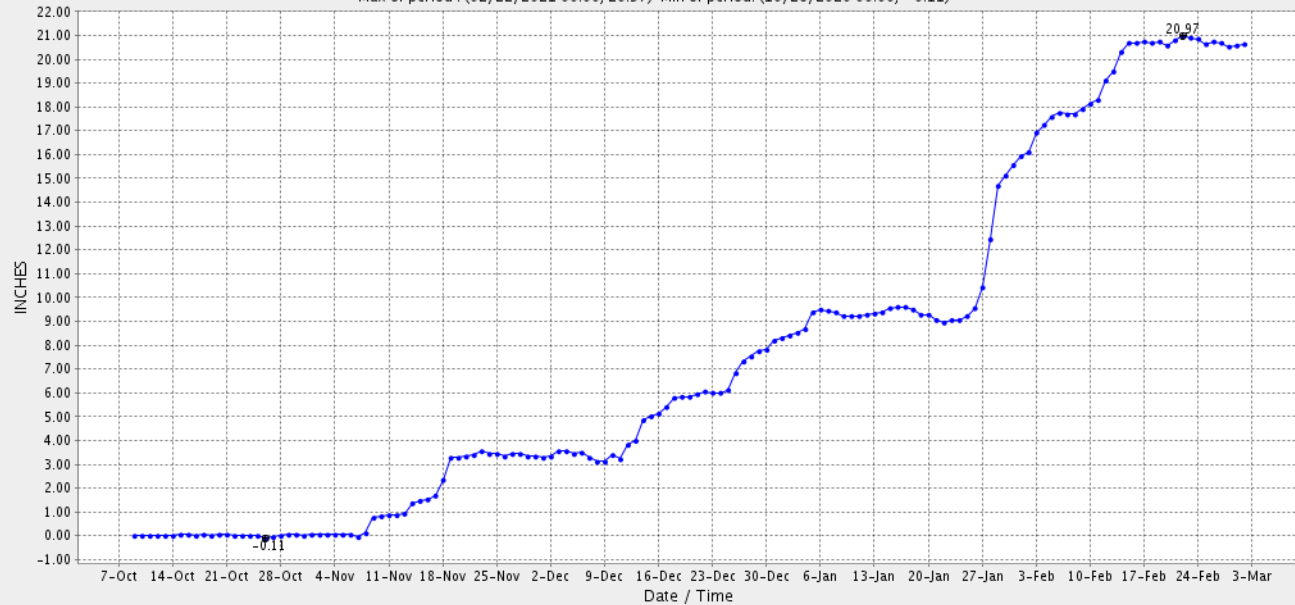


— SNOW DEPTH - INCHES (8201)

CAPLES LAKE (CAP)

Date from 10/08/2020 13:04 through 03/02/2021 13:04 Duration : 145 days

Max of period : (02/22/2021 00:00, 20.97) Min of period: (10/26/2020 00:00, -0.11)

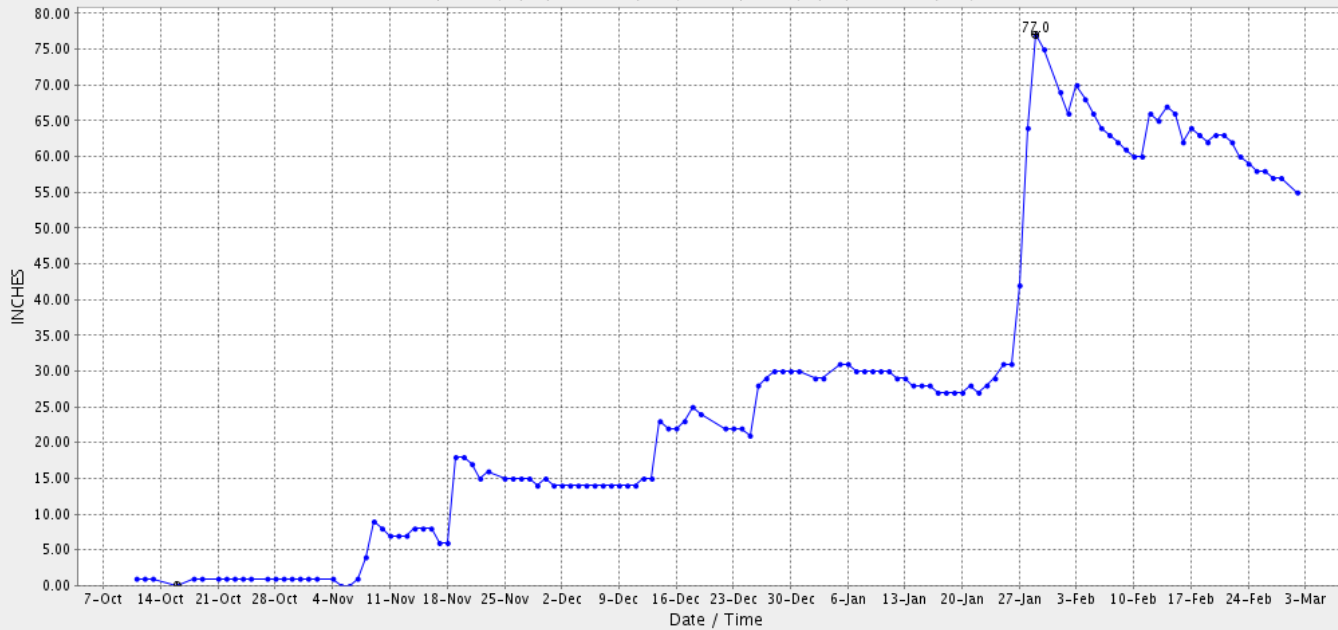


— SNOW, WATER CONTENT - INCHES (2375)

CARSON PASS (CXS)

Date from 10/08/2020 13:07 through 03/02/2021 13:07 Duration : 145 days

Max of period : (01/29/2021 00:00, 77.0) Min of period : (10/16/2020 00:00, 0.0)

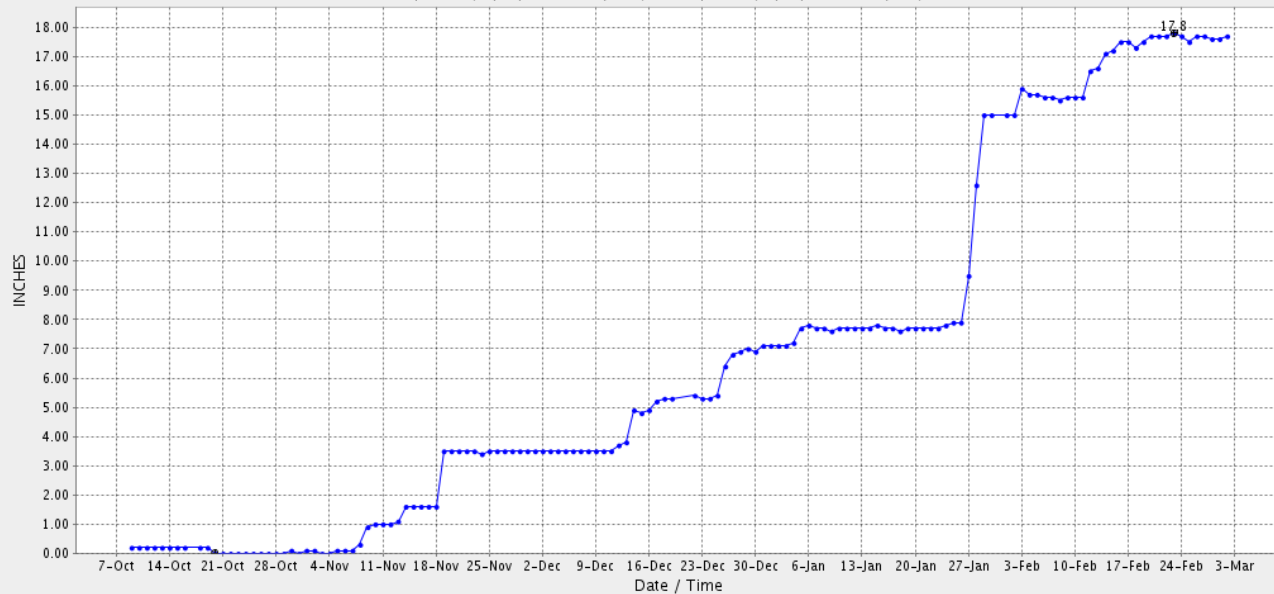


— SNOW DEPTH - INCHES (11841)

CARSON PASS (CXS)

Date from 10/08/2020 13:15 through 03/02/2021 13:15 Duration : 145 days

Max of period : (02/23/2021 00:00, 17.8) Min of period : (10/20/2020 00:00, 0.0)



— SNOW, WATER CONTENT - INCHES (11840)

CURRENT STORAGE CONDITIONS (MARCH 2)

Reservoir	Storage (acre-feet)	Maximum Storage	Typically fills
Caples Lake	12,850	22,340	No
Silver Lake	410	8,640	Yes
Echo Lake	0	1,943	Yes
Lake Aloha	15	5,003	Yes
Jenkinson Lake	26,650	41,033	No
Folsom Reservoir	346,500	975,000	No
Weber Reservoir	600	1,125	Yes

OPERATIONAL REQUIREMENTS AND COMMITMENTS

- Water Right Permit 21112
- Division of Safety of Dams
- Federal Energy Regulatory Commission
- El Dorado Relicensing Settlement Agreement
- League to Save Sierra Lakes Agreement
- State Water Resources Control Board Water Quality Certification

CAPLES OPERATIONAL CONDITIONS

Minimum streamflow requirements

Caples Creek Below Caples Lake Dam						
Month	Minimum Streamflow by Water Year (cfs)					
	CD	DRY	BN	AN	WET	
OCT	5	5	5	5	5	
NOV	5	6 or NF	8 or NF	10 or NF	10 or NF	
DEC	5	7 or NF	10 or NF	10 or NF	10 or NF	
JAN	5	7 or NF	10 or NF	15 or NF	15 or NF	
FEB	5	7 or NF	10 or NF	15 or NF	15 or NF	
MAR	5	10 or NF	15 or NF	20 or NF	20 or NF	
APR	10	12 or NF	18 or NF	25 or NF	25 or NF	
MAY	14	27 or NF	40 or NF	55 or NF	55 or NF	
JUNE	14	28 or NF	42 or NF	55 or NF	55 or NF	
JULY	12	25 or NF	35 or NF	50 or NF	50 or NF	
AUG	5	5	6 or NF	8 or NF	8 or NF	
SEPT	5	5	5	5	5	

Caples Operational Conditions

Target lake-levels

Caples Lake		End of Month Lake Levels by Water Year				
Month		In Acre-Foot				
		CD	DRY	BN	AN	WET
JUNE		18704	18704	22338	22338	22338
JULY		18413	18646	22089	22338	22338
AUGUST		14376	14376	18006	18006	18006
SEPT		14376	14376	18006	18006	18006

Caples Operational Conditions

Pulse flow releases from Caples Lake

Caples Creek at Outlet



Silver Operational Conditions

Minimum streamflow requirements

Silver Fork American River Below Silver Lake Dam		
Month		
		ALL
OCT		4 or NF
NOV		4 or NF
DEC		4 or NF
JAN		4 or NF
FEB		4 or NF
MAR		4 or NF
APR		4 or NF
MAY		4 or NF
JUNE		4 or NF
JULY		4 or NF
AUG		4 or NF
SEPT		4 or NF

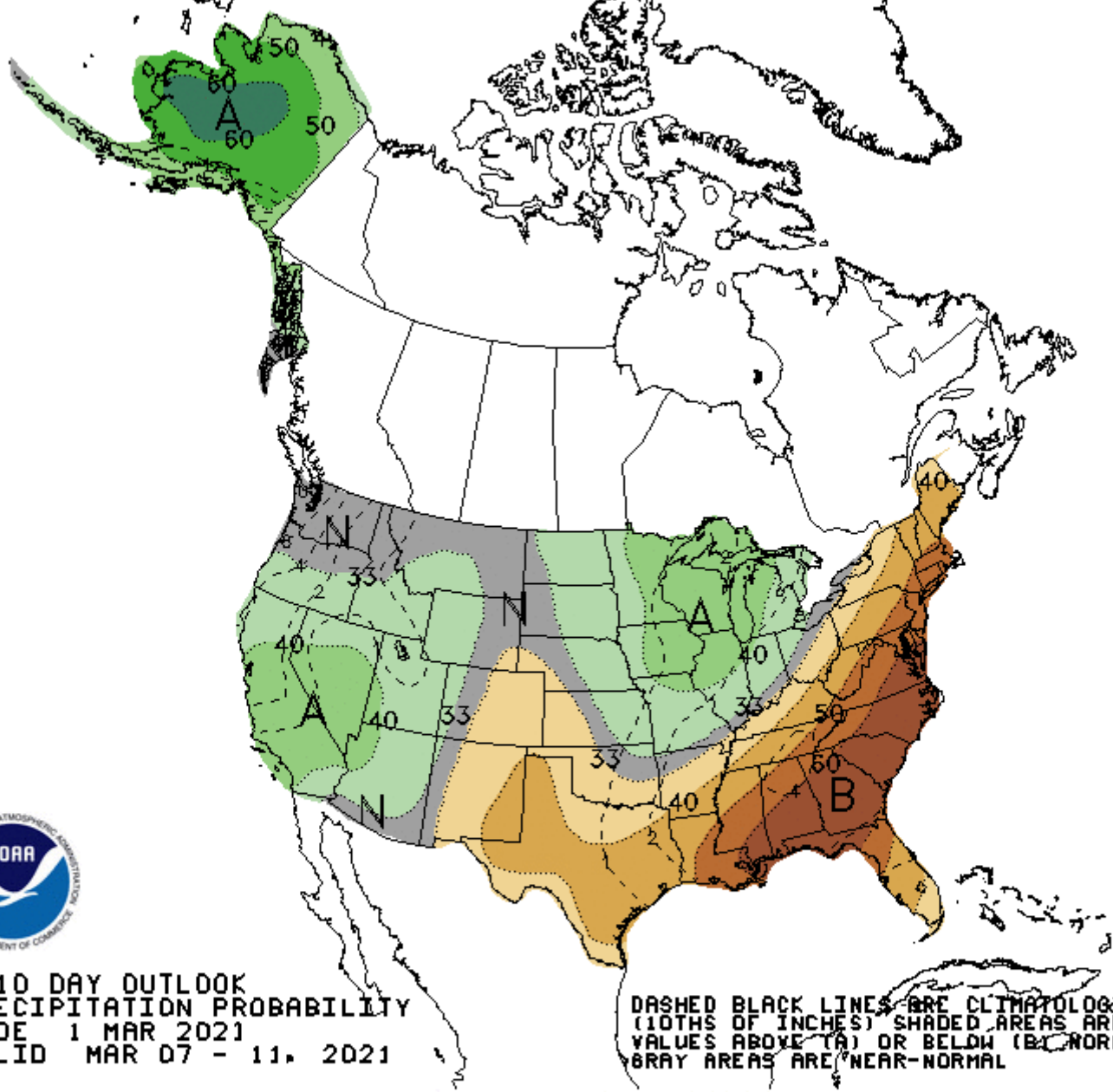
- No discretionary releases until after September 16 each year

Silver Operational Conditions

Target Lake Levels

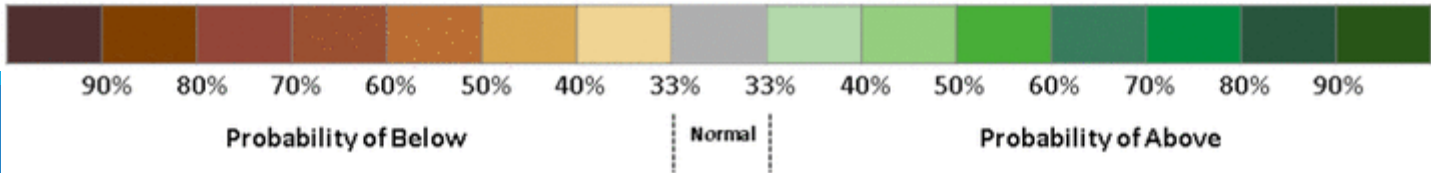
Date	Min. Lake Level (G.H. in Feet)	Min. Storage (AF)	League Criteria	League Min. Level (G.H.)	League Min. Storage (AF)
Summer – Labor Day	High as Possible (No Discretionary Releases)				
Labor Day – Sept. 15 w/o any Stage 1, 2 or 3 ISO Notice	High as Possible (No Discretionary Releases)				
Sept. 15 - Sept. 30	12.0 (I)	3756 AF			
September 30			≥ Above Normal < Above Normal	14.4 13.0	4742 AF 4156 AF
October 15			≥ Above Normal < Above Normal	11.0 10.3	3370 AF 3109 AF
Nov. 1	7.4	2111 AF			

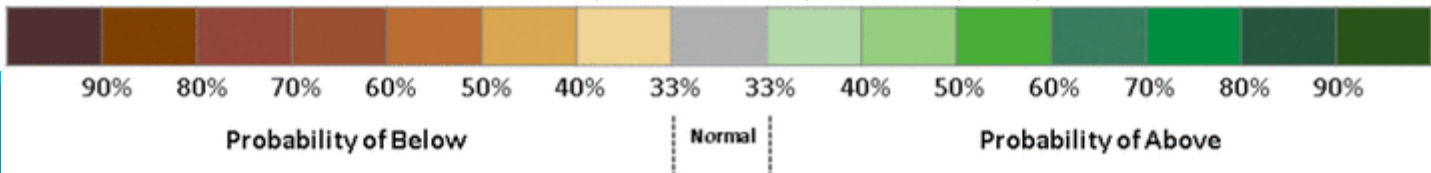
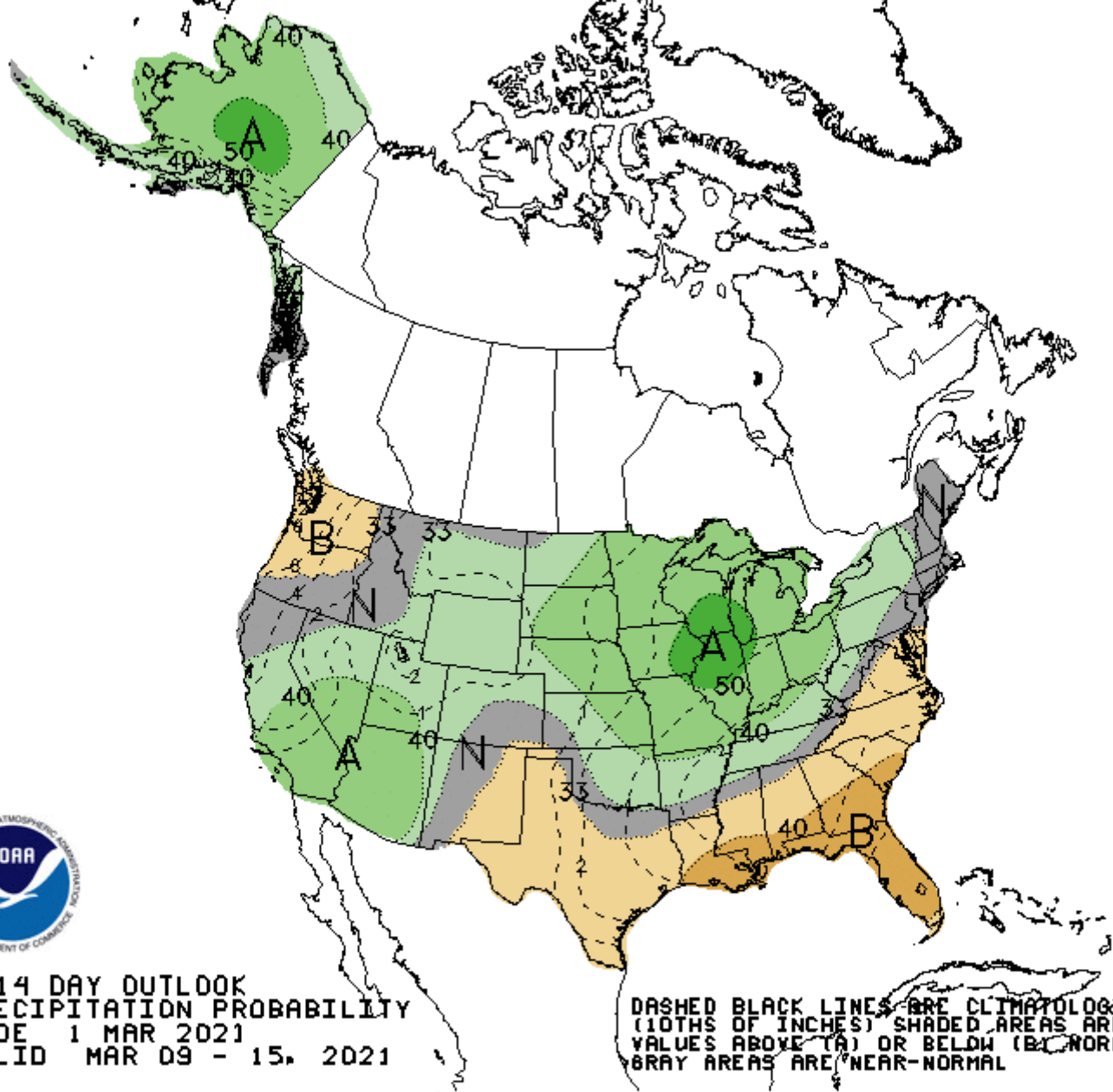
Looking Ahead

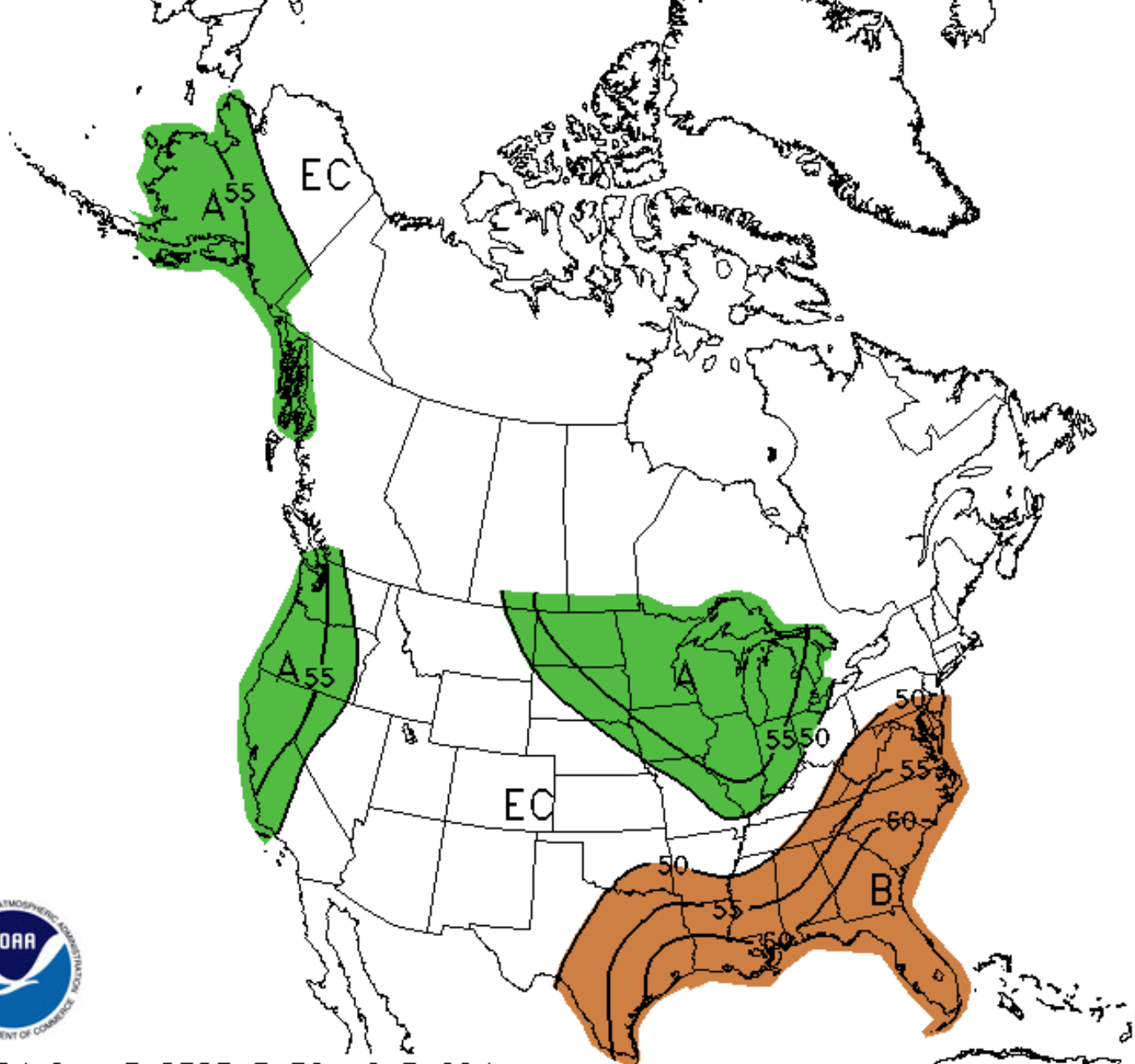


6-10 DAY OUTLOOK
 PRECIPITATION PROBABILITY
 MADE 1 MAR 2021
 VALID MAR 07 - 11, 2021

DASHED BLACK LINES ARE CLIMATOLOGY
 (10THS OF INCHES) SHADED AREAS ARE FCS
 VALUES ABOVE (A) OR BELOW (B) NORMAL
 GRAY AREAS ARE NEAR-NORMAL

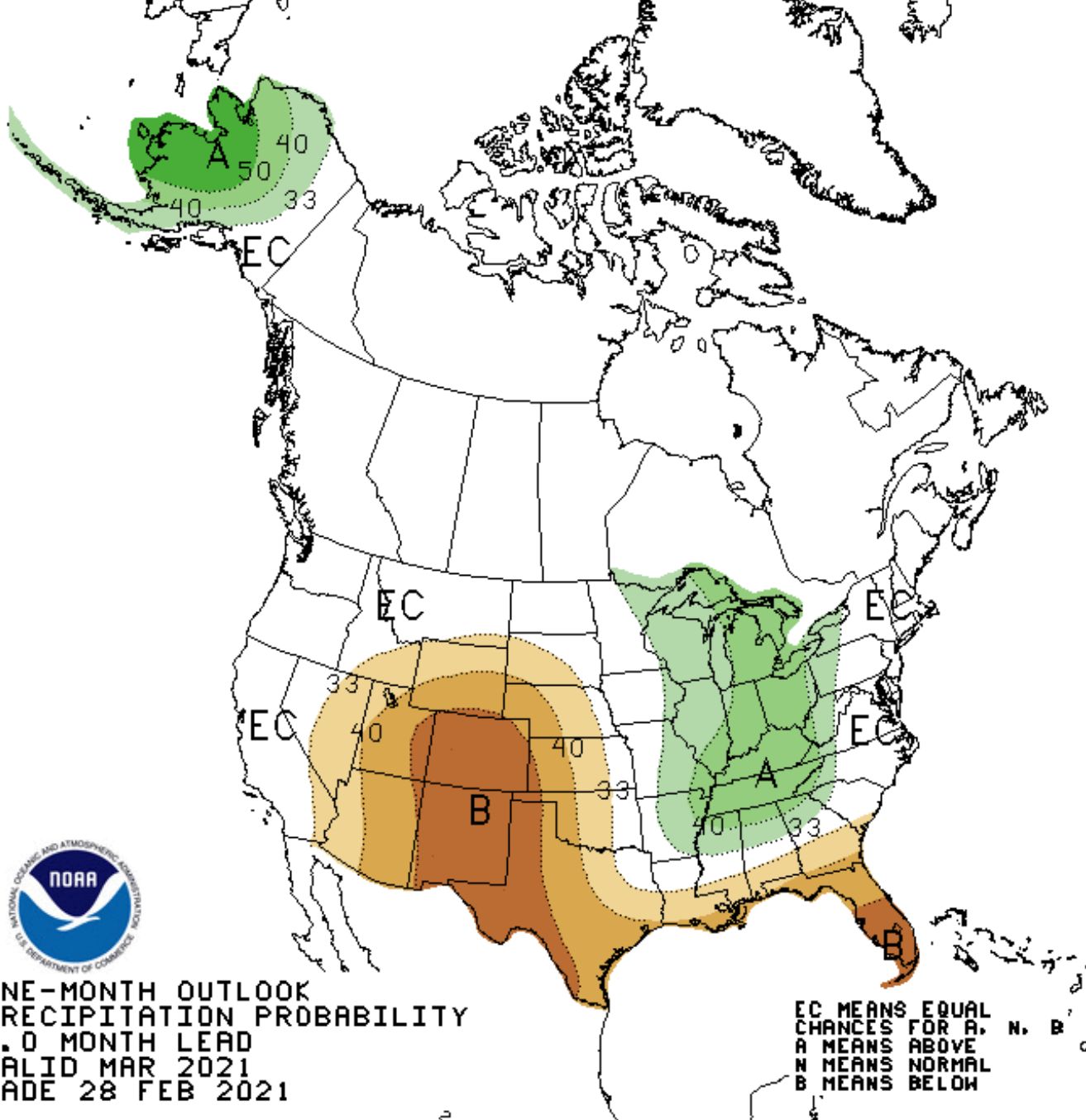




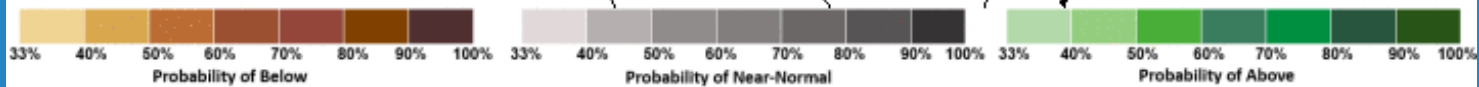


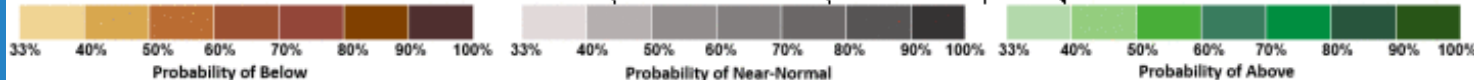
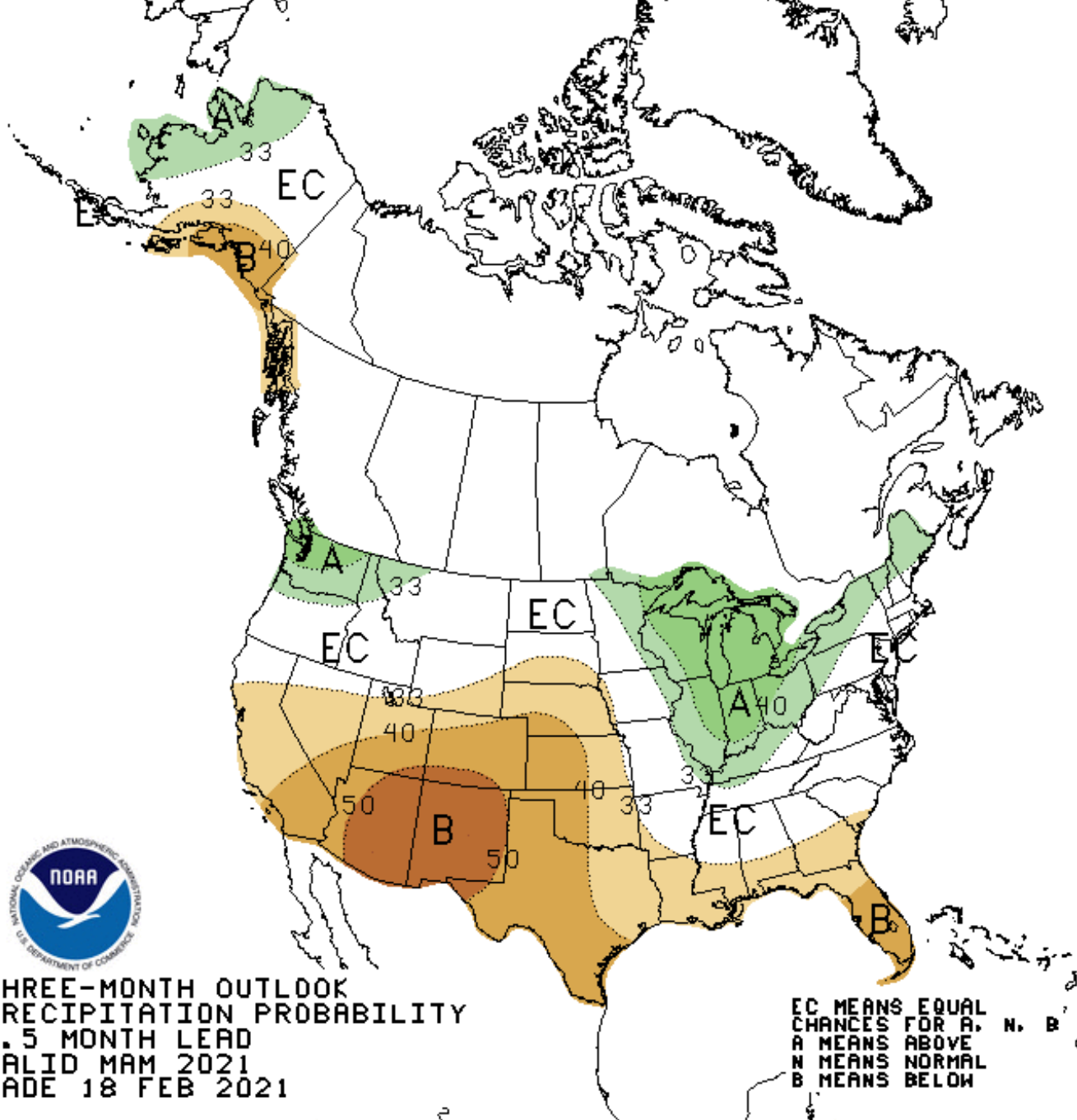
WEEK 3-4 EXPERIMENTAL OUTLOOK
 PRECIPITATION PROBABILITY
 MADE 26 FEB 2021
 VALID MAR 13 - 26, 2021

EC MEANS 50/50 CHANCES
 FOR ABOVE OR BELOW
 A MEANS ABOVE NORMAL
 B MEANS BELOW NORMAL



ONE-MONTH OUTLOOK
 PRECIPITATION PROBABILITY
 0.0 MONTH LEAD
 VALID MAR 2021
 MADE 28 FEB 2021

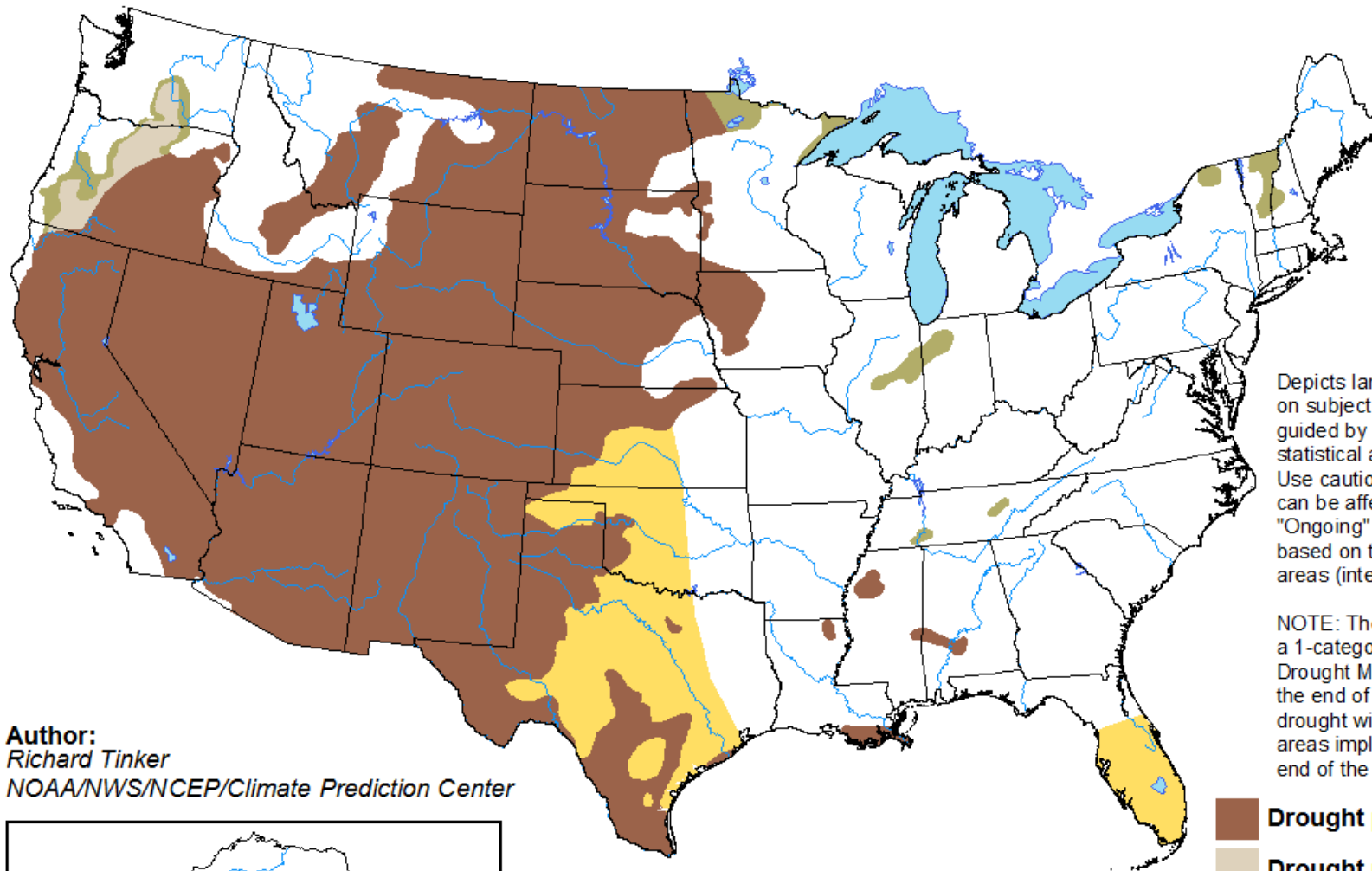




U.S. Seasonal Drought Outlook

Drought Tendency During the Valid Period





Valid for February 18 - May 31, 2021
Released February 18

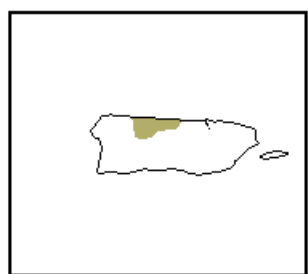
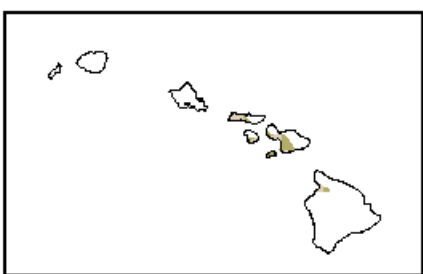
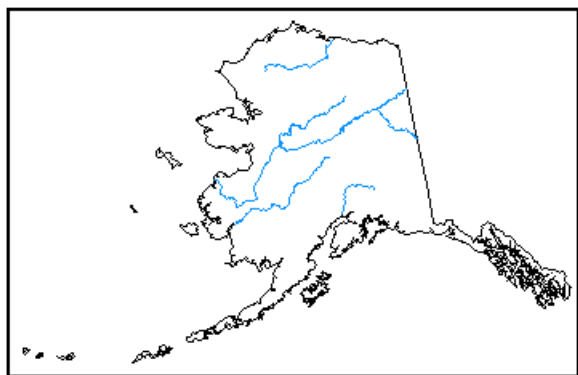


Depicts large-scale trends based on subjectively derived probabilities guided by short- and long-range statistical and dynamical forecasts. Use caution for applications that can be affected by short lived events. "Ongoing" drought areas are based on the U.S. Drought Monitor areas (intensities of D1 to D4).

NOTE: The tan areas imply at least a 1-category improvement in the Drought Monitor intensity levels by the end of the period, although drought will remain. The green areas imply drought removal by the end of the period (D0 or none).

Author:
Richard Tinker
NOAA/NWS/NCEP/Climate Prediction Center

-  Drought persists
-  Drought remains but improves
-  Drought removal likely
-  Drought development likely



<http://go.usa.gov/3eZ73>

NEXT STEPS

- Regular review of short- and long-term forecasts
- Ensure adequate storage in Sly Park
 - Maintain Hazel Creek Tunnel diversions as long as needed
- Next Board Update April 12th

QUESTIONS?

General Manager Communications

March 8, 2021

Meter Reading Program—Open/Stuck Service Requests

The District currently has approximately 48,000 meters within a 220-square-mile service area that are read approximately every two months for billing.

During the 2020 budget process, District staff identified the need for an additional position within the Meter Services group to assist in addressing open/stuck service requests. In mid-2019, staff presented information regarding the meter reading process for the District and reported 480 outstanding open/stuck service requests. By the beginning of 2020, the open/stuck service requests exceeded 600. Replacing open/stuck meters will provide our customers with accurate bills and reduce the District's loss in revenue.

With the addition of the new position, open/stuck service requests have decreased to an average of less than 300 for the final eight months of 2020, meeting the target of 300 or less open/stuck service requests. As meters fail or are in difficult areas to access, we upgrade them to the Automated Meter Reading (AMR) system. All new installations include AMR meters. If a meter is found to be stuck, it is either repaired or upgraded.

Currently, there are approximately 400 open/stuck requests that need to be investigated. Staff will prioritize the replacements of the meters in 2021 to meet our goals of meeting 300 or fewer stuck meters at any one time.

Meter Reading Program

- District currently has approximately 48,000 meters within a 220-square-mile service area
- In 2019, staff reported over 480 open/stuck meter requests
 - 1st Qtr. 2020 requests exceeded 600
 - Stuck = meters that do not accurately measure water usage
- Board approved new meter technician for 2020

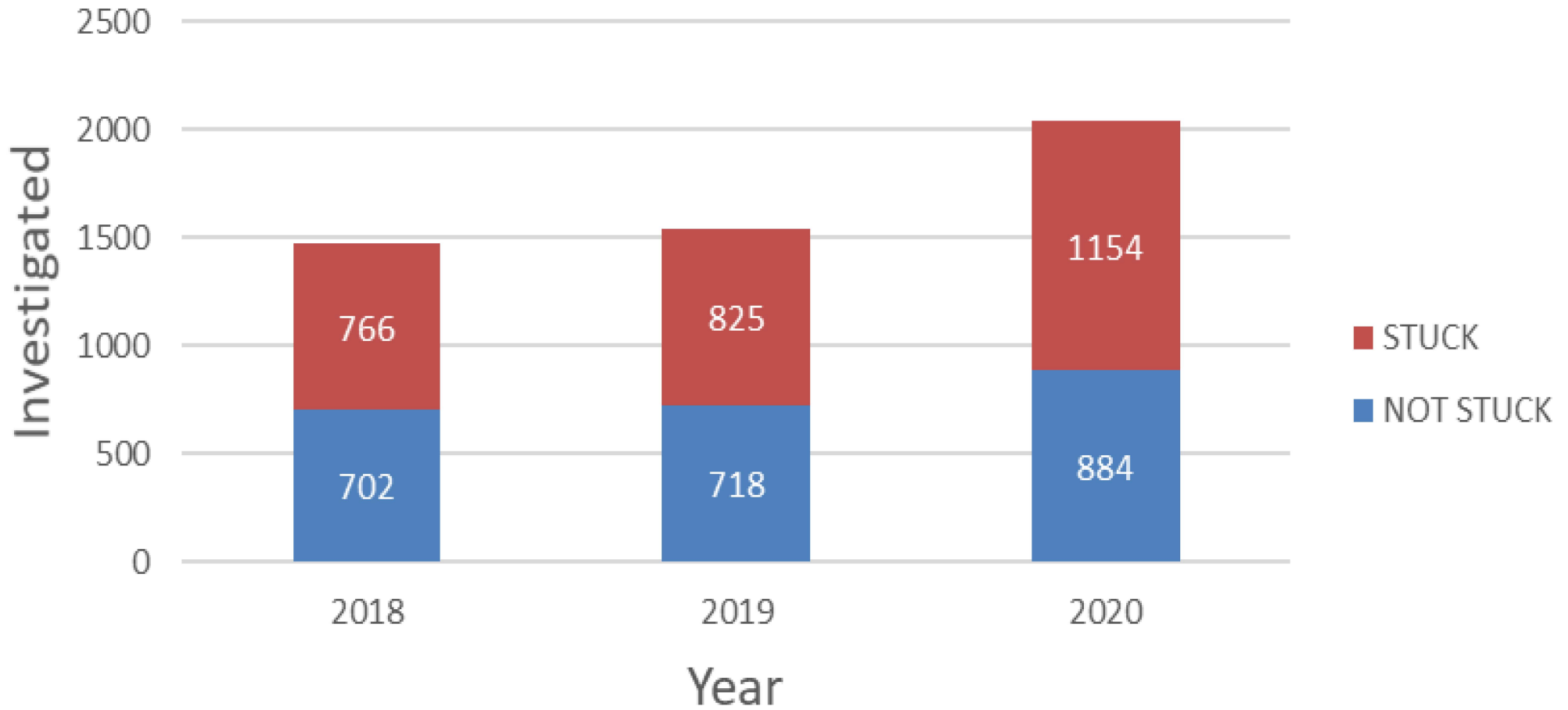
Open/Stuck Service Requests			
	2019	2020	2021
January		640	355
February		656	487
March		640	
April		522	
May		412	
June		272	
July		308	
August		213	
September		192	
October	561	227	
November	464	209	
December	569	442	
Average	531	394	421

Goal = <300

Stuck Service Request Results

	2018		2019		2020	
	Total 1,468		Total 1,543		Total 2,038	
	NOT STUCK	STUCK	NOT STUCK	STUCK	NOT STUCK	STUCK
JANUARY	58	81	120	142	45	91
FEBRUARY	61	100	91	194	140	94
MARCH	82	94	23	62	83	138
APRIL	82	81	44	40	99	156
MAY	88	85	99	36	126	84
JUNE	76	76	21	14	83	145
JULY	56	38	86	36	65	105
AUGUST	37	75	54	82	45	96
SEPTEMBER	54	15	26	40	47	135
OCTOBER	58	27	102	99	25	38
NOVEMBER	10	45	13	21	36	22
DECEMBER	40	49	39	59	90	50
TOTAL	702	766	718	825	884	1,154
	48%	52%	47%	53%	43%	57%

Stuck Service Request Results



Summary

- Open/Stuck service requests were increasing
 - In 2018, 1,468 meters investigated; 766 stuck; average 500+ open/stuck per month
 - In 2019, 1,543 meters investigated; 825 stuck; average 500-600 open/stuck per month
- Board approved new meter technician for 2020
 - In 2020, 2,038 meters investigated, 1,154 stuck; average <400 open/stuck per month
 - Last 8 months of 2020, open/stuck per month <300



MINUTES

REGULAR MEETING OF THE BOARD OF DIRECTORS

February 22, 2021 — 9:00 A.M.

Board of Directors

Pat Dwyer—Division 2
President

Lori Anzini—Division 4
Vice President

George Osborne—Division 1
Director

Brian K. Veerkamp—Division 3
Director

Alan Day—Division 5
Director

Executive Staff

Jim Abercrombie
General Manager

Brian D. Poulsen, Jr.
General Counsel

Jennifer Sullivan
Clerk to the Board

Jesse Saich
Communications

Brian Mueller
Engineering

Mark Price
Finance

Jose Perez
Human Resources

Tim Ranstrom
Information Technology

Dan Corcoran
Operations

PUBLIC COMMENT: Anyone wishing to comment about items not on the Agenda may do so during the public comment period. Those wishing to comment about items on the Agenda may do so when that item is heard and when the Board calls for public comment. Public comments are limited to five minutes per person.

PUBLIC RECORDS DISTRIBUTED LESS THAN 72 HOURS BEFORE A MEETING: Any writing that is a public record and is distributed to all or a majority of the Board of Directors less than 72 hours before a meeting shall be available for immediate public inspection in the office of the Clerk to the Board at the address shown above. Public records distributed during the meeting shall be made available at the meeting.

AMERICANS WITH DISABILITIES ACT: In accordance with the Americans with Disabilities Act (ADA) and California law, it is the policy of El Dorado Irrigation District to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation for this meeting, please contact the EID ADA coordinator at 530-642-4045 or email at adacoordinator@eid.org at least 72 hours prior to the meeting. Advance notification within this guideline will enable the District to make reasonable accommodations to ensure accessibility.

Please take notice, as a result of the COVID-19 pandemic, California Governor Gavin Newsom issued Executive Order (EO) N-29-20, which waives certain requirements of the Ralph M. Brown Act (Brown Act) in order to prevent gatherings and slow the spread of COVID-19. Specifically, EO N-29-20 waives the requirements that local public agencies (1) notice each teleconference location from which a board member will participate, (2) make each teleconference location accessible to the public, (3) allow the public to address the agency from each teleconference location, (4) post the agenda at each teleconference location, and (5) ensure that a quorum of the board participate in locations within the boundary of the agency. EO N-29-20 requires local public agencies that conduct public meetings telephonically to allow members of the public to observe and address the meeting telephonically or otherwise electronically.

Because indoor public gatherings remain restricted under the Governor's Executive Orders, regular Board Meetings will continue to be closed to in-person attendance by the public and conducted virtually for the time being. In accordance with EO N-29-20, the public may participate in the District's Board meeting by teleconference or web conference via the instructions provided below. Members of the public who participate in the meeting via teleconference or web conference will be given the opportunity to speak and address the Board, and their comments will be included in the audio recording of the meeting. The meeting materials will be available for download from the District's website at www.eid.org.

PUBLIC PARTICIPATION INSTRUCTIONS

Instructions to join the Board Meeting by telephone only

No accompanying computer or mobile device required. This option will allow participants to listen to Board meeting audio and address the Board during public comment periods by pressing *9 on the telephone keypad.

Dial **1.669.900.6833** and enter Meeting ID **945 6360 8941** when prompted.

Instructions to join the Board Meeting from your computer or mobile device

Click the following join link or copy and paste into your browser <https://zoom.us/j/94563608941>.

If the device being used *is* equipped with a microphone and speaker, participants may view the presentation live and listen to Board meeting audio. You may address the Board during public comment periods by clicking on the "raise a hand" button.

If the device being used *is not* equipped with a microphone, participants may view the presentation live and listen to Board meeting audio using the link above. Participants may address the Board during public comment periods by using the call in instructions above and pressing *9 on the telephone keypad.

Additionally, please note that before joining a Zoom meeting on a computer or mobile device, you can download the Zoom app from <https://zoom.us/download>. Otherwise, you will be prompted to download and install Zoom when you click a join link. You can also visit <https://zoom.us/test> at any time to familiarize yourself with Zoom.

CALL TO ORDER

President Dwyer called the meeting to order at 9:00 A.M.

Roll Call Board

Present: Directors Osborne, Dwyer, Veerkamp and Anzini. All Directors participated via video conference.

Absent: Director Day

Staff

Present: General Manager Abercrombie, Senior Deputy General Counsel Leeper and Board Clerk Sullivan

Absent: General Counsel Poulsen

Pledge of Allegiance and Moment of Silence

President Dwyer led the Pledge of Allegiance.

ADOPT AGENDA

ACTION: Agenda was adopted.

MOTION PASSED

Ayes: Directors Veerkamp, Anzini, Osborne and Dwyer

Absent: Director Day

COMMUNICATIONS

Awards and Recognitions

- a) The District would like to recognize Camp 5 staff members Tilde Diaz, Steve Laguna, and Ryan Rodriguez for their recent efforts to maintain the Crawford Ditch system, which was recognized and appreciated by District customer Robert Noriega. In his email, Mr. Noriega wrote "I wanted to state that over the past 3 years the service and support via the smooth running and cleanup of the Ditch water was exceptional. There was no interruption in water flow due to blockage and I actually saw workers inspecting and performing cleanup. I sincerely hope this level of exceptional service and cleanup continues and my thanks to the person in charge and the workers who have done a great job." Thank you Tilde, Steve, and Ryan for your efforts in embodying the District's Guiding Principle of Excellent Customer Service. Outstanding work and recognition well-earned!
- b) The District received an email from Andrew Hinkley, EID customer in appreciation of Joe Wicks. While Joe was performing a re-read of the meter at the Hinkley resident due to high usage, he noticed the meter was continuously turning which may indicate a leak. Joe promptly notified the customer to avoid possible water waste and increase in the customer's bill. Great job, Joe!
- c) EID receives ACWA/JPIA "President's Special Recognition Award" for its Workers' Compensation Program – Summary by Daniel Newsom

PUBLIC COMMENT

Jeff Smith

COMMUNICATIONS

General Manager

a) Recent Florida Water Treatment Plant Cyberattack – Summary by Tim Ranstrom

Clerk to the Board

None

Board of Directors

Director Osborne reported several communications with local residents regarding District services.

Director Veerkamp reported that he is working with the Texas Hill Fire Safe Council on a fire safe plan. He also reported several communications with customers regarding District services.

APPROVE CONSENT CALENDAR

ACTION: Consent Calendar was approved.

MOTION PASSED

Ayes: Directors Osborne, Veerkamp, Dwyer and Anzini

Absent: Director Day

CONSENT CALENDAR

1. Clerk to the Board (Sullivan)

Consider approving the minutes of the February 8, 2021 regular meeting of the Board of Directors.

ACTION: Option 1: Approved as submitted.

MOTION PASSED

Ayes: Directors Osborne, Veerkamp, Dwyer and Anzini

Absent: Director Day

2. Office of the General Manager (Abercrombie)

Consider ratifying Resolution No. 2020-006 to maintain an emergency declaration regarding the COVID-19 pandemic.

ACTION: Option 1: Ratified Resolution No. 2020-006 to maintain emergency declaration.

MOTION PASSED

Ayes: Directors Osborne, Veerkamp, Dwyer and Anzini

Absent: Director Day

3. Operations

Consider authorizing additional funding in the amount of \$10,000 for capitalized labor, \$25,000 for utility services and \$5,000 for materials associated with the FERC C51.1 and 51.2 RM Caples Auxiliary Dam and Boat Launch Project, Project No. 10007.

ACTION: Option 1: Authorized additional funding in the amount of \$10,000 for capitalized labor, \$25,000 for utility services and \$5,000 for materials associated with the FERC C51.1 and 51.2 RM Caples Auxiliary Dam and Boat Launch Project, Project No. 10007.

MOTION PASSED

Ayes: Directors Osborne, Veerkamp, Dwyer and Anzini

Absent: Director Day

4. Engineering

Consider authorizing additional funding in the amount of \$20,000 for capitalized labor associated with the Reservoir A Water Treatment Plant Programmable Logic Controller Replacement Project, Project No. 19033, and \$10,000 for equipment rental and \$15,000 for capitalized labor associated with the El Dorado Main #2 Isolation Valve Project, Project No. 20047.

ACTION: Option 1: Authorized additional funding in the amount of \$20,000 for capitalized labor associated with the Reservoir A Water Treatment Plant Programmable Logic Controller Replacement Project, Project No. 19033, and \$10,000 for equipment rental and \$15,000 for capitalized labor associated with the El Dorado Main #2 Isolation Valve Project, Project No. 20047.

MOTION PASSED

Ayes: Directors Osborne, Veerkamp, Dwyer and Anzini

Absent: Director Day

END OF CONSENT CALENDAR

PUBLIC HEARING – 9:00 A.M.

5. Office of the General Counsel / Office of the General Manager (Leeper/Abercrombie)

Consider proposed amendments to Board Policy 3060 regarding the General Manager's contracting and funding authority.

Public hearing opened at 9:22 A.M.

ACTION: Option 1: Adopted proposed amendments to Board Policy 3060 regarding the General Manger's contracting and funding authority.

MOTION PASSED

Ayes: Directors Osborne, Veerkamp and Dwyer

Noes: Director Anzini

Absent: Director Day

ACTION ITEMS

6. Finance (Pasquarello)

Consider ratifying EID General Warrant Registers for the periods ending February 2 and February 9, 2021, and Employee Expense Reimbursements for these periods.

Director Veerkamp recused himself from the deliberations and vote on this Item.

ACTION: Option 1: Ratified the EID General Warrant Register as submitted to comply with Section 24600 of the Water Code of the State of California. Received and filed Employee Expense Reimbursements.

MOTION PASSED

Ayes: Directors Osborne, Anzini and Dwyer

Absent: Director Day

7. Engineering (Mueller)

Consider authorizing the General Manager to negotiate and execute a Power Purchase Agreement with Pioneer Community Energy for the sale of electricity produced from the El Dorado Powerhouse, Federal Energy Regulatory Commission Project No. 184.

ACTION: Option 1: Authorized the General Manager to negotiate and execute a Power Purchase Agreement with Pioneer Community Energy for the sale of electricity produced from the El Dorado Powerhouse, Federal Energy Regulatory Commission Project No. 184.

MOTION PASSED

Ayes: Directors Anzini, Veerkamp, Osborne and Dwyer

Absent: Director Day

REVIEW OF ASSIGNMENTS

None

ADJOURNMENT

President Dwyer adjourned the meeting at 9:59 A.M.

Roger "Pat" Dwyer
Board President
EL DORADO IRRIGATION DISTRICT

ATTEST

Jennifer Sullivan
Clerk to the Board
EL DORADO IRRIGATION DISTRICT

Approved: _____

EL DORADO IRRIGATION DISTRICT

SUBJECT: Consider ratifying Resolution No. 2020-006 to maintain an emergency declaration regarding the COVID-19 pandemic.

PREVIOUS BOARD ACTION

March 23, 2020 – Board declared an emergency under applicable provisions of law and Board Policy as a result of the COVID-19 pandemic and authorized the General Manager to take all actions necessary and appropriate in response to the emergency.

April 27, May 11, May 26, June 8, June 22, July 13, August 10, August 24, September 14, October 13, October 26, November 9, December 14, 2020, January 11, January 25 and February 8 and February 22, 2021 – Board ratified Resolution 2020-006 to maintain the emergency declaration.

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR) AND BOARD AUTHORITY

BP 2050 Administrative Leeway in the Absence of Policy

BP 3060 Contracts and Procurement

Public Contract Code sections 1102, 20567 and 22050 et. seq.

Public Resources Code section 21080(b) and California Environmental Quality Act (“CEQA”) Guidelines section 15269

Government Code section 54956.5

Governor Newsom’s Executive Orders N-25-20 and N-29-20

SUMMARY OF ISSUE

COVID-19 has become a global pandemic. Governments at all levels including federal, state, and local have declared a state of emergency. This action is to ratify Board Resolution No. 2020-006 which declares an emergency and authorizes the General Manager to take necessary and appropriate action in response. The General Manager will provide periodic updates to the Board on the District’s response to COVID-19 during his General Manager’s report.

BACKGROUND/DISCUSSION

On March 4, 2020, Governor Newsom declared a state of emergency as a result of the COVID-19 pandemic. On March 12, 2020, El Dorado County declared a public health emergency. The following day, March 13, the then-President of the United States declared a national emergency.

The District performs a critical health and safety function for our customers—the supply of safe drinking water and wastewater services. It is imperative that the District continue to provide those critical functions during this emergency.

In order to ensure that the District is able to meet both the anticipated and unanticipated challenges that it is likely to face, the General Manager must have maximum flexibility in his ability to respond. District Board Policy 2050 authorizes the District’s General Manager to act “in emergency situations where no Board Policies or Administrative Regulations exist.” District

Board Policy 3060, delegates to the General Manager authority to approve any and all contracts necessary to abate an emergency after first informing the President of the Board of Directors and scheduling an emergency meeting of the Board of Directors at the earliest possible opportunity.

Various provisions of law, including provisions in the Public Contracting Code, Public Resources Code, and Government Code govern aspects of the District's operations during declared emergencies.

In addition to declarations of emergency described above, Governor Gavin Newsom issued an executive order on March 12, 2020, relaxing some of the requirements of the Brown Act related to public meetings of local public agencies. The purpose of the executive order is to ensure social distance and reduce the risk of spreading the COVID-19 virus. On March 17, Governor Newsom issued a new Executive Order, N-29-20, which further relaxed certain provisions of the Brown Act with regard to conducting public meetings.

As a result of these orders, and in order to (1) protect the health and safety of District staff and the public, and (2) comply with restrictions imposed by State and Local health officials, the General Manager has periodically closed District facilities to the public, including the headquarters facility. Because indoor public gatherings remain restricted under the direction of State and local health officials, regular Board Meetings will continue to be closed to in-person attendance by the public and conducted virtually for the time being. Consistent with the Governor's Executive Order, the public may observe and participate in all public Board meetings by teleconference or other electronic means, and each Board meeting agenda provides instructions for how to participate.

BOARD OPTIONS

Option 1: Ratify Resolution No. 2020-006 to maintain emergency declaration.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

RECOMMENDATION


Option 1 (*four-fifths vote required*).

ATTACHMENTS

Attachment A: Resolution No. 2020-006



Brian Poulsen
General Counsel



Jim Abercrombie
General Manager

**RESOLUTION OF THE BOARD OF DIRECTORS OF
EL DORADO IRRIGATION DISTRICT
DECLARING AN EMERGENCY**

1 WHEREAS, EL DORADO IRRIGATION DISTRICT (District) has encountered an emergency
2
3 with regard to the COVID-19 pandemic, which requires prompt action to prevent or mitigate
4 impairment to life, health, safety, property, and/or essential public services; and
5

6 WHEREAS, Government Code section 54956.5(a)(1) defines “emergency” as “a work
7
8 stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as
9 determined by a majority of the members of the legislative body;” and
10

11 WHEREAS, Government Code section 54956.5(a)(2) defines “dire emergency” as “a crippling
12
13 disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so
14 immediate and significant that requiring a legislative body to provide one-hour notice before holding
15 an emergency meeting may endanger the public health, safety, or both, as determined by a majority
16 of the members of the legislative body;” and
17

18 WHEREAS, Public Contract Code section 1102 defines “emergency” as “a sudden, unexpected
19
20 occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate
21 the loss or impairment of life, health, property, or essential public services,” and
22

23 WHEREAS, California Environmental Quality Act (CEQA) Guidelines section 15359 defines
24
25 “emergency” as “a sudden, unexpected occurrence, involving a clear and imminent danger, demanding
26 immediate action to prevent or mitigate loss of, or damage to life, health, property, or essential public
27 services;” and

 WHEREAS, Government Code section 54956.5(b)(1) and (2) authorize legislative bodies to
hold emergency meetings in the case of an emergency or dire emergency involving matters upon which
prompt action is necessary due to the disruption or threatened disruption of public facilities; and

 WHEREAS, District Board Policy 2050 authorizes the District’s General Manager to act “in
emergency situations where no Board Policies or Administrative Regulations exist;” and

 WHEREAS, Public Contract Code sections 22050(a)(1) and 20567 authorize irrigation districts
to let contracts without notice for bids in case of an emergency; and

 WHEREAS, Public Contract Code section 22050(b)(1) authorizes the Board of Directors, by a
four-fifths (4/5ths) vote, to delegate to the General Manager the authority to order any action
pursuant to paragraph (1) of subdivision (a) of Public Contract Code section 22050; and

1 WHEREAS, District Board Policy 3060, delegates to the General Manager authority to approve
2 any and all contracts necessary to abate an emergency after first informing the President of the Board
3 of Directors and scheduling an emergency meeting of the Board of Directors at the earliest possible
4 opportunity; and

5 WHEREAS, Public Resources Code section 21080(b)(2) exempts from CEQA emergency
6 repairs to public service facilities necessary to maintain services; and

7 WHEREAS, Public Resources Code section 21080(b)(4) and CEQA Guidelines section 15269(c)
8 exempt from CEQA specific actions necessary to prevent or mitigate an emergency from CEQA;

9 NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Directors of
10 the El Dorado Irrigation District (Board) as follows:

- 11 1. The Board finds and declares that an emergency situation exists within the meaning of the
12 enactments marked below:

13 Public Contract Code section 1102;

14 CEQA Guidelines section 15359;

15 Public Contract Code section 20567;

16 District Board Policy 3060;

17 Public Contract Code section 22050(a)(1);

18 Public Resources Code section 21080(b)(2);

19 Public Resources Code section 21080(b)(4) and CEQA Guidelines section 15269(c);

- 20 2. The foregoing findings and declarations are based upon written, oral, and visual evidence,
21 including both facts and professional opinions, presented to the Board at the hearing of this
22 Resolution and upon the Minutes of the meeting at which this Resolution was adopted.
- 23 3. The Board hereby ratifies all actions taken by the District General Manager and his
24 designees, prior to the adoption of this Resolution, which the General Manager and his
25 designees reasonably deemed necessary to respond to the emergency declared herein.
- 26 4. The Board hereby delegates, authorizes, and directs the District General Manager and his
27 designees to take all further actions reasonably deemed necessary to respond to the
emergency declared herein. The General Manager or his designees shall report to and seek
ratification of the Board of Directors for each action taken in excess of their normal
authority, at the first regular Board of Directors meeting held after each such action.

1 5. This Resolution shall take effect immediately upon adoption. Subject to the ratification
2 required by Public Contract Code sections 22050(b)(3), (c)(1), and (c)(2), and by Board
3 Policy 3060, this Resolution shall remain in full force an effect until rescinded by a
4 subsequent Resolution of the Board of Directors.

5 The foregoing Resolution was introduced at a regular meeting of the Board of Directors of the
6 EL DORADO IRRIGATION DISTRICT, held on the 23rd day of March 2020, by Director Osborne
7 who moved its adoption. The motion was seconded by Director Raffety and a poll vote taken which
8 stood as follows:

9 AYES: Directors Osborne, Raffety, Dwyer, Anzini and Day

10 NOES:

11 ABSENT:

12 ABSTAIN:

13 The motion having a majority of votes "Aye", the resolution was declared to have been
14 adopted, and it was so ordered.

George Osborne, President
Board of Directors
EL DORADO IRRIGATION DISTRICT

16 ATTEST:

Jennifer Sullivan
Clerk to the Board
EL DORADO IRRIGATION DISTRICT

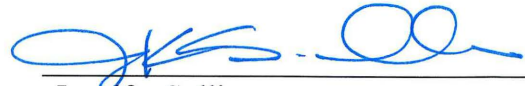
21 (SEAL)

24 ///

25 ///

26 ///

1 I, the undersigned, Clerk to the Board of the EL DORADO IRRIGATION DISTRICT
2 hereby certify that the foregoing resolution is a full, true and correct copy of a Resolution of the
3 Board of Directors of the EL DORADO IRRIGATION DISTRICT entered into and adopted at a
4 regular meeting of the Board of Directors held on the 23rd day of March 2020.



Jennifer Sullivan
Clerk to the Board
EL DORADO IRRIGATION DISTRICT

8 ///

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

EL DORADO IRRIGATION DISTRICT

SUBJECT: Consider awarding a contract to Cintas Corporation in the not-to-exceed amount of \$225,000 for uniform services and facility products for a term of 3 years from March 8, 2021 through March 7, 2024.

PREVIOUS BOARD ACTION

May 13, 2019 – Board awarded a three year contract to Cintas Corporation in the not-to exceed amount of \$240,000 for uniform rental and facility products and services.

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR) AND BOARD AUTHORITY

BP 3060 Contract and Procurement
AR 3061.08 Cooperative Procurements

SUMMARY OF ISSUE

Each District facility requires various facility material rental needs to support its ongoing safe operations. Additionally, multiple class specifications (e.g., electrical staff, fleet staff, wastewater facility staff) require specialized uniform and laundering, which is provided by the District. The District periodically competitively bids for vendors to provide these services. This agenda item presents the results of the most recent solicitation and seeks award through a cooperative procurement process.

BACKGROUND/DISCUSSION

The District currently receives uniform rental and facility products and services from Cintas Corporation (Cintas) through the U.S. Communities Public Agencies Cooperative Agreement (U.S. Communities) which was last renewed on May 13, 2019 for a 3-year term and is scheduled to expire in 2022. Recently U.S. Communities merged with Omnia Partners, and many of the active U.S. Communities Cooperative agreements were re-competed or re-negotiated. In this case Omnia Partners is able to offer better pricing because of their expanded buying power. Due to this new discounted pricing, staff recommends cancellation of the existing U.S. Communities Agreement and execution of a new 3-year agreement through Omnia Partners. The U.S. Communities agreement may be cancelled with no penalty if a new contract is awarded to Cintas through Omnia Partners. All contracts available through Omnia Partners are competitively solicited and publicly awarded by a lead agency (government entity/educational institution), using a competitive solicitation process consistent with applicable procurement laws and regulations.

The District's wastewater, fleet, and electrical divisions currently receive uniform rental and facility products and services through Cintas. Cintas was originally awarded this service through competitive bidding in November 2010 in which several companies were evaluated for their uniform quality and facility product offering. In May 2015, Cintas extended the U.S. Communities pricing schedule to the District which resulted in substantial cost savings. The District has received pricing through the U.S. Communities agreement since May 2015.

FUNDING

Funding for the proposed contract is contained in the District's approved operating budget. The new Omnia Partners pricing for uniform services is offered at approximately 20% discount compared to the current U.S. Communities Agreement. In addition to uniform services, other facility products will be provided under the agreement, and staff estimates an overall cost savings through the Omnia Partners Public Sector Cooperative Agreement to be between 6% and 7%, or approximately \$5,000 annually over the term of the proposed agreement.

BOARD OPTIONS

Option 1: Award a contract to Cintas Corporation in the not-to-exceed amount of \$225,000 for uniform services and facility products for a term of 3 years from March 8, 2021 through March 7, 2024.

Option 2: Take other action as directed by the Board.

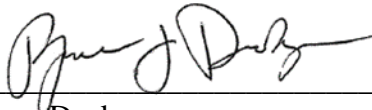
Option 3: Take no action.

RECOMMENDATION

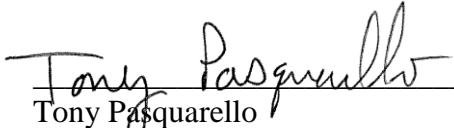
Option 1

ATTACHMENTS

Attachment A: Proposed Cintas Facilities Solutions Agreement through Omnia Partners



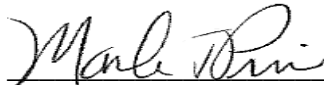
Ryan Deakyne
Senior Buyer



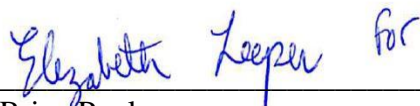
Tony Pasquarello
Finance Manager



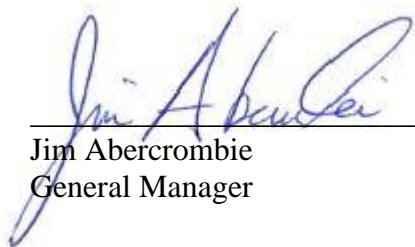
Dan Corcoran
Operations Director



Mark Price
Finance Director



Brian Poulsen
General Counsel



Jim Abercrombie
General Manager



Service Location No.: 39K (Sacramento, CA)

MLRA/NA: _____ Account Number(s): 13366158,
13368706, 10039696,
13363903, 13366182,
13366062
Contract No.:
Main Corp. Code: 13218

Facilities Solutions Agreement

Date: _____

Business Index: _____ Dynamic ID: _____

Customer Name: El Dorado Irrigation District DBA Name: _____

Delivery Address: 2890 Mosquito Road Delivery Add Line 2: _____

City: Placerville State: CA Zip: 95667 Phone: (530) 642-4405

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Inventory	Del Freq	Unit Price
330	100% Cotton Work Shirt		W	\$0.255
384	Carhartt Work Shirt		W	\$0.336
294	Carhartt FR Work Shirt		W	\$0.356
60694	FR Work Shirt		W	\$0.385
374	Oxford Dress Shirt		W	\$0.255
383	Carhartt Dungaree Pant		W	\$0.275
381	Carhartt Jean		W	\$0.377
382	Carhartt Carpenter Jean		W	\$0.377
344	Carhartt Cargo Pant		W	\$0.450
290	FR Carpenter Jean		W	\$0.560
970	Lined Work Jacket – Straight		W	\$0.407
677	Lined Work Jacket		W	\$0.451
912	65/35 Blend Coverall		W	\$0.255
	Uniform Advantage		W	\$0.100
	Premium Uniform Advantage		W	\$0.160

This agreement is effective as of this date from _____ to _____, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the master agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).

Name Emblem \$ 1.95 ea Company Emblem \$ 2.95 ea
Custom Emblem \$ 3.95 ea Embroidery \$ 5.00 ea (direct embroidery requires a buy back agreement)

COD Terms \$ NA per delivery charge for prior service (if Amount Due is Carried to Following Delivery)

AUTOMATIC LOST REPLACEMENT CHARGE

Item #	% of Inventory	Price / ea
2700		\$1.190
2160		\$0.410

- Minimum Charge: \$35.00 per delivery
- Preparation Charge: \$1.530 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked, unusually small or large sizes, unusually short or long sleeve or length, etc) premium \$0.153 per garment per delivery.
- Seasonal Sleeve Charge: \$5.00 per change per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo mat \$175.00 (if logo mat creation is requested)
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$10.00 per garment will be assessed for employees size changed within 4 weeks of add-on or installation.
- Other: Customers tied to the Omnia Partners GPO receive direct sale items at a 10% discount from market rate

FACILITY SERVICES PRODUCTS PRICING:

Item #	Description*	Del Freq	Inventory	Unit Price
840XX	3x10 Carpet	W/M		\$3.095/\$7.738
843XX	3x5 Carpet	W/M		\$2.107/\$5.268
844XX	4x6 Carpet	W/M		\$2.606/\$6.515
10202	3x10 Onyx Xtraction Mat	W		\$6.413
10189	3x5 Onyx Xtraction Mat	W		\$4.072
10192	4x6 Onyx Xtraction Mat	W		\$5.090
5477	Photo Safety Mat	W/M		\$3.845/\$8.651
10184	3x5 Active Scraper Mat	W/M		\$2.889/\$7.222
2477	3x5 Scraper Mat	W		\$2.250
2478	4x6 Scraper Mat	W		\$2.626
1810	3x5 Duralite Mat	W		\$2.500
2700	White Terry Towel	W/E		\$0.130/\$0.195
2160	Red Shop Towel	W		\$0.110
9440	All Purpose Wiper Box	W		\$8.500
9680	Heavy Duty Wiper Box	W		\$9.900
9312	Moisturizing Soap Svc	W		\$1.810
9314	Heavy Duty Scrub Soap Svc	W		\$2.040
9541	Heavy Duty Scrub – Cherry Bomb Svc	W		\$2.571
9320	Hair and Body Wash Svc	W		\$2.030
8072	Signature Series Hand Sanitizer Svc	W/M		\$2.84/\$11.36
6116	Micromist Air Freshener Svc	W/M		\$2.036/\$8.144
9207	Toilet Bowl Clip Svc	W/M		\$1.059/\$4.236
9210	Urinal Screen Svc	W		\$1.059
6880	Urinal Mat Svc	W/M		\$2.00/\$8.00
6789	Commode Mat Svc	W		\$2.000
9025	Center Pull Paper Towel Roll	W		\$6.410
9110	Jumbo Roll Toilet Tissue Roll	W		\$4.588

27012	Signature Series Z-Fold Paper Towel Case	W		\$29.318
20023	Signature Series Hardwound Towel Roll	W		\$9.070
9304	Disposable Paper Continuous Roll Towel	W		\$4.642
9148	Toilet Seat Cover – Packet	W		\$2.900
5553	Brute 44 Gal Trach Can liner Roll	W		\$9.417

_____ Select Yes if Unilease. All garments will be cleaned by Customer.

___ YES ___ Select Yes if receiving Linen Service. Company may make periodic physical inventories of items in possession or under control of Customer.

_____ Select Yes if receiving direct embroidery. If service is discontinued for any employee, or Customer deletes any of the garments with the direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement value.

Cintas Representative: Greg Casassa

Title: Service Manager

GM Approval: _____

Please Sign Name: _____

Please Print Name: _____

Please Print Title: _____

Customer Email Address: _____



Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

Supplier General Service Terms Section

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. Garments' Lack of Flame Retardant or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. Logo Mats In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
8. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.

10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. Replacement in the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

EL DORADO IRRIGATION DISTRICT

SUBJECT: Consider ratifying EID General Warrant Registers for the periods ending February 16 and February 23, 2021, and Board and Employee Expense Reimbursements for these periods.

PREVIOUS BOARD ACTION

The Board ratifies the District’s General Warrant Registers at each regular meeting of the Board.

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR) AND BOARD AUTHORITY

Section 24600 of the Water Code provides that no claim is to be paid unless allowed by the Board.

SUMMARY OF ISSUE

District staff notifies the Board of proposed payments via email and requests ratification of the warrant registers at the subsequent regular meeting of the Board. Copies of the Warrant Registers are sent to the Board on the Friday preceding the Warrant Register’s date. If no comment or request to withhold payment is received from any Director prior to the following Tuesday morning, the warrants are mailed out and formal ratification of said warrants is agendaized on the next regular Board agenda.

BACKGROUND/DISCUSSION

Current Warrant Register Information

Warrants are prepared by Accounts Payable; reviewed and approved by the Finance Manager, the Director of Finance and the General Manager or their designee.

Register Date	Check Numbers	Amount
February 16, 2021	687268 – 687407	\$1,340,843.55
February 23, 2021	687408 – 687529	\$5,281,047.63

Current Board and Employee Expense Reimbursements

Board Expenses and Reimbursements have been reviewed and approved by the Finance Manager and General Manager prior to the warrants being released. These expenses and reimbursements are for activities performed in the interest of the District in accordance with Board Policy 12065 and Resolution No. 2007-059.

Additional information regarding Board and employee expense reimbursements is available for copying or public inspection at District headquarters in compliance with Government Code Section 53065.5.

BOARD OPTIONS

Option 1: Ratify the EID General Warrant Register as submitted to comply with Section 24600 of the Water Code of the State of California. Receive and file Board and Employee Expense Reimbursements.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

RECOMMENDATION

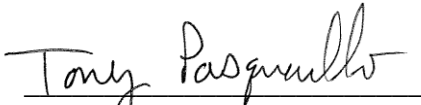
Option 1

ATTACHMENTS

Attachment A: Executive Summaries

Attachment B: Board Expense Reimbursements

Attachment C: Employee Expense Reimbursements totaling \$100 or more




Tony Pasquarello
Finance Manager



Mark Price
Finance Director



Jennifer Sullivan
Clerk to the Board



Jim Abercrombie
General Manager

Executive Summary for February 16, 2021 -- \$1,340,843.55:

This summary highlights significant disbursements made by major business activity:

Development Services (Fund 105)

- \$4,883—Tully & Young, Inc. for on-call hydrology reports

General District Operations (Fund 110)

- \$16,619—AT&T for phone service
- \$5,947—Datapose, LLC for January billing services
- \$7,324—Doug Veerkamp General Engineering for a credit balance refund on customer account
- \$4,112—E&M Electric & Machinery, Inc. for a video camera
- \$8,808—GC Placerville, LLC for a credit balance refund on customer account
- \$16,608—Hunt & Sons, Inc. for card lock fuel, oil, and fuel deliveries at various locations
- \$193,780—K.W. Emerson, Inc. for retention release
- \$10,991—Mars Company for software renewal

Engineering Operations (Fund 210) none to report

Water Operations (Fund 310)

- \$3,630—Olin Chlor Alkali Products for sodium hypochlorite at Reservoir A
- \$78,557—PG&E for electric service

Wastewater Operations (Fund 410)

- \$142,530—PG&E for electric service
- \$5,591—Suez Treatment Solutions, Inc. for ballasts

Recycled Water Operations (Fund 510)

- \$3,921—Univar Solutions USA, Inc. for sodium hydroxide at EDHWWTP

Hydroelectric Operations (Fund 610) none to report

Recreation Operations (Fund 710) none to report

Capital Improvement Projects (Construction Funds 140, 340, 440, 540, 640 and 740)

- \$3,063—4RF USA, Inc. for narrowband radios – Folsom Lake Intake Improvement (Project #15024.01)
- \$12,698—Aecom Technical Services, Inc. for on-call environmental services – Permit 21112 Change in Point of Diversion (Project #16003.01)
- \$3,504—Apex Underground Supply for parts for line replacement tools – Water Service Line Replacement (Project #19036.01)
- \$205,930—Auburn Constructors, LLC for engineering services (\$216,768) – El Dorado Main #1 Intertie Pressure Reducing Station #5 Upgrade (Project #17016.01). Retention held \$10,838
- \$61,534—GEI Consultants, Inc. for engineering services – Pacific Tunnel Rehabilitation (Project #16044.01)
- \$68,231—GHD, Inc. for engineering and design services:
 - >Project #17041.01 – Flume 30 Rehabilitation Project (\$27,394)
 - >Project #17034.01 – Wastewater Collection Facility Relocation (\$40,837)
- \$4,330—Herwit Engineering for engineering design services – EDHWWTP Solar Inverters (Project #18063.01)
- \$6,118—HydroScience Engineers, Inc. for engineering design services – Wastewater Collection System Pipeline (Project #17020.01)
- \$15,977—Iconix Waterworks (US), Inc. for valves and ductile iron spools:
 - >Project #STUDY15.01 – El Dorado Main #2 Condition Assessment (\$435)
 - >Project #20047.01 – El Dorado Main #2 Camino Heights Valve (\$15,542)
- \$5,700—JLR Environmental Consulting, LLC for construction inspection services – Outingdale Water Intake Replacement (Project #16048.01)
- \$215,722—K.W. Emerson, Inc. for construction services (\$227,076) – Flume 38-40 Canal Conversion (Project #16022.01). Retention held \$11,354
- \$42,811—Mars Company for water meter test bench equipment – Meter Test Bench Replacement (Project #20011.01)
- \$16,452—Somach Simmons & Dunn for outside legal services – Main Ditch Litigation (Project #19016.01)
- \$62,801—Telstar Instruments, Inc. for electrical instrumentation services (\$66,106) – DCWWTP Process Control Design (Project #17033.01). Retention held \$3,305
- \$26,835—Zanjero for consulting services – Permit 21112 Change in Point of Diversion (Project 16003.01)

Executive Summary for February 23, 2021 -- \$5,281,047.63:

This summary highlights significant disbursements made by major business activity:

General District Operations (Fund 110)

- \$3,900—AT&T for internet service
- \$6,129—Backflow Distributors, Inc. for warehouse inventory
- \$3,898—Bay Cities Paving and Grading for a credit balance refund on customer account
- \$8,765—CDW Government for software licenses
- \$18,799—El Dorado County Registrar of Voters for November 2020 election service
- \$11,360—James C. Cushman, Inc. for retention held for project 16048.01 - Outingdale Water Intake Replacement
- \$5,000—Pitney Bowes Reserve Account for postage for warehouse meter
- \$9,440—Smith Systems Driver Improvement Institute, Inc. for vehicle safe driving training

Engineering Operations (Fund 210)

- \$25,000—USDI Bureau of Land Management for the 2019 partial funding of the Pine Hill Preserve Manager Position

Water Operations (Fund 310)

- \$8,005—Hastie's Capitol Sand and Gravel Company for rock deliveries
- \$3,003—Sundance Lumber Company for a used ocean container
- \$31,110—U.S. Bureau of Reclamation for Sly Park restoration fees
- \$4,153—USA Bluebook for a submersible pump and chlorine tabs
- \$4,653—Water Education Foundation for annual membership dues

Wastewater Operations (Fund 410)

- \$5,313—California Service Tool, Inc. for a threading machine
- \$4,990—Carsten Tree Service for tree removal service
- \$3,188—El Dorado Disposal Service, Inc. for grit hauling and disposal
- \$31,199—Polydyne, Inc. for polymer at EDHWWTP and DCWWTP
- \$41,133—Synagro West, LLC for sludge hauling and disposal at EDHWWTP and DCWWTP
- \$3,959—Univar Solutions USA, Inc. for sodium hydroxide at EDHWWTP

Recycled Water Operations (Fund 510) none to report

Hydroelectric Operations (Fund 610) none to report

Recreation Operations (Fund 710) none to report

Capital Improvement Projects (Construction Funds 140, 340, 440, 540, 640 and 740)

- \$346,513— Big Valley Electric for construction services (\$364,751) – EDHWTP Automation Rehabilitation (Project #18065.01). Retention held \$18,238
- \$8,339—Blackburn Consulting for geotechnical testing services – Folsom Lake Intake Improvement (Project #15024.01)
- \$4,725—BT Consulting, Inc. for on-call services:
 - >Project #15024.01 – Folsom Lake Intake Improvement (\$1,700)
 - >Project #16022.01 – Flume 38-40 Canal Conversion (\$1,800)
 - >Project #11032.01 – Main Ditch-Forebay to Reservoir 1 (\$1,225)
- \$40,360—Doug Veerkamp General Engineering, Inc. for construction services (\$42,484). Retention held \$2,124
 - >Project #15016.01 – FERC:C50.2 Caples Lake Campground (\$31,281)
 - >Project #06082H.01 – FERC:C50.1 Silver Lake (\$11,203)
- \$10,120—El Dorado County Planning Department for grading permit application fee – Wastewater Collection Facility Relocation (Project #17034.01)
- \$3,795—GEI Consultants, Inc. for engineering services – Folsom Lake Intake Improvement (Project #15024.01)
- \$4,339,290—Granite Construction Company for construction services (\$4,567,674) – Folsom Lake Intake Improvement (Project #15024.01). Retention held \$228,384
- \$215,840—James C. Cushman, Inc. for construction services (\$227,200) – Outingdale Water Intake Replacement (Project #16048.01). Retention held \$11,360
- \$29,361—Proud Audio Visual for audio visual equipment and labor – Board Room Audio Visual System Upgrade (Project #19038.01)

Board Expense Reimbursements
Warrant Registers dated 02/16/21 - 03/26/21

DESCRIPTION	Lori Anzini	Alan Day	Pat Dwyer	George Osborne	Michael Raffety	Total
Personal Vehicle Expense				\$9.78		\$9.78
Hotel						\$0.00
Meals or Incidentals Allowance						\$0.00
Airfare, Car Rental, Misc Travel						\$0.00
Fax, Cell or Internet Service						\$0.00
Meeting or Conference Registration						\$0.00
Meals with Others						\$0.00
Membership Fees/Dues						\$0.00
Office Supplies						\$0.00
Reimburse prepaid expenses						\$0.00
Miscellaneous Reimbursements						\$0.00
	\$0.00	\$0.00	\$0.00	\$9.78	\$0.00	\$9.78

EL DORADO IRRIGATION DISTRICT

SUBJECT: Consider adopting a resolution to dissolve the Cosumnes American Bear Yuba Joint Powers Authority created by the Joint Exercise of Powers Agreement, by and among the El Dorado County Water Agency, Nevada Irrigation District, Placer County Water Agency and El Dorado Irrigation District.

PREVIOUS BOARD ACTION

December 11, 2006 – Board adopted Resolution No. 2006-104 authorizing the General Manager to adopt the Cosumnes American Bear Yuba (CABY) Integrated Regional Water Management Plan (IRWMP).

March 28, 2016 – Board approved the Joint Exercise of Powers Agreement relating to the CABY IRWMP, by and among El Dorado County Water Agency (EDCWA), Nevada Irrigation District (NID), Placer County Water Agency (PCWA) and El Dorado Irrigation District (EID).

May 9, 2016 – Board adopted Resolution No. 2016-011 appointing a Director and Alternate Director to the CABY JPA Board of Directors.

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR) AND BOARD AUTHORITY

BP 5050 Watershed Management

SUMMARY OF ISSUE

The CABY IRWMP was updated in 2014, and included provisions for the participating water agencies to form a Joint Powers Authority to support the development and implementation of projects. As a result, the CABY Joint Powers Authority (JPA) was formed in 2016, but has conducted limited business since its inception and is no longer useful or necessary to accomplish the purposes for which it was formed.

BACKGROUND/DISCUSSION

The CABY region consists of four watersheds (Cosumnes, American, Bear, and Yuba), comprising approximately 4,400 square miles. All four watersheds include headwaters that drain large volumes of water to the Sacramento and San Joaquin rivers. Most of the major stakeholders in the region with responsibility or interest in watershed management issues have adopted the CABY IRWMP. These stakeholders include water management agencies, environmental conservation groups, counties, recreational interests, agricultural interests and disadvantaged communities. The District has participated in the CABY IRWMP efforts since its adoption in 2006.

In March 2016, El Dorado Irrigation District, El Dorado Water Agency, Placer County Water Agency, and Nevada Irrigation District formed the CABY JPA to facilitate mutual cooperation in developing and implementing projects under the CABY IRWMP. The JPA purpose was to help fund plan updates, apply for project funding and provide a lead for projects to comply with the California Environmental Quality Act. As a member of the JPA, the District has representation within CABY's governing body, which is responsible for plan development and implementation.

In 2016, the Department of Water Resources (DWR) issued new guidelines for Integrated Regional Water Management groups to apply for and receive Proposition 1 funding for projects. Soon after, the JPA hired Dudek Engineering and Environmental to update the IRWMP according to DWR's guidelines. The revisions to the CABY IRWMP are nearing completion and will allow the CABY group to apply for approximately \$1,000,000 in grant funding through Proposition 1 in the next funding round anticipated in 2022. The IRWMP is anticipated to be finalized and delivered to DWR for its review and approval in March 2021. EID has eight projects included on the CABY Project List in the amount of \$52,000,000.

If the CABY JPA is dissolved, CABY can still exist and EID staff may continue to participate in CABY's governing body, the Regional Water Management Group (RWMG), under a revised governance structure (without the JPA), defined in the updated IRWMP. The RWMG consists of four representatives of the water agencies and four representative of non-governmental agencies.

However, staff is also exploring the potential to expand the boundary of the American River Basin IRWMP facilitated by the Regional Water Authority, to include the District's entire service area. Currently the District's representation in the American River Basin IRWMP boundary only includes the El Dorado Hills area served from Folsom Lake. The various agency staff involved in CABY have found that performing integrated water planning activities and developing projects that provide shared benefit across different watersheds is difficult and counter to the principles of the California Water Resilience Portfolio. The California Water Resilience Portfolio encourages regional approaches to water issues among water users sharing watersheds, and thus a greater focus in partnering with American River basin water planning efforts is preferred and warranted.

For the above reasons, and with the upcoming completion of the CABY IRWMP update, the JPA will have served its purpose and will no longer be needed. As a result, staff recommends dissolving the JPA. Dissolution would also eliminate ongoing membership costs to the District used to fund JPA activities.

Dissolution

In the fall of 2020, the JPA Board of Directors directed its legal counsel (Andrew J. McClure) to prepare procedures to dissolve the entity and wind up its affairs.

Under Article 3.1 of the CABY Joint Powers Agreement, the JPA remains in full force and effect "until terminated by mutual agreement of all the parties hereto, but may not be terminated until such time as all evidences of indebtedness of the Authority, and the interest thereon, shall have been paid in full or otherwise defeased." Mutual agreement of the members, therefore, is required to terminate the JPA.

Under Article 11.4, whenever an approval is required (as in the case of a member entity approving the dissolution of the entity), "it shall be given by resolution duly adopted by the legislative body of the member entity."

JPA legal counsel has advised the sequence for dissolving the CABY JPA as follows:

1. JPA Secretary/Treasurer to pay and discharge all debts, liabilities, and obligations of the JPA;
2. Legislative body of each of EID, EDCWA, PCWA, NID to adopt a resolution authorizing and directing dissolution and winding up of the JPA; and
3. JPA Board of Directors to adopt resolution that: (i) finds all debts liabilities, and obligations of CABY JPA are discharged and satisfied; (ii) directs the dissolution of the

CABY JPA; (iii) provides for distribution of any JPA surplus proceeds in accordance with the JPA Agreement; and (iv) directs legal counsel to take any further actions necessary for dissolution and winding up.

To address item 2, staff has prepared the attached draft resolution (Attachment A) for consideration by the Board. Items 1 and 3 will be executed by the JPA itself.

Grant Funding Eligibility

JPA legal counsel was also directed to provide an evaluation of whether dissolving the JPA would limit the JPA member’s eligibility for IRWMP Implementation Grant Funding. Based on Proposition 1 funding criteria, members will be eligible for IRWMP Grant Funding in their individual capacities, so long as other eligibility requirements are satisfied including: status as a “Public Agency,” adoption of the IRWMP, and inclusion of projects for which grant funding is being pursued in an adopted IRWMP. Each of these criteria are or can be met by the individual members to be eligible for grant funding.

Future Actions

After DWR review and approval of the updated CABY IRWMP, staff will prepare a subsequent item for Board consideration to adopt the updated IRWMP. As noted above, adoption of the IRWMP is a funding eligibility requirement.

FUNDING

No funding is required for dissolution of the JPA.

<p>BOARD OPTIONS</p> <p>Option 1: Adopt a resolution to dissolve the Cosumnes American Bear Yuba Joint Powers Authority created by the Joint Exercise of Powers Agreement, by and among the El Dorado County Water Agency, Nevada Irrigation District, Placer County Water Agency and El Dorado Irrigation District.</p> <p>Option 2: Take other action as directed by the Board.</p> <p>Option 3: Take no action.</p>
--

RECOMMENDATION

Option 1

ATTACHMENTS

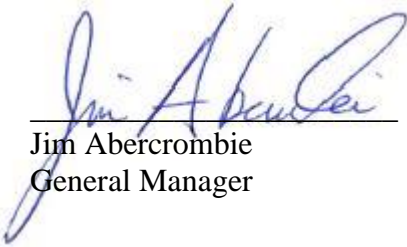
Attachment A: Proposed resolution and Exhibit 1 to Attachment A: CABY JPA agreement



Brian Mueller
Engineering Director



Brian Poulsen
General Counsel



Jim Abercrombie
General Manager

1 **RESOLUTION OF THE BOARD OF DIRECTORS OF**
2 **EL DORADO IRRIGATION DISTRICT**
3 **APPROVING DISSOLUTION OF COSUMNES AMERICAN BEAR YUBA JOINT**
4 **POWERS AUTHORITY**

4 WHEREAS, on March 28, 2016 the Board of Directors of El Dorado Irrigation District
5 authorized participation in the Cosumnes American Bear Yuba Joint Powers Authority (CABY
6 JPA); and

7 WHEREAS, on April 1, 2016, El Dorado County Water Agency, El Dorado Irrigation District,
8 Placer County Water Agency, and Nevada Irrigation District executed the Cosumnes American Bear
9 Yuba Joint Powers Agreement (Agreement), attached hereto as Exhibit 1, forming the CABY JPA,
10 with the purpose of facilitating their mutual cooperation in the development and implementation of
11 projects consistent with the goals and objectives set forth in the CABY Integrated Regional Water
12 Management Plan (CABY IRWMP); and

12 WHEREAS, the membership of the CABY JPA is currently comprised of El Dorado County
13 Water Agency, El Dorado Irrigation District, Placer County Water Agency, and Nevada Irrigation
14 District (Members); and

15 WHEREAS, the CABY IRWMP is currently being updated and the updated CABY IRWMP
16 provides for a revised governance structure that does not include the CABY JPA; and

17 WHEREAS, with the updates to the CABY IRWMP, the CABY JPA is no longer useful or
18 necessary to accomplish the purposes for which it was formed; and

19 WHEREAS, under the terms of the Agreement that created the CABY JPA, the members may
20 agree to terminate the Agreement, and dissolve the CABY JPA at any time by mutual agreement.

21 NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Directors of
22 the El Dorado Irrigation District as follows:

- 23 1. That all remaining property of the CABY JPA, and all other assets of any kind possessed
24 by the CABY JPA, shall be used to satisfy the debts, liabilities, or obligations incurred
25 by the CABY JPA, and in the event the CABY JPA has outstanding debt, liability, or
26 obligation at the time of dissolution, the Members, including El Dorado Irrigation
27 District, shall have no obligation or responsibility for such debt, liability, or obligation,
 pursuant to Section 4.1 of the Joint Powers Agreement.

1 2. That the El Dorado Irrigation District does hereby agree to and authorize the dissolution
2 of the Cosumnes American Bear Yuba Joint Powers Authority at the earliest possible
3 time following the determination by the board of directors of the CABY JPA that all
4 financial, administrative and legal duties of the CABY JPA have been discharged,
5 including if necessary appointment by the CABY JPA board of an agent to discharge any
6 remaining duties, consistent with direction of CABY JPA Board of Directors.

7 The foregoing Resolution was introduced at a regular meeting of the Board of Directors of the
8 EL DORADO IRRIGATION DISTRICT, held on the 8th day of March 2021, by Director who
9 moved its adoption. The motion was seconded by Director and a poll vote taken which stood as
10 follows:

- 11 AYES:
- 12 NOES:
- 13 ABSENT:
- 14 ABSTAIN:

15 The motion having a majority of votes “Aye”, the resolution was declared to have been
16 adopted, and it was so ordered.

17 _____
18 Roger “Pat” Dwyer, President
19 Board of Directors
20 EL DORADO IRRIGATION DISTRICT

21 ATTEST:
22 _____
23 Jennifer Sullivan
24 Clerk to the Board
25 EL DORADO IRRIGATION DISTRICT

26 (SEAL)
27

I, the undersigned, Clerk to the Board of the EL DORADO IRRIGATION DISTRICT hereby certify that the foregoing resolution is a full, true and correct copy of a Resolution of the Board of Directors of the EL DORADO IRRIGATION DISTRICT entered into and adopted at a regular meeting of the Board of Directors held on the 8th day of March 2021.

Jennifer Sullivan
Clerk to the Board
EL DORADO IRRIGATION DISTRICT

8 ///
9 ///
10 ///
11 ///
12 ///
13 ///
14 ///
15 ///
16 ///
17 ///
18 ///
19 ///
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27 ///

**JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE COSUMNES AMERICAN BEAR YUBA
("CABY") INTEGRATED REGIONAL WATER MANAGEMENT PLAN**

By and Among

El Dorado Irrigation District

and

El Dorado County Water Agency

And

Placer County Water Agency

and

Nevada Irrigation District

Dated as of March 1, 2016

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – DEFINITIONS	3
ARTICLE 2 – PURPOSE	3
ARTICLE 3 – TERM	4
ARTICLE 4 – THE AUTHORITY	4
ARTICLE 5 – POWERS AND BOARD APPROVAL FOR EXERCISE OF POWERS.....	6
ARTICLE 6 – FINANCES	8
ARTICLE 7 – BREACH	9
ARTICLE 8 - RELATIONSHIP BETWEEN AND AMONG AUTHORITY AND ITS MEMBER ENTITIES	11
ARTICLE 9 – INSURANCE	13
ARTICLE 10 –AMENDMENT	13
ARTICLE 11 – MISCELLANEOUS	13

JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CABY IRWMP

This AGREEMENT dated as March 1, 2016, is entered into by and between the following public entities:

El Dorado County Water Agency, a water agency formed pursuant to a special act of the California Legislature (“EDCWA”);

El Dorado Irrigation District, a California Irrigation District (“EID”);

Placer County Water Agency, a water agency formed pursuant to a special act of the California Legislature (“PCWA”);

Nevada Irrigation District, a California Irrigation District (“NID”);

Hereinafter said public entities are collectively referred to as “Member Entities” or individually as a “Member Entity.”

WITNESSETH:

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the “Joint Exercise of Powers Act”) two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a “public agency” as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members has adopted the Cosumnes American Bear Yuba (“CABY”) Integrated Regional Water Management Plan (“IRWMP”) and share a common interest in fulfilling the goals and objectives of the IRWMP; and

WHEREAS, pursuant to the CABY IRWMP Charter, a Coordinating Committee consisting of the four Members and four non-governmental agencies has been established for the purpose of policy development, contract oversight, budget development; and developing project recommendations for implementing and updating the CABY IRWMP;

WHEREAS, the Members wish to facilitate their participation in the CABY IRWMP, through the Coordinating Committee, and their mutual cooperation in projects consistent with the goals and objectives set forth in the CABY IRWMP, by forming a Joint Powers Authority in accordance with California law.

THEREFORE, in consideration of the mutual promises, covenants, conditions, and benefits hereinafter set forth, the Members agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 Unless the context otherwise requires, the terms defined in this Article 1 and initially capitalized in the text shall for all purposes of this Agreement have the following meanings:

Agreement. The term "Agreement" means this joint exercise of powers agreement, as it may from time to time be amended.

Associate Entities. The term "Associate Entities" means those public agencies governed by a publicly elected board hereinafter associated with the Authority as Associate Members, as described in further detail in Section 4.2.

Authority. The term "Authority" means the Cosumnes American Bear Yuba Joint Powers Authority created by this Agreement, and having the powers and duties stipulated in this Agreement.

Board. The term "Board" or "Board of Directors" means the governing body of the Authority.

CABY IRWMP. The term "CABY IRWMP" means the Cosumnes American Bear Yuba Integrated Regional Water Management Plan, initially adopted in 2006, and as subsequently amended from time to time.

Member Entities. The term "Members" or "Member Entities" means those public entities which are signatory to this Agreement and bound by its terms and conditions.

ARTICLE 2

PURPOSE

Section 2.1 Purpose. This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act ("Joint Powers Act"). The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Member Entities in order to facilitate their mutual cooperation in the development and implementation of projects consistent with the goals and objectives set forth in the CABY IRWMP.

Section 2.2 Member Entity Projects. The Member Entities agree that while the Authority exists and this agreement is in effect, the Member Entities may separately or in combination with other Member Entities or any other person, firm or agency, undertake such other projects or programs or activities for their separate interests.

ARTICLE 3

TERM

Section 3.1 This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated by mutual agreement of all the parties hereto, but may not be terminated until such time as all evidences of indebtedness of the Authority, and the interest thereon, shall have been paid in full or otherwise defeased.

ARTICLE 4

THE AUTHORITY

Section 4.1 Creation of Authority. There is created pursuant to the Act an agency and public entity known as the Cosumnes American Bear Yuba Joint Powers Authority ("CABY JPA"). As authorized by the Act, the Authority is an entity separate and apart from the Member Entities and is responsible for the administration of this Agreement. To the greatest extent permitted by law, the debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of the Member Entities, unless assumed in a particular case by resolution or other affirmative action of the governing body of the Member Entity to be charged.

Within thirty (30) days after the effective date of this Agreement, or any amendment hereto, the Authority will cause a notice to be prepared and filed with the office of the Secretary of State in the manner set forth in Section 6503.5 of the Act. Within seventy (70) days after the effective date of this Agreement, and within ten (10) days after any change of facts required to be stated pursuant to California Government Code Section 53051, the Authority shall cause a notice to be prepared and filed with the Secretary of State, and with the County Clerk of each county in which the Authority maintains an office, in the manner set forth in California Government Code 53051.

Section 4.2 Associate Entities. The Member Entities wish to provide for the ability of non-Member Entity Associate Entities to observe the Authority's performance of its functions and to provide input.

Section 4.3 Governing Board. The Authority shall be administered by a Board of Directors, which shall consist of one Director or executive staff representing each Entity, each of whom shall be appointed by resolution. Each of the Member Entities shall also appoint, in the same manner, one or more alternate Directors from its Board of Directors or executive staff, who may act in place of its Director in the Director's absence.

Section 4.5 Service of Directors. Each Director (and his or her alternate) shall serve at the pleasure of the governing body by whom such Director (or his or her alternate) was appointed. No Director shall receive any compensation from the Authority for serving as such, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director if the Board determines that such expenses shall be reimbursed and unencumbered funds are available for such purpose.

Section 4.6 Meetings of the Board.

(a) **Regular Meetings.** The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each calendar year. The date, hour and place of the holding of the regular meeting shall be fixed by resolution of the Board, but in any event shall be held at a location within the territory of any of the Member Entities. Special meetings of the Board may be called in accordance with the provisions of California Government Code section 54956 and may be held anywhere within the territories of any of the Member Entities.

(b) **Minutes.** The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and alternates, and to each of the Member Entities and Associate Entities.

(c) **Quorum.** Three (3) Directors shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn a meeting.

(d) **Voting.** Except where otherwise indicated in this Agreement, at regular or special meetings of the Board, an affirmative vote of the majority of Directors shall be required for action. Each Director's vote shall count equally.

(e) **Bylaws.** The Board may adopt such bylaws relating to procedural matters of the Board and Authority as it deems necessary.

Section 4.7 Officers; Duties; Bonds.

(a) The officers of the Authority shall be the Chairperson and Vice-Chairperson of the Board, the Secretary of the Board, and the Treasurer/ Controller. The Chairperson and Vice-Chairperson of the Board shall be selected by the Board. The Secretary of [MEMBER ENTITY] is designated Secretary of the Board. Unless otherwise provided by resolution of the Board, the Chairperson shall sign all contracts on behalf of the Authority and the Secretary shall countersign all contracts. The Secretary shall serve a term as determined by the Board. The Board shall appoint a replacement Secretary as necessary.

(b) The Treasurer/ Controller/ Chief Financial Officer of [MEMBER ENTITY] is designated as the initial Treasurer/ Controller of the Authority and, as such, shall have the powers duties and responsibilities specified in Sections 6505 and 6505.5 of the Act. The Treasurer/Controller is designated as the depository of the Authority to have custody of all the money of the Authority, from whatever source, and shall be responsible for the investment of the funds of the Authority. The Treasurer shall serve a term as determined by the Board. The Board shall appoint a replacement Treasurer as necessary to satisfy applicable statutory requirements.

(c) The Treasurer shall file an official bond in the amount of \$4,000, in accordance with Government Code Section 6501.

(d) An attorney shall be designated by the Board as the Attorney for the Authority. The Attorney for the Authority, or the designated deputy for such Attorney, shall attend all meetings of the Board, but the Attorney's absence shall not affect the validity of any meeting.

(e) Charges of any Member Entity to be made against the Authority for the services of the Secretary, Treasurer and Attorney of the Authority shall be subject to the Approval of the Board, which approval shall be obtained before the services are provided.

(f) The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

(g) All of the privileges and immunities from liability, exemptions from law, ordinances and rules, all pension, relief, disability, worker's compensation and other benefits which apply to the activities of officers, agents, or employees of the Member Entities when performing their respective functions within the territorial limits of the Member Entity, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties under the provisions of this Agreement.

(h) None of the officers, agents or employees directly employed by the Authority shall be deemed, by reason of their employment by the Authority, to be employed by any Member Entity or, by reason of their employment by the Authority, to be subject to any of the requirements of any Member Entity.

(i) No Director, officer or employee of the authority or any Member Entity shall be individually or personally liable for any claims, losses, damages, costs, injury or liability of any kind, nature or description arising from the actions of the Authority or the actions undertaken pursuant to this Agreement, and the Authority shall defend such Directors, officers or employees against any such claims, losses, damages, costs, injury and liability.

ARTICLE 5

POWERS and BOARD APPROVAL FOR EXERCISE OF POWERS

Section 5.1 Powers. The Authority is authorized and empowered in its own name to do all things which are necessary or convenient to the exercise of said powers for said purposes, including any or all of the following:

(a) To coordinate the activities and participation of the Member Entities in CABY IRWMP governance, including the power to appoint, from among the staff and employees of Member Entities, members of the CABY IRWMP Coordinating Committee. The CABY IRWMP Coordinating Committee is formed and exists pursuant to the CABY IRWMP governing documents, and shall not be considered a standing committee of the JPA established by this Agreement. Directors of the JPA formed pursuant to this Agreement shall not be eligible to serve on the CABY IRWMP Coordinating Committee.

(b) To apply for appropriate grants and/ or loans under any federal, state, or local programs for assistance in developing any projects consistent with the purposes and objectives of the CABY IRWMP,

and to provide for the direction of public funds, including grant monies, to fulfill activities consistent with the purposes and objectives of the CABY IRWMP which are approved by the Board of Directors.

(c) To exercise jointly the common powers of its Member Entities in studying, planning and implementing water and watershed projects benefiting the respective Member Entities.

(d) To make and enter into contracts.

(e) To acquire, hold, lease, and dispose of property.

(f) To employ such persons as it deems necessary.

(g) To incur debts, liabilities, or obligations subject to the limitations set forth herein.

(h) To procure public liability and other insurance as it deems advisable to protect the Authority and each of the parties hereto and to charge the costs thereof to the operating costs of the Authority.

(i) To issue revenue bonds in accordance with the following laws:

(i) Article 2, Chapter 5, Title 1, Division 7 of the California Government Code, commencing with Section 6540

(ii) Chapter 6, Title 5, Division 2 of the California Government Code, commencing with Section 54300.

(j) To use other financing acts, including but not limited to, the Mello-Roos Community Facilities District Act of 1982, the Municipal Improvement Act of 1913 and the Improvement Bond Act of 1915.

(k) To exercise any of the powers set forth in Section 6588 of Article 4 (Marks-Roos Local Bond Pooling Act of 1985).

Notwithstanding the foregoing, the Authority shall have any additional powers conferred under the Act, insofar as such additional powers may be necessary or desirable to accomplish the fulfillment of the purposes and objectives of the CABY IRWMP.

Section 5.2 Unanimity Requirements

(a) The unanimous affirmative vote of the Board of Directors shall be required to exercise the following enumerated powers:

(i) To acquire, hold, lease, or dispose of property having a fair market value of greater than \$100,000 pursuant to Subsection 5.1 (d) above; or

(ii) To issue revenue bonds pursuant to Subsections 5.1 (h), (i), and (j) above.

(iii) To approve the annual budget of the Authority.

ARTICLE 6

FINANCES

Section 6.1 Accounts and Reports.

(a) There shall be a strict accountability of all Authority funds and report of all receipts and disbursements in compliance with the Act. The Authority shall establish and maintain such funds and accounts as may be required in good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times by the Member Entities and their representatives. The Authority shall give an unaudited written report of all financial activities for each fiscal year to each Member Entity within 150 days after the close of each fiscal year.

(b) So long as required by Section 6505 of the Act, the Controller of the Authority shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code and shall conform to the generally accepted auditing standards. When such an audit of an account and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each of the Member Entities, and, if required by Section 6505 of the Act, with the County Auditor/ Controller of the County of [COUNTY IN WHICH TREASURER IS LOCATED]. Each report shall be filed within 12 months of the end of the fiscal year or fiscal years under examination.

Section 6.2 Fiscal year. Unless and until changed by resolution of the Board, the fiscal year of the Authority shall be the period from July 1 of each year through the following June 30.

Section 6.3 Budgets and Payments.

(a) Budgets. At least thirty (30) days prior to the commencement of each fiscal year, Treasurer shall prepare, with Board input and for consideration by the Board for the ensuing fiscal year, a general budget for Authority operations and administration, including capital expenditures, if any. The budget shall be approved by the unanimous affirmative vote of the Board.

(b) Expenditures for the Approved Budget. No expenditures in excess of the total budgeted in any such budget shall be made without the approval of the Board.

(c) Voluntary Contributions; Payments and Advances, Use of Personnel; Equipment or Property; Exchange of Services. It is hereby agreed that, subject to approval of the Board:

(i) Member Entities may make voluntary contributions to the Authority, meaning donations made with no expectation of repayment, from a Member Entity's treasury for the purposes set forth in this Agreement; provided however, that no Member Entity shall be required by the Authority to contribute funds or to undertake liability on behalf of the Authority without the consent of the Member Entity;

(ii) Member Entities may make Advances to the Authority, meaning payments to or on behalf of the Authority made with the expectation of repayment, from a Member Entity's treasury for the purposes of this Agreement; provided however, that no Member Entity shall be required by the Authority to advance funds or to undertake liability on behalf of the Authority without consent of the Member Entity;

(iii) Member Entities may either contribute or advance personnel, equipment, or property to the Authority in addition to, or in lieu of, contributions or advances of public funds. However, in the event of an advance of personnel, equipment or other services, made by a Member Entity with the expectation of payment, the value assigned to such advance must be agreed upon by the Board of Directors prior to the advance; and

(iv) The Member Entities may exchange services with the Authority without payment of any consideration other than such services.

ARTICLE 7

BREACH AND DEFAULT

Section 7.1 **Breach.** If a Member Entity fails to fulfill any covenant or obligation contained in this Agreement, that Member Entity shall be considered in breach of this Agreement. Such breach shall not excuse any Member Entity from fulfilling its obligations under this Agreement and all remaining Member Entities shall continue to be bound by the terms and conditions of this Agreement. Non – breaching Member Entities shall notify the breaching Member Entity of such breach by means of a written notice. The breaching party shall have a reasonable time to cure the breach, or alternatively to dispute the alleged breach. Uncured breaches and disputes regarding the existence of breach shall be resolved pursuant to the provisions related to Resolution of Disputes below.

Section 7.2 **Resolution of Disputes.** Except as provided in the next sentence, the sole procedure to resolve any claim arising out of or relating to this Agreement or the termination thereof, including the scope or applicability of this Section 7.2 is the dispute resolution procedure set forth herein. Any member entity or group thereof may seek a preliminary injunction or other provisional judicial remedy if such action is necessary to prevent irreparable harm or preserve the status quo, in which case the Member Entities shall nonetheless continue to pursue resolution of the dispute by means of this Section 7.2.

(a) **Negotiation Between Executives.** Member Entities shall attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by negotiations between a majority of non – breaching member entities on the one hand, and the Member Entity claimed to be in breach on the other hand. This process shall commence by giving written notice of any dispute not resolved in the normal course of business. Any Member Entity may initiate this process. The written notice required herein shall reference this paragraph and clearly state that it constitutes the initiation of Alternative Dispute Resolution. The date such notice is served shall be the "Referral Date." Within fifteen (15) calendar days following the Referral Date, the receiving entity shall submit to the other a written

response. The notice and response shall include with reasonable particularity (i) a statement of each position and a summary of arguments supporting that position, and (ii) the name and title of the Executive who will represent the Member Entity(ies) in the negotiations and of any other person who will accompany the Executive. No representative of a Member Entity claimed to be in breach shall be permitted to participate in the dispute resolution activities of the non-breaching Member Entities. Within thirty (30) calendar days following the Referral Date, the Executive(s) of the entity claimed to be in breach, and the Executives of the non-breaching entities shall meet at a mutually acceptable time and place and shall attempt in good faith to resolve their disputes.

(i) Unless otherwise agreed in writing by the entity claimed to be in breach and the non-breaching entities, the negotiation between Executives shall end at the close of the first meeting of the Executives. Such closure shall not preclude continuing or later negotiations, if all parties agree.

(ii) All communications and writings exchanged between the entities claimed to be in breach and the non-breaching entities in connection with the Executive negotiations shall be confidential and shall not be used or referred to in any subsequent binding adjudicatory process.

(B) Arbitration. If the dispute cannot be resolved by negotiation as set forth above, the dispute shall be finally resolved by binding arbitration as set forth below.

(i) Any Member Entity may initiate arbitration by filing with JAMS a notice of intent to arbitrate as provided in this Section.

(ii) The arbitration shall be conducted by a retired judge or justice from JAMS in Sacramento, California, administered by and in accordance with the applicable JAMS arbitration rules ("Arbitration"). The arbitrator shall have no affiliation with, financial or other interest in, or prior employment with, any Member Entity and shall be knowledgeable in the field of the dispute ("Arbitrator").

(iii) The Arbitrator shall adopt a schedule for discovery, briefing, hearing, and all other Arbitration procedures to facilitate issuance of an Arbitration award in accordance with a one hundred twenty (120) calendar day deadline.

(iv) The Arbitrator shall issue his or her award no later than one hundred twenty (120) calendar days from the date of the filing of the notice of intent to arbitrate.

(v) California law shall be applied, provided that the Arbitrator may consider witness affidavits or other recorded testimony if the opposing Party is given a reasonable opportunity to cross-examine the witness.

(vi) The powers of the Arbitrator are limited to those of a judge of the Superior Court of California enforcing California law.

(vii) Except as provided in Rule 29 pertaining to sanctions, each Party shall pay one-half of the Arbitration fees and Arbitrator's compensation and expenses.

(viii) Except as provided in Rule 29 pertaining to sanctions, each Party shall pay its own attorney fees and expenses.

(ix) Proceedings to enforce, confirm, modify or vacate an award shall be controlled by and conducted in conformity with California law.

(x) The Member Entities shall maintain the confidential nature of the Arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the Arbitration hearing on the merits, and except as may be necessary in connection with any court application for a provisional remedy, a judicial challenge to an Arbitration award or its enforcement, or unless otherwise required by law.

Section 7.3 Default. If, upon completion of the Dispute Resolution provisions adopted pursuant to this Article, a member continues to be in material breach of the terms and conditions of this Agreement, such member shall be determined to be in default under this Agreement. Any defaulting Member Entity shall be required to resign its membership in the JPA, and shall be bound by the provisions set forth in Article 8.7 below regarding property, rights, interests, and contractual obligations associated with the JPA when it ceases to be a member.

ARTICLE 8

RELATIONSHIP BETWEEN AND AMONG AUTHORITY AND ITS MEMBER ENTITIES

Section 8.1 Separate Entity. The Authority shall be a public entity separate from the individual Member Entities. To the greatest extent permitted by law, the debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the Member Entities, unless assumed in a particular case by resolution or other documented affirmative action of the governing body of the Member Entity to be charged.

Section 8.2 Member Entities' Responsibility for Budget Funding and other costs and expenses incurred by Authority. Unless otherwise agreed by the Board of Directors, the obligation to fund the Authority's budget, together with the obligation to pay all other approved fees, costs, and expenditures incurred by the Authority in the performance of its purposes, shall be borne equally by each of the Member Entities. By way of example, in its initial configuration, the Authority has four (4) Member Entities, each of which shall bear twenty-five percent (25%) of the responsibility to fund the Authority's budget, and to pay the approved costs and expenses incurred by the Authority. Upon the admission of an additional Member Entity, the future percentages of each Member Entity's cost responsibility would be reduced to twenty percent (20%) for costs, expenses and budget funding which accrue after the new Member Entity's admission.

Section 8.3 Authority's Indemnification of Member Entities. The Authority shall, at Authority's sole cost and expense, indemnify, defend and save harmless the Directors, Officers, Employees, and Agents of the Authority, as well as the Member Entities, their governing board members, officers, employees and agents, from all costs, expenses (including without limitation, attorney's fees and costs of suit),

claims, actions, proceedings, obligations, liabilities, or damages in excess of applicable insurance to persons or property or otherwise arising out of or in any way connected with the intentional or negligent act or omission or breach of duty or obligation of the Authority, its officers, employees, agents, Directors, contractors, subcontractors, or any officer, agent or employee thereof.

Section 8.4 Member Entities' Responsibility for Liability Arising out of this Agreement. Pursuant to the provisions of California Government Code Section 895.4, each of the Member Entities bear responsibility, in equal proportions, for all amounts in excess of applicable insurance for claims, expenses, liability or damage arising out of injury to persons, loss of life, damage to property, or environmental loss or injury caused by the intentional or negligent act or omission or breach of duty or obligation of the Authority, its officers, employees, agents, Directors, contractors, subcontractors, or any officer, agent or employee thereof arising out of or under this Agreement.

Section 8.5 Principal Office. The principal office of the Authority shall be at the location designated by the Board.

Section 8.6 Additional Parties. Additional qualified public entities who have adopted the CABY IRWMP may join in this Agreement and become Member Entities upon the unanimous consent of the existing Member Entities. The terms and conditions allowing such joining shall be set forth in an amendment to this Agreement signed by all of the then - existing Member Entities.

Section 8.7 Withdrawal of Member Entity's Participation in the Authority. Any Member Entity may withdraw from this Agreement by giving written notice of its election to do so, which notice shall be given to the Board and to each of the other Member Entities; provided however, that any Member Entity so withdrawing shall waive and relinquish any claim or right to any funds or other non-fixed assets, including property, rights, or interests of the Authority; and provided, further, that withdrawal by a Member Entity shall not terminate, or relieve the withdrawing Member Entity from, any express contractual duty to the Authority. Upon withdrawal, the withdrawing member entity's financial stake in any fixed assets titled in the name of the JPA shall be recovered by the withdrawing member in a manner approved by a majority of the non- withdrawing members which shall not undermine the financial stability of the Authority.

Section 8.8 Survival of Authority. If at any time, and for any reason, there exists less than three Member Entities party to this Agreement, the Authority shall terminate, and its assets and liabilities shall be disposed of pursuant to this Agreement.

Section 8.9 Disposition of Assets. The Board is vested with all powers of the Authority for the purpose of concluding and dissolving the business affairs of the Authority. Upon termination of this Agreement, all property of the Authority, both real and personal, including any surplus funds of the Authority, shall be divided equally among the then – current Member Entities.

ARTICLE 9

INSURANCE

Section 9.1 Insurance Coverage. The Authority shall obtain or cause to be obtained such insurance as the Authority's Governing Board deems necessary or prudent to protect the authority and as may be required by this Agreement. Each member entity shall be named as additional insured parties on all insurance carried by the Authority.

ARTICLE 10

AMENDMENT

Section 10.1. This Agreement may be amended by a supplemental agreement unanimously approved and executed by all then-existing Member Entities at any time.

ARTICLE 11

MISCELLANEOUS

Section 11.1 Conflict of Interest Code. The Authority shall, unless otherwise exempt, adopt a conflict of interest code.

Section 11.2 Severability. Should any part, term, or provision of this Agreement be decided by the courts (or decision issued in a dispute resolution proceeding, if any) to be illegal or in conflict with any law of the State or otherwise rendered to be unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

Section 11.3 Successors; Assignment; No Third Party Beneficiaries. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Member Entities. No Member Entity may assign any right or obligation hereunder without the unanimous consent of the other Member Entities. This Agreement is not intended to create rights or obligations for any third parties.

Section 11.4 Form of Approvals. Whenever an approval is required in this Agreement, unless the context specifies otherwise, it shall be given, in the case of a Member Entity, by resolution duly adopted by the legislative body of the Member Entity, and, in the case of the Authority, by resolution duly adopted by the Board of Directors.

Section 11.5 Notices. Any notice authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given: (i) if sent by mail, postage prepaid, on the date that such mail is received. (ii) if delivered in person or by courier, on the date it is delivered, or (iii) if sent by electronic mail or facsimile, on the date the transmission is received by the recipient. Notices shall be sent to the following addresses.

EL DORADO IRRIGATION DISTRICT
2890 Mosquito Road,
Placerville, California, 95667
Attn: General Manager

EL DORADO COUNTY WATER AGENCY
4110 Business Drive, Suite B
Shingle Springs, CA 95682
Attn: General Manager

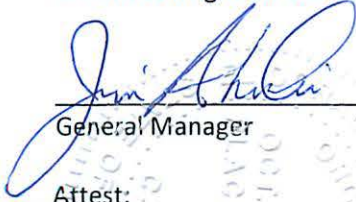
PLACER COUNTY WATER AGENCY
144 Ferguson Road
Auburn, CA 95603
Attn: General Manager

NEVADA IRRIGATION DISTRICT
1036 West Main Street
Grass Valley, CA 95945
Attn: General Manager

Section 11.6 Counterpart or Duplicate Copies. This Agreement may be executed in one or more counterpart or duplicate copies, each of which shall be deemed an original and all of which, when taken together constitute one and the same document.


NOW THEREFORE, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year written above.

El Dorado Irrigation District:




General Manager *BA*

Attest:



Board Secretary

El Dorado County Water Agency:



General Manager

Attest:



Board Secretary

Placer County Water Agency:



General Manager

Attest:



Board Secretary

Nevada Irrigation Water District:



General Manager

Attest:



Board Secretary

CABY
JOINT EXERCISE OF POWERS AUTHORITY
DISSOLUTION

March 8, 2021

PREVIOUS BOARD ACTIONS

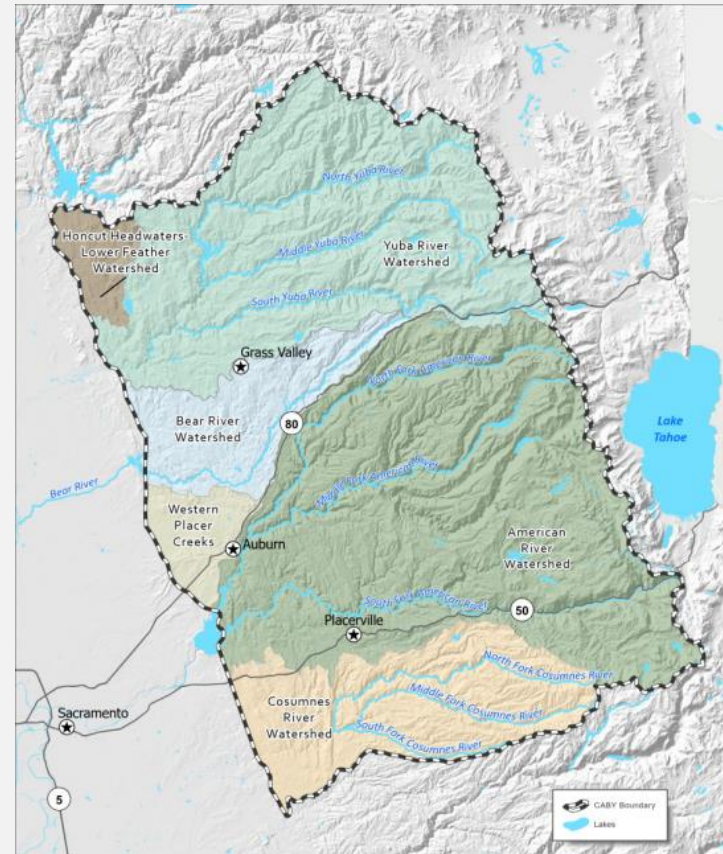
- December 11, 2006 – Board adopted Resolution No. 2006-104 authorizing the General Manager to adopt the Cosumnes, American, Bear, Yuba (CABY) Integrated Regional Water Management Plan (IRWMP)
- March 28, 2016 – Board approved Joint Exercise of Powers Agreement relating to CABY IRWMP
- May 9, 2016 – Board adopted Resolution No. 2016-011 appointing a Director and Alternate Director to the CABY Joint Powers Authority (JPA) Board of Directors

SUMMARY OF ISSUE

- CABY IRWMP updated in 2014
 - Provision for participating water agencies to form a JPA to support the development and implementation of projects
- CABY JPA formed in 2016
 - Conducted limited business since inception
 - No longer necessary to accomplish purposes for which formed

BACKGROUND/DISCUSSION

- CABY region consists of four watersheds
- CABY stakeholders
 - Water agencies
 - Conservation groups
 - Counties
 - Recreational interests
 - Agricultural interests
 - Disadvantaged communities



BACKGROUND/DISCUSSION

- Department of Water Resources (DWR) issued new guidelines in 2016 for IRWMP groups to apply for Prop. 1 funding
- JPA hired Dudek to update the IRWMP per new guidelines
- Revisions to IRWMP nearing completion
 - Anticipated to be finalized in March 2021
 - EID has eight projects on IRWMP project list (\$52 million)
 - \$1 million in grant funding available next funding round in 2022

BACKGROUND/DISCUSSION

- With IRWMP completion, JPA will have served its purpose and no longer necessary
- CABY can still exist with EID participation in the CABY Regional Water Management Group

BACKGROUND/DISCUSSION

- Agency staff are exploring expanded boundary of American River Basin (ARB) IRWMP with Regional Water Authority
 - Current ARB IRWMP boundary for EID only includes El Dorado Hills area served by Folsom Lake
 - Approach consistent with California Water Resilience Portfolio
 - Encourage regional approach to water issues among users sharing watersheds
- Full coverage in ARB IRWMP would make CABY involvement unnecessary

JPA DISSOLUTION

- In 2020 JPA Board directed its legal counsel to prepare procedures to dissolve the JPA
 - JPA Secretary/Treasurer to pay/discharge debts, liabilities and obligations of JPA
 - Member Boards to adopt a resolution authorizing and directing dissolution and winding up of the JPA
 - JPA Board of Directors to adopt resolution
 - Finds all debts liabilities, and obligations of CABY JPA are discharged and satisfied
 - Directs the dissolution of the CABY JPA
 - Provides for distribution of any JPA surplus proceeds in accordance with the JPA Agreement
 - Directs legal counsel to take any further actions necessary for dissolution and winding up

GRANT FUNDING ELIGIBILITY

- JPA legal counsel evaluated affect of dissolution on JPA member's eligibility for grant funding
- Proposition I funding criteria for IRWMP grant funding
 - Status as a "Public Agency"
 - Adoption of IRWMP (Future EID Board action needed)
 - Inclusion of projects in adopted IRWMP
- Criteria can be met by individual JPA members, eligibility not affected

BOARD OPTIONS

- **Option 1:** Adopt a resolution to dissolve the Cosumnes American Bear Yuba Joint Powers Authority created by the Joint Exercise of Powers Agreement, by and among the El Dorado County Water Agency, Nevada Irrigation District, Placer County Water Agency and El Dorado Irrigation District.
- **Option 2:** Take other action as directed by the Board.
- **Option 3:** Take no action.

RECOMMENDATION

Option I



QUESTIONS?