

**RESOLUTION NO. 2020-13
RESOLUTION NO. PFA-03
ORDINANCE NO. 2020-01**

AGENDA

MISSION STATEMENT

"Our team is dedicated to protecting, enhancing, and developing our rich water resources to the highest beneficial use for Calaveras County, while maintaining cost-conscious, reliable service, and our quality of life, through responsible management."

Regular Board Meeting
Wednesday, February 26, 2020
9:00 a.m.

Calaveras County Water District
120 Toma Court, (PO Box 846)
San Andreas, California 95249

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

ORDER OF BUSINESS

CALL TO ORDER / PLEDGE OF ALLEGIANCE

1. **ROLL CALL**

2. **PUBLIC COMMENT**

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

3. **CONSENT AGENDA**

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

3a Approval of Committee Assignments and other Appointments
(Rebecca Hitchcock, Clerk to the Board)

3b Acceptance and Transfer of Divisions 4/Copperopolis/Saddle Creek Unit 7A Subdivision,
Water and Wastewater Service Facilities Improvements Project, CCWD #01597
(Charles Palmer, District Engineer)

RES 2020-_____

BOARD OF DIRECTORS

Bertha Underhill, President Jeff Davidson, Vice President
Scott Ratterman, Director Cindy Secada, Director Russ Thomas, Director

- 3c Approval of Professional Services Agreement for Environmental Services for the Ebbetts Pass Reach 1 Pipeline Project
(Charles Palmer, District Engineer) **RES 2020-_____**

4. NEW BUSINESS

- 4a* Presentation of Rate Stabilization Fund Refund by Robert H. Greenfield, Esq. of ACWA Joint Powers Authority
- 4b Discussion/Action Regarding Enrollment in CAL-CARD Program for Government Entities (Rebecca Callen, Director of Administrative Services) **RES 2020-_____**
- 4c Discussion/Direction Regarding Status of Board Budget (Michael Minkler, General Manager)

5. OLD BUSINESS

None

6. REPORTS

- 6a* General Manager Report

7.* BOARD REPORTS / INFORMATION / FUTURE AGENDA ITEMS

8. NEXT BOARD MEETINGS

- Wednesday, March 4, 2020, 1:00 p.m., Board Workshop-Strategic Planning
- Wednesday, March 11, 2020, 1:00 p.m., Regular Board Meeting (*please note new time*)
- Wednesday, March 25, 2020, 1:00 p.m., Regular Board Meeting

9. CLOSED SESSION

- 9a Conference with Legal Counsel – Existing Litigation
Government Code § 54956.9(a) La Contenta Investors, LTD vs. CCWD (Calaveras County Superior Court #11CV37713)
- 9b Government Code § 54957.6 Agency Negotiators: General Manager, Michael Minkler, HR Manager, Stacey Lollar Regarding Negotiations with Employee Organization SEIU Local 1021 and Management and Confidential Unit
- 9c Public Employee Performance Evaluation-Government Code §54957
General Manager

10. REPORTABLE ACTION FROM CLOSED SESSION

11. ADJOURNMENT

Agenda Item

DATE: February 26, 2020
TO: Board of Directors
FROM: Rebecca Hitchcock, Clerk to the Board
SUBJECT: Approval of Committee Assignment and other Appointments

RECOMMENDED ACTION:

Motion: _____/_____ by Minute Entry to approve the appointments to the Tuolumne-Stanislaus Integrated Regional Water Management JPA Watershed Advisory Committee and Eastern San Joaquin Groundwater Authority-Technical Advisory Committee.

SUMMARY:

On January 8, 2020, the Board approved the 2020 Committee Assignments and other Appointments. Due to the departure of Peter Martin, Water Resources Manager, there are currently vacancies for the Tuolumne-Stanislaus Integrated Regional Water Management JPA Watershed Advisory Committee and the Eastern San Joaquin Groundwater Authority-Technical Advisory Committee.

Staff proposes interim appointments of Joel Metzger to the Tuolumne-Stanislaus Integrated Regional Water Management JPA Watershed Advisory Committee and Michael Minkler to the Eastern San Joaquin Groundwater Authority-Technical Advisory Committee.

FINANCIAL CONSIDERATIONS:

None at this time.

Attachments: CCWD Committee Listing



CALAVERAS COUNTY WATER DISTRICT

Board of Directors

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

Financial Services

Umpqua Bank
US Bank
Wells Fargo Bank

CCWD Committees

*Engineering Committee
*Finance Committee
*Legal Affairs Committee

Joint Power Authorities

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

Other Regional Organizations of Note

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

Legal Counsel

Matthew Weber, Esq.
Downey Brand, LLP

Auditor

Richardson & Company, LLP

Membership**

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

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

Ratterman / Thomas
Thomas (alt. Ratterman)

Thomas / Underhill
All Board Members

All Board Members
Joel Metzger

Michael Minkler

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

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

Agenda Item

DATE: February 26, 2020

TO: Michael Minkler, General Manager

FROM: Charles Palmer, District Engineer
Sam Singh, Engineering Technician II

SUBJECT: Acceptance and Transfer of Divisions 4 / Copperopolis / Saddle Creek Unit 7A Subdivision, Water and Wastewater Service Facilities Improvements Project, CCWD #01597

RECOMMENDED ACTION:

Motion: _____/_____ to adopt Resolution No. 2020-____ authorizing the acceptance and transfer of the Saddle Creek Unit 7A Subdivision, Water and Wastewater Service Facilities Improvements Project, CCWD #01597.

SUMMARY:

A non-standard Water and Wastewater Services Facilities Agreement for Saddle Creek was entered into between CCWD and Cloudburst Partners, LP. on March 8, 1994. This Agreement was then assumed by Castle & Cooke which was later assumed by CV Saddlecreek, LLC on November 15, 2018. On October 4, 2019, CCWD completed its final inspection of Saddle Creek, Unit 7A, CCWD #01597, with no defects detected. Also, CV Saddlecreek, LLC provided a two (2) year guarantee bond for the project.

Staff recommends acceptance and transfer by the Board of Directors for the Saddle Creek Unit 7A, (APNs 055-091-002 thru 006 and APNs 055-092-001 thru 024), Water and Wastewater Services Facilities Improvements Project, CCWD #01597 and authorizing the Grant and Transfer along with a Certificate of Acceptance to be recorded with the Calaveras County Recorder.

FINANCIAL CONSIDERATIONS:

None

Attachments: *Resolution No. 2020-____ - Authorizing the Acceptance of Transfer of Water and Wastewater Service Facilities for Saddle Creek, Unit 7A, CCWD #01597*
Certificate of Acceptance
Grant and Transfer of Water System Facilities and Public Utility Easements

RESOLUTION NO. 2020 –

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

**AUTHORIZING ACCEPTANCE OF
TRANSFER OF WATER AND WASTEWATER SERVICE FACILITIES
FOR SADDLE CREEK, UNIT 7A, CCWD #01597**

WHEREAS, on March 8, 1994, CALAVERAS COUNTY WATER DISTRICT and Cloudburst Partners, LP entered into a Water and Wastewater Services Facilities Agreement for Saddle Creek, which Agreement was then assumed by CV Saddlecreek, LLC on November 15, 2018; and

WHEREAS, on October 4, 2019, the District completed its final inspection of Saddle Creek Unit 7A a portion of the subject water and wastewater facilities covered by said Agreement with no defects detected by staff upon final inspection.

BE IT RESOLVED by the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT that the Water and Wastewater Facilities Agreement for Saddle Creek consisting of Saddle Creek Unit 7A (serving APNs 055-091-002 thru 006 and APNs 055-092-001 thru 024) in Copperopolis has been completed to the satisfaction of District Standards and is hereby approved; and

BE IT FURTHER RESOLVED, that the CALAVERAS COUNTY WATER DISTRICT'S Clerk to the Board is hereby authorized and directed to record with the Calaveras County Recorder said Grant and Transfer of Water and Wastewater Service Facilities for Saddle Creek Unit 7A along with a signed Certificate of Acceptance by the District.

PASSED AND ADOPTED this 26th day of February, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CALAVERAS COUNTY WATER DISTRICT

Bertha Underhill, President
Board of Directors

ATTEST:

Rebecca Hitchcock
Clerk to the Board

RECORDED AT REQUEST OF
AND RETURN TO:
CALAVERAS COUNTY WATER DISTRICT
PO BOX 846
SAN ANDREAS, CA 95249

21.
15-4

GRANT AND TRANSFER OF WATER SYSTEM FACILITIES
and
PUBLIC UTILITY EASEMENTS

THE UNDERSIGNED, Tom Hix as authorized signator of CV Saddlecreek, LLC, hereby grant, convey, assign, and transfer to CALAVERAS COUNTY WATER DISTRICT (CCWD) and its Copper Cove / Improvement District No. 7 and Sewer Improvement District No. 8S and the Refueling Improvement District No. 2001 (Saddle Creek) the following described water and wastewater facilities, and CCWD hereby accepts the same pursuant to the attached Certificate of Acceptance:

THE COMPLETE water distribution system and wastewater facilities as shown on the as-built construction plans on file with CCWD presently installed for the project known as **Copper Cove / Saddle Creek Subdivision TSTM 94-545, Saddle Creek Unit 7A, APNs 055-091-002 thru 006, 055-092-001 thru 024,** including, without limitation, all pipeline, lateral pipelines, valves, pipe fittings and connections, fire hydrants, water services, backflow devices, cleanouts, wastewater services, laterals, street main, collector, and all other items too numerous to list being a part of said water and wastewater systems, together with public utility easements over and around the water improvements to allow CCWD to operate and maintain, as required, to repair and replace the water improvements. Said facilities are located in the Saddle Creek Subdivision Unit 7, as shown on the final map recorded in Calaveras County, California on July 27, 2006, in Book 8 of Subdivisions at page 37-37C Document No. 2006-14411. See Map "**Attachment A**" attached hereto and made a part hereof as referenced.

THE TOTAL VALUE of said water system improvements transferred this date is \$ 197,238 for the water system and

\$ 42,170 for the wastewater system.

THE UNDERSIGNED hereby warrant that they have a good and marketable title to the aforementioned items being transferred by this document and are free and clear of all liens and encumbrances and will defend at his/her/its/their sole cost and expense CCWD against any and all claims against the same.

IN WITNESS WHEREOF, the undersigned have executed this document on the 21 day of January, 2020.



Tom Hix, Partner
CV Saddlecreek, LLC
100 Town Square Road
Copperopolis, CA 95228

SB2 (2017) Exempt-G.C. 27388.1

SIGNATURE(S) MUST BE NOTARIZED

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Calaveras)

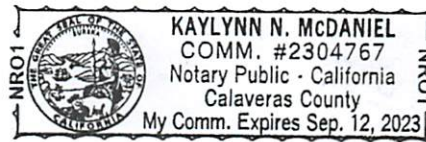
On Jan. 21, 2020 before me, Kaylynn N. McDaniel, Notary Public
(here insert name and title of the officer)

personally appeared Thomas Charles Hix

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Kaylynn N. McDaniel

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____
Title(s) _____

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

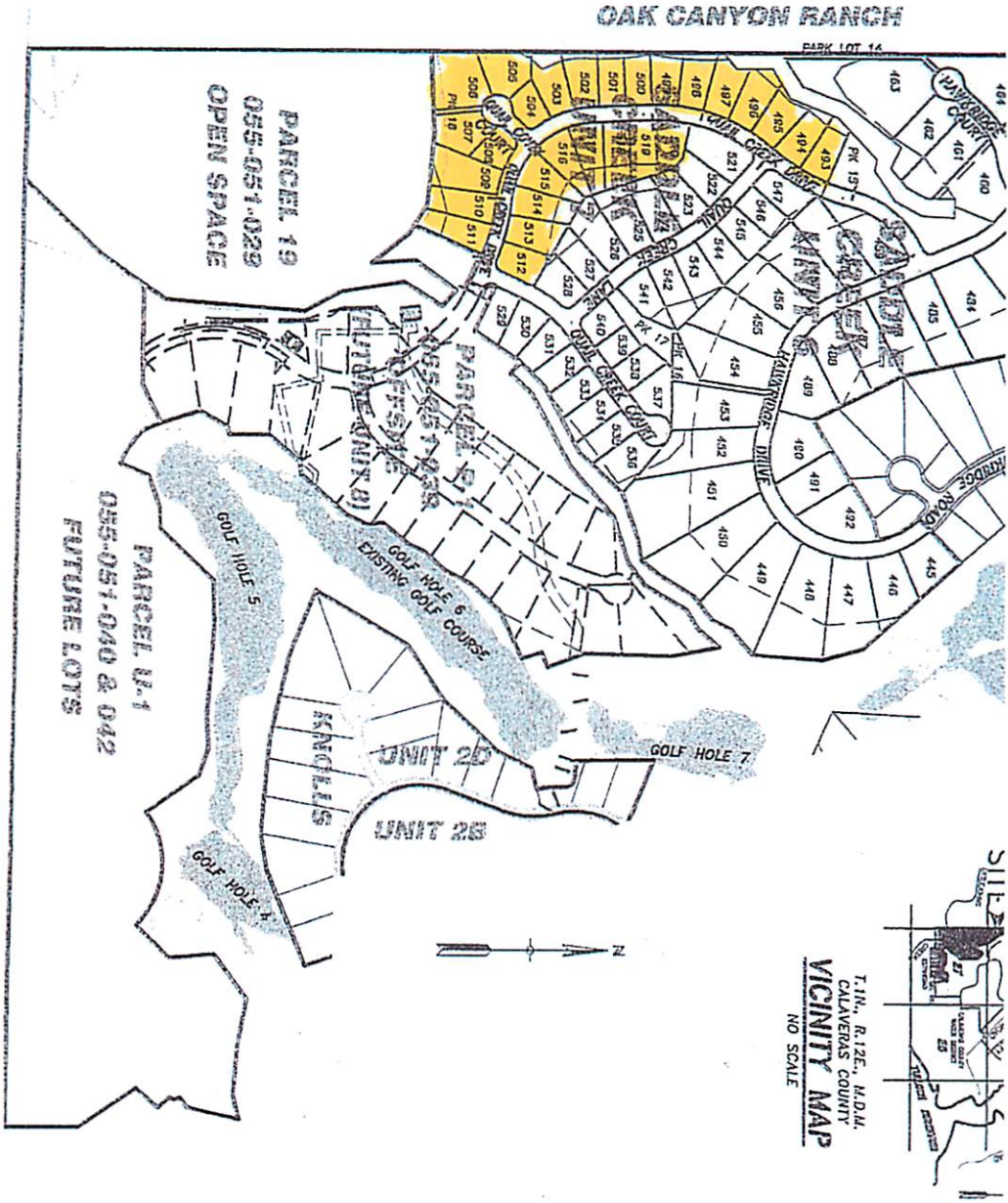
Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer(s) Signer(s) Thumbprint(s)

ATTACHMENT A



Ron Henzler
RON HENZLER, R.C.E. 388

6-1-06
DATE



FIRE DEPARTMENT

COPPERPOLES FIRE PROTECTION DISTRICT
PLANS REVIEWED FOR COMPLIANCE WITH DISTRICT ORDINANCE.

Dennis Powers
DENNIS POWERS, DISTRICT FIRE CHIEF

6-1-06
DATE

CALAVERAS COUNTY WATER DISTRICT:

PLANS REVIEWED AND RELEASED FOR CONSTRUCTION OF SEWER AND WATER APPROVED
Steve Hutchings
STEVE HUTCHINGS, R.C.E. 44836
ACTING DISTRICT ENGINEER

6-12-06
DATE

CALAVERAS COUNTY PUBLIC WORKS:

THESE PLANS HAVE BEEN REVIEWED AND FOUND IN SUBSTANTIAL CONFORMANCE WITH THE CALAVERAS COUNTY STANDARDS. NO OTHER WARRANTIES ARE EXPRESSED OR IMPLIED.
Timothy J. McFarley
TIMOTHY J. MCFARLEY, R.C.E. 49857
DEPUTY DIRECTOR OF PUBLIC WORKS

6/13/06
DATE

RECEIVED
JUN 14 2006

T.1N., R.12E. POR SECS 22,27

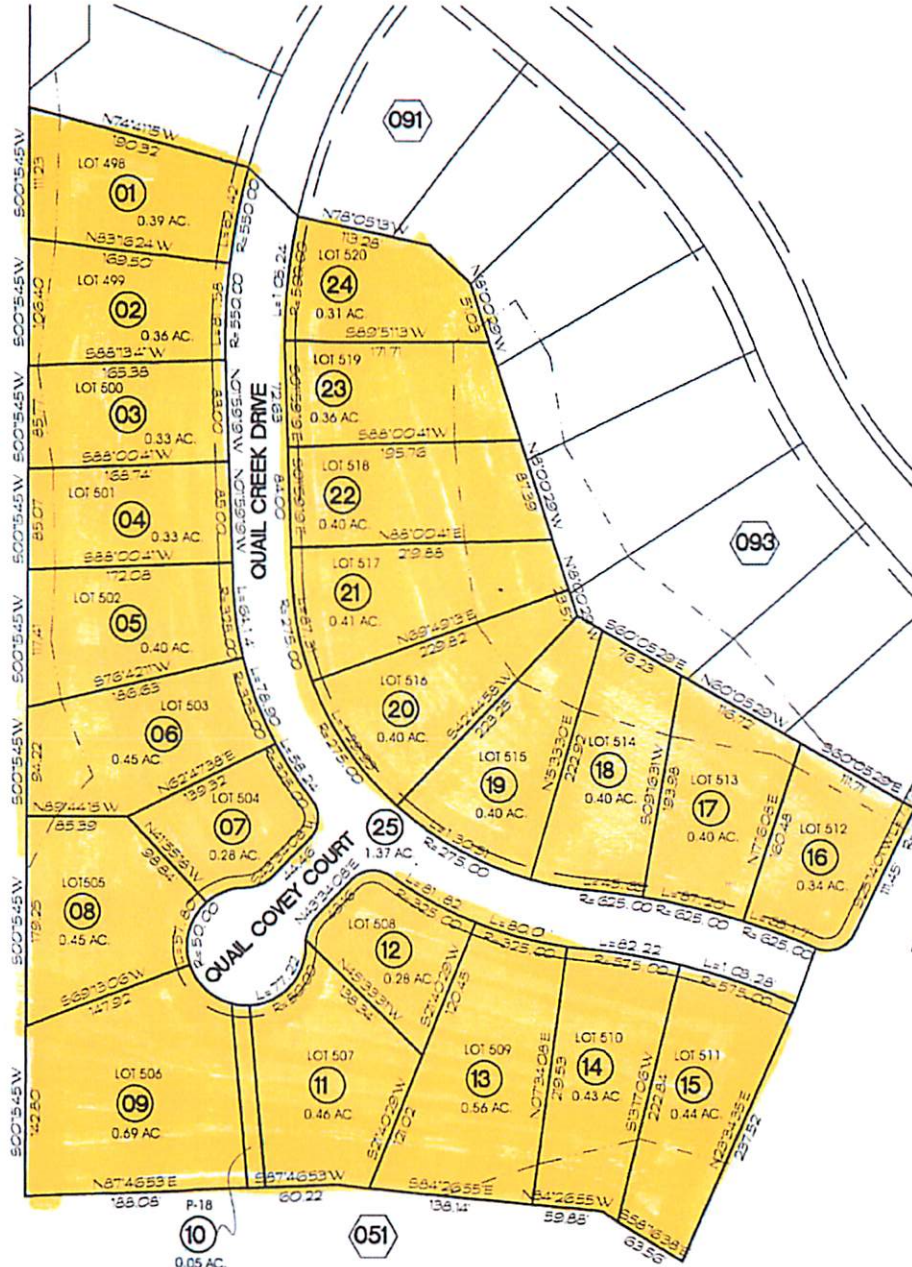
TAX AREA CODE 068-043

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ASSESSMENT PURPOSES ONLY
NO LIABILITY IS ASSUMED FOR THE
ACCURACY OF THE DATA DELINEATED HEREON

SADDLE CREEK UNIT 7
TRACT 94-545

REV.

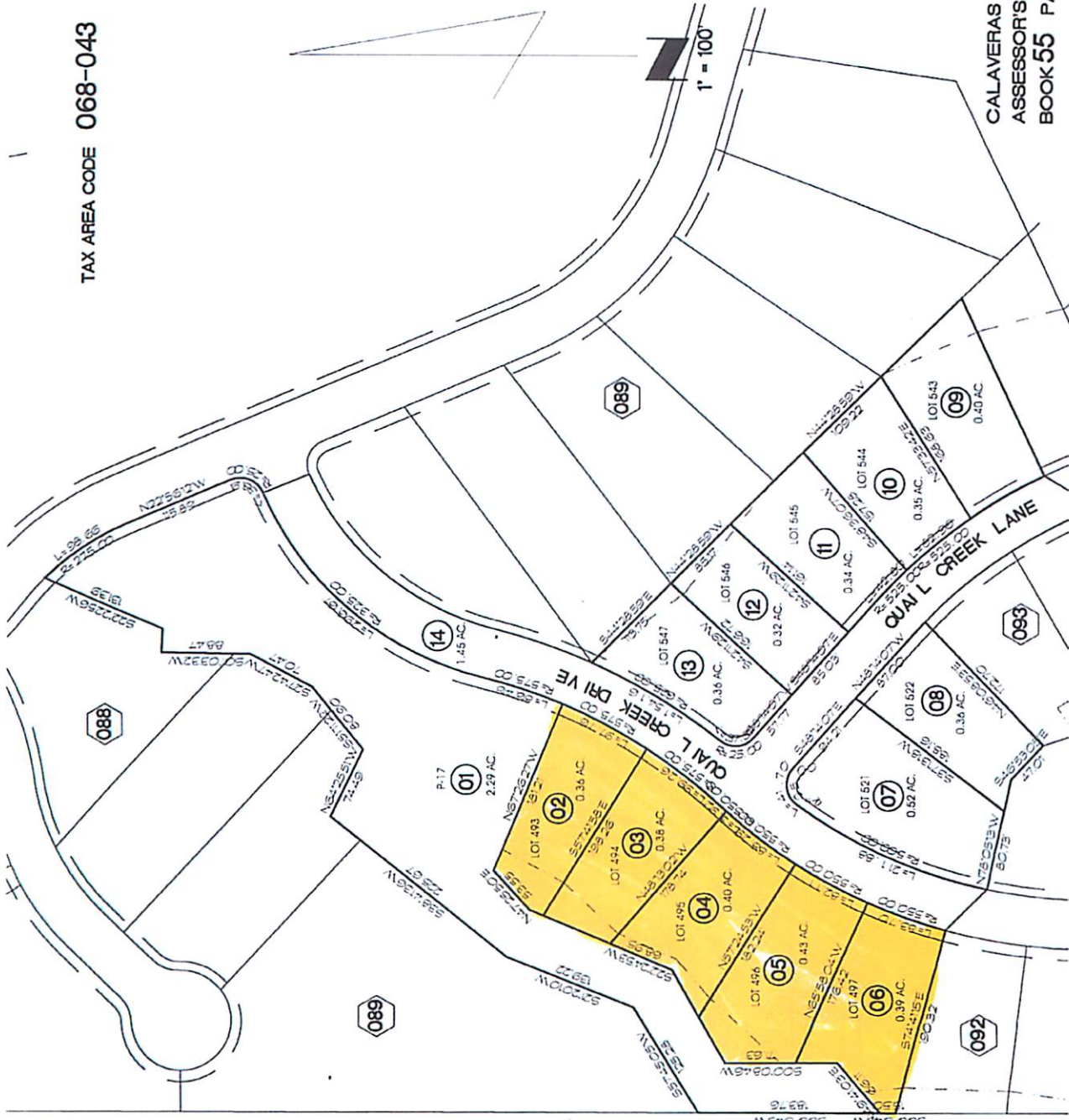


1" = 100'

CALAVERAS COUNTY
ASSESSOR'S MAPS
BOOK 55 PAGE 092

TAX AREA CODE 068-043

CALAVERAS COUNTY
ASSESSOR'S MAPS
BOOK 55 PAGE 091



T.1N., R.12E. POR SECS. 22, 27

53
017

ASSESSMENT PURPOSES ONLY
NO LIABILITY IS ASSUMED FOR THE
ACCURACY OF THE DATA DELINEATED HEREON

SADDLE CREEK UNIT 7
TRACT NO. 94-545

REV.

Agenda Item

DATE: February 26, 2020

TO: CCWD Board
Michael Minkler, General Manager

FROM: Charles Palmer, District Engineer

RE: Presentation/Action Regarding Professional Services Agreement for Environmental Services for the Ebbetts Pass Reach 1 Pipeline Project

RECOMMENDED ACTION:

Motion ___/___ adopting Resolution No.2020-__ authorizing a professional services agreement for environmental services for biological, wetland, and cultural resources monitoring and reporting for the Ebbetts Reach 1 Pipeline Replacement Project

SUMMARY:

To perform necessary environmental services in the field throughout construction of the Reach 1 project including fulfillment of mitigation, monitoring and reporting requirements for biological, wetland and cultural resources, the District must retain a qualified environmental firm. The scope of work was based on the anticipated level of effort to support the construction schedule provided by Mozingo to complete the Reach 1 pipeline project before the end of year 2020. For the 2020 construction season, the District obtained quotes from two firms with the qualification, prior involvement and understanding of all aspects of environmental issues on the Reach 1 project as summarized below.

FIRM	FEE
DUDEK	\$63,510
ECORP	\$106,850

Both firms have previously worked the Reach 1 project. Under contract with KASL Engineering, ECORP previously prepared the CEQA document as adopted by the Board. During construction last year (2019) on the Reach 1 project, the District retained DUDEK to perform environmental surveys and monitoring for biological, wetlands and cultural resources at a cost of \$41,042. While both firms are qualified, staff recommends continuing to work with DUDEK for the remainder of construction on the Reach 1 project based on the quality of work, responsiveness and DUDEK's positive working relationship with staff. The new scope of work for 2020 construction season and fee of \$63,510 will bring the total services provided by DUDEK to \$104,552 for both 2019 and 2020.

FINANCIAL CONSIDERATIONS:

None at this time. The subject professional services contract will be within the existing FY 2019-20 budget with carryover upon future approval of the FY 2020-21 budget.

*Attachments: Resolution No.2020-____ - Authorizing A Professional Services Agreement for Environmental Services for the Ebbetts Pass Reach 1 Pipeline Project, CIP #11085
Bid from Dudek
Bid from ECORP*

RESOLUTION NO. 2020 -

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

**AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR
ENVIRONMENTAL SERVICES FOR THE
EBBETTS PASS REACH 1 PIPELINE PROJECT, CIP #11085**

WHEREAS, the CALAVERAS COUNTY WATER DISTRICT must retain a qualified environmental consultant to perform surveys, monitoring and reporting for biological, wetland and cultural resources in the field during construction of the Ebbetts Pass Reach 1 project to comply with the adopted CEQA mitigation, monitoring and reporting plan; and

WHEREAS, staff previously engage DUDEK in the 2019 construction season to perform these environmental services on the Reach 1 project with prior fees of \$41,042; and

WHEREAS, for 2020 construction season, considering prior expenditures and purchasing policy, staff obtain quotes from two qualified firms both having previously worked on the Reach 1 project and having with the necessary qualifications and understanding of all aspects of the environmental issues pertinent to the project; and

WHEREAS, while any of these firms are qualified, staff recommends working with DUDEK for the remainder of the Reach 1 project based on their prior quality of work, responsiveness and positive working relationship with staff.

NOW, THEREFORE BE IT RESOLVED, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT does hereby authorize the General Manager enter into a professional services agreement with DUDEK for environmental services for the Reach 1 project in a total contract amount of \$104,552 accounting for prior fees of \$41,042 for past work in 2019 and new fees of \$63,510 for work scheduled in 2020.

PASSED AND ADOPTED this 26th of February, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CALAVERAS COUNTY WATER DISTRICT

Bertha Underhill, President
Board of Directors

ATTEST:

Rebecca Hitchcock
Clerk to the Board

January 16, 2020

Jared Gravette
Calaveras County Water District
P.O. Box 846
San Andreas, California 95249

Subject: Scope of Work for Biological and Cultural Resources Surveys, Training, and Monitoring for Construction of the Ebbetts Pass Reach 1 Water Transmission Pipeline Capital Improvement Project – 2020 Construction Season

Dear Mr. Palmer:

As requested, Dudek is pleased to submit this proposal for construction support pertaining to the Ebbetts Pass Reach 1 Water Transmission Pipeline Capital Improvement Project (project) in Calaveras County, California. Based on our understating of the current project needs, qualified Dudek biologists will conduct pre-construction nesting bird surveys, locate and identify boundaries of known rare plant populations, provide Worker Environmental Awareness Program (WEAP) trainings for construction personnel, provide as-needed monitoring in wetland areas during construction, and provide cultural resources monitoring services. Our scope also allows for the Dudek project manager to attend one coordination meeting with U.S. Forest Service staff, which may be necessary since a portion of the project crosses U.S. Forest Service lands. If determined necessary, a Dudek archaeologist will conduct up to 45 days of construction monitoring. This cost estimate allows for flexibility to use either local staff from the Mokelumne Hill area (Tim Kennedy), if available, or Dudek cultural resources staff and provide CCWD with a reduced daily rate for monitoring. It is understood that amendments to the scope and budget could be required during construction if unanticipated cultural or biological resources are discovered during construction and that a nesting survey conducted in spring has a high likelihood of identifying active nest sites which could require protection and avoidance measures that may result in construction delays or require a revised plan for construction activities.

The scope presented herein is based on experience from monitoring and agency guidance during the 2019 construction season as well as the following guidance and permit requirements: Notification of Lake or Streambed Alteration No. 1600-2018-0179-R2 issued by the California Department of Fish and Wildlife (CDFW); Water Quality Certification WDID#5B5CR00082 issued by the Central Valley Regional Water Quality Control Board (RWQCB); Nationwide Permit (SPK-2018-00556) from the U.S. Army Corps of Engineers (ACOE); and, the Initial Study/Mitigated Negative Declaration (MND) prepared for the project.

Mr. Palmer

Subject: *Scope of Work for Pre-Construction Surveys, Training, and Monitoring for the Ebbetts Pass Reach 1 Water Transmission Pipeline Capital Improvement Project – 2020 Construction Season*

Scope of Work

Task 1 – Worker Environmental Awareness Program

In accordance with the special conditions outlined by the ACOE in their response to preconstruction notification for SPK-2018-00556, a qualified Dudek biologist shall deliver up to two (2) WEAP trainings to educate construction personnel about the sensitivity and regulatory status of wetlands on-site and special-status species that could occur, as well as protocol for working in the vicinity of sensitive resources and species. The WEAP training would be carried out prior to work onsite and a log would be kept to document attendance by construction personnel.

Deliverables:

- Two (2) WEAP presentations for construction crew.
- WEAP information brochures.

Cost for Task 1.....\$2,600.00

Task 2 – Pre-construction Surveys

Task 2a – Pre-construction Identification of Rare Plant Populations and Placement of Environmentally Sensitive Area (ESA) Fencing

In accordance with MND Mitigation Measure BIO-1, a qualified biologist will identify rare plant populations and appropriate avoidance buffers to ensure complete avoidance. Appropriate avoidance buffers will be determined based on the proximity of the population to the construction zone, topography, hydrology, and type of work activity. Dudek biologists will consult with CDFW to verify adequacy of buffers. The biologist will direct the installation of ESA fencing around rare plant populations. It is assumed that all populations of rare plants along the entire alignment can be identified and fenced during a single site visit. Dudek anticipates the fieldwork portion of this task can be conducted concurrently with Task 1 under the supervision of a qualified biologist.

Deliverables:

- Identification and fencing of sensitive botanical resources onsite.

Cost for Task 2a.....\$660.00

Task 2b – Pre-construction Nesting Bird and Bat Surveys

In accordance with MND Mitigation Measure BIO-2, a qualified biologist will conduct a pre-construction nesting bird survey of suitable habitat along the project corridor within 14 days of the commencement of

Mr. Palmer

Subject: *Scope of Work for Pre-Construction Surveys, Training, and Monitoring for the Ebbetts Pass Reach 1 Water Transmission Pipeline Capital Improvement Project – 2020 Construction Season*

construction during the nesting season (February 1 through August 31). If active nests are found, the qualified biologist shall establish no-disturbance buffers around the nest in consultation with CDFW.

The budget for this task assumes negative results of surveys and does not include monitoring of any nests or roost site discovered during surveys. Additional monitoring could be required if nests are within or near the work area. Dudek will immediately notify CCWD of any active nest sites and discuss options to meet regulatory requirements as well as any provisions for budget and scope amendments that could be required if further monitoring is required.

In accordance with MND Mitigation Measure BIO-3, a qualified biologist will conduct a pre-construction clearance survey for special-status bats within the limits of active construction within 14 days of the start of construction activities. If roosting bats are found, Dudek biologists will consult with CDFW to implement appropriate measures to ensure no impacts. To increase efficiency, and if construction occurs in the nesting bird season, pre-construction surveys for nesting birds and roosting bats may be done concurrently.

Deliverables:

- Identification of nesting birds, roosting bats, and necessary buffers.
- Survey Results Map if nests and/or roosts are identified.

Cost for Task 2b **\$1,670.00**

Task 3 – Construction Monitoring – Wetland Areas

In accordance with the special conditions outlined by the ACOE in their response to preconstruction notification for SPK-2018-00556, a qualified Dudek biologist will monitor construction activities proposed within any wetland or water feature. This scope of work assumes that up to **ten (10) days of monitoring** will be required for work within wetlands and that each monitoring day will require a separate visit; if fewer days are required Dudek will only bill for staff time required. Per experience and agency guidance provided during the 2019 construction season, it is assumed that the biologist will need to monitor initial ground disturbance within wetland areas and provide periodic spot checks during work within wetlands rather than continuous monitoring of all construction activities. If more continuous monitoring is required or additional days are required, Dudek can provide those services under an amended contract. If wetland monitoring needs and survey needs in Task 2 coincide in timing, Dudek will ensure that the responding biologist will be qualified to conduct both tasks, thereby realizing some efficiencies in carrying out these tasks. Sensitive areas will be visibly marked with flagging to alert construction crews to the presence of sensitive resources and qualified Dudek staff will monitor construction activities in accordance with special conditions and written agency guidance.

Deliverables:

- Identification and flagging of sensitive resources onsite.
- Construction monitoring.

Mr. Palmer

Subject: *Scope of Work for Pre-Construction Surveys, Training, and Monitoring for the Ebbetts Pass Reach 1 Water Transmission Pipeline Capital Improvement Project – 2020 Construction Season*

Cost for Task 3.....\$12,500.00

Task 4 – Construction Monitoring – Cultural Resources

Sensitive cultural resources areas have been mapped in the vicinity of the proposed project alignment that require monitoring as a result of agency and tribal input received during the 2019 construction season. It is assumed that a full-time professional archaeological monitor could be required for up to 45 days; therefore we have provided a standard daily rate that provides for either a local archaeologist, if available, or a qualified Dudek archaeologist. Assumptions for the cost estimate are provided below. The cost estimate assumes that no archaeological resources will be discovered that require additional resource testing or related documentation and that no meetings with agency staff or tribal representatives requiring senior level staff will be required. Dudek can amend this cost estimate and scope if CCWD would like this additional work included.

This task provides for a qualified Dudek field archaeologist to monitor construction activities and excavation sites for the presence of cultural material to ensure compliance with mitigation measures and terms and conditions of applicable permits and protocol for treatment of artifacts or other remains, including human remains, that could be inadvertently discovered during construction. Should a discovery be made during construction the archaeologist will implement measures in accordance with project permits, CEQA documentation, and regulatory and agency requirements, which could require halting construction to further evaluate the resource. The following will be provided under this task:

- a. Dudek will provide a qualified archaeological monitor to be present for all initial ground disturbances with potential to impact unidentified archaeological resources within the project limits – as identified by the Client and Caltrans. It is assumed that Native American monitoring will also be required, and that CCWD will contract separately with tribal representatives for these services. If requested by CCWD, Dudek can assist in coordinating Native American monitoring as an additional scope item, if needed. All work will be conducted in compliance with the methods and standards defined by the California Office of Historic Preservation (OHP) and CEQA. Daily logs will be prepared by cultural monitors detailing daily activities. Logs will be submitted digitally to CCWD as part of the final Cultural Monitoring Report, or as otherwise requested.
- b. Monitoring activities will be coordinated and overseen by a CEQA-qualified registered professional archaeologist (RPA) Principal Investigator (Project Archaeologist). The Project Archaeologist will ensure proper implementation of Mitigation Measures. In the event of unanticipated archaeological discovery the Project Archaeologist will evaluate this find and provide recommendations to CCWD for additional efforts. The Project Archaeologist will maintain communication with CCWD, and prepare and submit the Cultural Monitoring Report summarizing construction activities, compliance considerations, and cultural findings.
- c. At this time, it is assumed that project activities will include **45 days of initial ground disturbing work**. It is further assumed that all required pre-construction inventory and evaluation level cultural technical studies have been completed to appropriate standards

Mr. Palmer

Subject: *Scope of Work for Pre-Construction Surveys, Training, and Monitoring for the Ebbetts Pass Reach 1 Water Transmission Pipeline Capital Improvement Project – 2020 Construction Season*

and that no further inventory or survey work is required prior to construction. Dudek assumes it has all previous cultural resources reporting, approved mitigation, and CHRIS records search results. Dudek will monitor initial subsurface disturbances, adjusting monitoring (discontinue or conduct short periodic checks) based on the observed sensitivity of subsurface soils to contain archaeological resources. Monitors will complete their daily monitoring logs on an iPad or smartphone using Dudek proprietary applications. The monitoring logs will be uploaded to a cloud server and can be immediately reviewed by managers or incorporated into project reporting. It is not possible to scope out the cost of treating inadvertent archaeological discoveries since none can be anticipated at this time. All unanticipated discoveries will be handled in compliance with approved mitigation and in close coordination with CCWD.

- d. *Cultural/Archaeological Monitoring Summary Report*: A memo-style report will be prepared by the Project Archaeologist summarizing Project cultural/archaeological monitoring activities. This report will be submitted to CCWD within 6 weeks of completing the project. This report will include discussion of cultural activities, unanticipated archaeological finds and related treatment, key communications, and maps of all identified resources. Appendices will include all daily archaeological monitoring logs, and any other relevant information requested by the Client. No more than two drafts of this report are anticipated as part of this scope.

The cost estimate for this task has been prepared to comply with standard monitoring mitigation conditions. The scope is based on **45 days (9 weeks)** of cultural/archaeological monitoring and includes all costs incurred by Dudek relating to this monitoring, as described below. Should monitoring be required for more than 45 days, or monitoring result in additional work (e.g., more monitoring days, overtime, or discoveries) beyond that assumed herein, we will work with CCWD to determine appropriate scope and costs. Should the archaeological monitor note at any point during work that impacts to this area have low or no potential to impact archaeological material (e.g., sediments are comprised of imported fill or are associated with non-cultural soil strata), cultural monitoring will be reduced to spot-checking or discontinued as appropriate. The budget for this task does not include evaluation of archaeological discoveries requiring the project archaeologist to conduct on-site review or participate in on-site meetings.

Cost Basis and Deliverables

Costs for archaeological monitoring are based on a daily rate of \$700.00 which includes all direct costs as outlined below and allows for either a local archaeologist at a rate of \$70/hour or non-local archaeologist at a rate of \$60.00/hour. Daily rate cost basis includes:

- 1 hour daily drive and 5 hour weekly round trip travel from our Auburn office
- 0.5 hour management and coordination by Project Archaeologist
- Mileage up to 50 miles/day and weekly trips of 150 miles/week from our Auburn office (\$0.58 cents/mile)
- \$140.00/day per diem for non-local staff. Per diem assumed to be required 5 days/week.

Mr. Palmer

Subject: Scope of Work for Pre-Construction Surveys, Training, and Monitoring for the Ebbetts Pass Reach 1 Water Transmission Pipeline Capital Improvement Project – 2020 Construction Season

Native American Monitoring

- Should the Client require that Dudek directly contracts with Native American Monitors, it is assumed that the direct hourly rate and duration will be the same as an archaeological monitor (\$70/hr for 20 days). This cost is not reflected in the total for this task.

Assumptions

- Includes one archaeological monitor for 45 9-hour days (no overtime)
- Includes daily log documentation
- Includes management coordination
- Includes Monitoring Summary Report and Appendices
- Includes 9 trips (to and return) between project hotel (Murphys) and Auburn
- Does not include Native American monitoring.
- Native American monitor communication will be completed by CCWD staff.
- Does not include any unanticipated resources, or subsequent treatment and related reporting of unanticipated archaeological resources
- Includes letter report meeting CCWD/CEQA standards.
- Report not intended to be Caltrans-style document and will include draft and final draft.
- Does not include archaeological resource testing or related documentation.

Cost for Task 4.....\$38,820.00

Task 5 – USFS Meeting

Task 5 provides for Dudek’s project manager and a senior-level archaeologist to attend a meeting with CCWD and USFS resources staff to discuss USFS requirements for protection of sensitive biological and cultural resources that could occur on USFS lands affected by the proposed project under a special use permit. It is assumed that the meeting will be held onsite or at CCWD’s offices and will require no more than one day and minimal follow-up in the form of meeting notes or emails. It is assumed that this meeting will occur prior to the start of construction work on the project site.

Cost for Task 5.....\$2,640.00

Task 6 – Project Coordination

Task 6 provides for off-site project management and coordination with Dudek staff, CCWD, and construction personnel as necessary to perform the tasks outlined in this scope of work. Task 6 further provides for oversight of project budget, invoicing and deliverables.

Cost for Task 6.....\$4,620.00

Mr. Palmer

Subject: Scope of Work for Pre-Construction Surveys, Training, and Monitoring for the Ebbetts Pass Reach 1 Water Transmission Pipeline Capital Improvement Project – 2020 Construction Season

Cost Estimate

Pre- construction Surveys and Monitoring Program	
Task	Cost Estimate
Task 1: WEAP	\$2,600.00
Task 2a: Pre-con Identification and Fencing of Sensitive Plants	\$660.00
Task 2b: Pre-con Surveys for Nesting Birds and Roosting Bats (5 surveys)	\$1,670.00
Task 3: Construction Monitoring – Wetland Areas (2 days)	\$12,500.00
Task 4: Construction Monitoring – Cultural Resources	\$38,820.00
Task 5: USFS Meeting – biological and cultural resources	\$2,640.00
Task 6: Project Coordination	\$4,620.00
Work Program Total	\$63,510.00

Should you have any questions or require additional information, please do not hesitate to contact me at (530) 863-4643. I appreciate the opportunity to submit this proposal and we look forward to continuing to collaborate with you on this project.

Sincerely,



Markus Lang
Project Manager

DUDEK

cc:



January 8, 2020
(P19-757)

Calaveras County Water District
Attn: Jared Gravette
Email: jaredg@ccwd.org

**Subject: Calaveras County Water District – Implementation of Required Mitigation for
Construction of Ebbetts Pass – Reach 1– Scope of Work and Cost Estimate**

Dear Mr. Gravette:

ECORP Consulting, Inc. (ECORP) is pleased to submit our proposal to the Calaveras County Water District (CCWD) for the implementation of mitigation for the remaining Ebbetts Pass construction activities.

We are committed to assisting CCWD with all mitigation compliance needs and are confident that we will deliver to you the highest level of service and value through our responsiveness, diligent project management, and technical excellence. We look forward to working with the CCWD. Attached please find our scope of services and costs for this effort.

Please feel free to contact me at (916) 782-9100 or cstabenfeldt@ecorpconsulting.com with any questions.

Sincerely,

Chris Stabenfeldt, AICP, Project Manager
Attachment(s)

SCOPE OF WORK

Provided below is ECORP's proposed scope of work to implement mitigation for construction of the remaining segments of the Ebbetts Pass Reach 1 Project.

Task 1: Worker Environmental Awareness Program (WEAP) Training

Per Special Condition 1 of the U.S. Army Corps of Engineers (USACE) Clean Water Act Section 404 Nationwide Permit and the Clean Water Act Section 401 Technically Conditioned Water Quality Certification, all construction contractors are required to undergo WEAP training. ECORP lead biologist will conduct a full one-time training for construction foremen and supervisors. ECORP will prepared a required permit binder specific to Project authorizations and conditions, as well as educational fliers, prior to the start of construction. Training will also include details on wetlands and special-status species, as stipulated by the 404 Permit. It is expected that after the initial training, construction foremen will train all new workers and provide attendance sheets to ECORP for agency submittal.

Assumptions:

This cost covers up to two (2) permit binders (one for the onsite lead foreman and one for the client) and does not include hard-hat stickers. This task assumes that the client will provide ECORP with all necessary and relevant Project documentation for reference and inclusion in the binders.

Cost Task 1: \$3,900

Task 2: RWQCB 401 Certification Notifications

ECORP will prepare a project initiation notification, and a Notice of Completion, for Section 401 certification notification.

Per the Clean Water Act Section 401 Technically Conditioned Water Quality Certification, ECORP will prepare a Project notification and submit to the Central Valley Regional Water Quality Control Board (RWQCB), at seven (7) days prior to the start of any work within Water of the U.S. or the State. Additionally, ECORP will prepare a Notice of Completion and submit to RWQCB within thirty (30) days of Project completion.

Assumptions:

The scope of work assumes one electronic copy of each letter for client review and one hard copy of the final letter for submittal to the client and the agency. It also assumes that there are no changes to the original project boundary or land use components provided in AutoCAD format to ECORP at the start of letter preparation.

Cost Task 2: \$3,200

Task 3: USACE 404 Compliance

Per the Clean Water Act Section 404 Permit, ECORP will conduct photographic documentation of compliance with Best Management Practices (BMPs). Required BMPs include clearly marking the limits of the authorized activity with highly visible markers prior to Project activities. This documentation will be provided to USACE prior to initiation of construction in the form of a memo and photo plates of the BMPs in place.

Also, per the Permit, ECORP will prepare a compliance certificate for submittal to USACE. ECORP will conduct pre- and post-construction photographic documentation to be included in the compliance certificate and submitted to USACE within thirty (30) days of Project completion.

Cost Task 3: \$5,400

Task 4: CDFW 1602 Compliance

Per the Notification of Lake or Streambed Alteration submitted to CDFW for this Project, ECORP will provide CDFW with biologist qualifications and results of biological surveys and coordinate with the agency as needed.

Cost Task 4: \$1,200

Task 5: Preconstruction Surveys

Raptor/SWHA

Per CEQA Mitigation Measure (MM) BIO-2 and the Notification of Lake or Streambed Alteration submitted to CDFW for this project, a qualified ECORP biologist will conduct preconstruction nesting surveys for raptors, including Swainson's Hawk. The survey will be conducted fourteen (14) days prior to the start of construction activities to detect the presence of tree nesting raptors within the entire Project area and a 500-foot radius for raptors, and a 0.5-mile radius for the presence of nesting Swainson's hawk. A letter report summarizing the results of the survey will be submitted to the client for review. Upon client's approval this letter report will be submitted to the necessary agencies.

Nesting Birds

Per CEQA MM BIO-2 and the Notification of Lake or Streambed Alteration submitted to CDFW for this project, a qualified ECORP biologist will conduct preconstruction nesting surveys within the Project area for special status birds. The survey will be conducted fourteen (14) days prior to the start of construction activities to detect the presence of nesting birds. A letter report summarizing the results of the survey will be submitted to the client for review. Upon client's approval this letter report will be submitted to the necessary agencies.

Roosting Bats

Per CEQA MM BIO-3 and the Notification of Lake or Streambed Alteration submitted to CDFW for this project, a qualified and CDFW approved ECORP biologist will conduct a preconstruction survey

for bat species. The survey will be conducted within 14 days prior to the start of construction activities to assess the presence/absence of roosting bats within the identified suitable habitat within the Project area. Survey methods will include visual inspection, and acoustic detection (Anabat and Wildlife Acoustic detectors). A letter report summarizing the results of the survey will be submitted to the client for review. Upon client's approval this letter report will be submitted to the necessary agencies.

Assumptions:

This scope of work assumes two (2) full days of biological surveying, as well as nighttime acoustic monitoring of up to four discrete locations of potential roosting bat habitat.

Cost Task 5: \$13,700

Task 6: Project Management/Coordination

It is anticipated that some oversight and management/coordination with the construction team may be required at the start of construction. ECORP will provide assistance and support to the lead foreman and construction crew as needed. ECORP will also track permit requirements to maintain Project compliance.

The ECORP Project Manager will direct internal staff, provide strategic assistance, participate in meetings, and respond to requests by the client, engineer(s), or client representatives as needed.

Cost Task 6: \$3,200

Task 7: Biological Monitoring

Per the RWQCB 401 Certification, the USACE 404 Permit and the Notification of Lake or Streambed Alteration submitted to CDFW for this Project, an ECORP qualified biologist will be onsite as needed to monitor BMP and ESA fencing implementation and any in-water work. Per CEQA MM BIO-7, the biologist will also monitor high-visibility fencing and root dripline avoidance as needed.

This cost estimate includes travel to and from the site, as well as onsite monitoring. This task will be billed at a daily rate.

Assumptions:

The scope of work assumes three initial days of onsite monitoring for fence placement around avoided wetlands and tree root driplines, and other BMP requirements followed by once a month check-ins for the duration of the construction activity, approximately 7 months, for a total of 10 full days of monitoring. This task also assumes a Special Use Permit has been acquired for the Project, if needed.

\$1,200 (Daily Rate)
Cost Task 7: \$12,000

Task 8: Archaeological Monitoring

ECORP will provide a qualified archaeological monitor to monitor all initial ground disturbing work at two locations on the Ebbetts Pass Reach 1 Project: between stations 237+50 and 248+36, and between stations 14+00 to 8+16. The archaeological monitor will be working under the direct supervision of an archaeologist meeting the Secretary of Interior's Professional Qualifications Standards in prehistoric and historic archaeology. The cost is based on an estimated 45 days provided by CCWD and we understand that this total is just an estimate and subject to change.

\$1,350 (Full Day)

\$875 (Half Day)

Cost Task 8: \$60,750

Task 9: Monitoring Report

ECORP will draft a brief letter report at the conclusion of monitoring activities which will document the details of the monitoring activity. The monitoring report will include maps and details of any unanticipated discoveries, and an appendix including copies of daily monitoring logs. The monitoring report will be submitted to the client within 30 days following the conclusion of the final day of archaeological monitoring

Assumptions:

The client will provide GIS shapefiles of the Project Area before ECORP begins any mapping work under this contract.

The client will provide a detailed description of the precise methods and locations of project construction activities.

This scope assumes no less than 5 business days' notice will be given before project activities commence, and no less than 48 hours' notice if an archaeological monitor is needed after the initial construction begins.

This scope assumes that work requiring a cultural monitor between stations 237+50 and 248+36 and between stations 14+00 to 8+16 will not occur simultaneously. If work requiring an archaeological monitor occurs simultaneously at both locations, a contract amendment may be required.

This scope assumes no inadvertent discoveries of cultural resources or human remains will occur during the course of the monitoring. If inadvertent discoveries occur, a contract amendment may be required.

The daily rate is based on an 8-hour day. A work day that requires a monitor for more than eight hours will be charged as 1.5 days.

This daily rate assumes consecutive days for monitoring of two or more days per week. If days are not consecutive, requesting a monitor for only one day will be charged as 1.5 days.

Archaeologist's arrival on project site and up to four hours will be charged as a half-day. More than 4 total hours will be charged as full day.

Calling off work after archaeologist's arrival for work for any reason (weather, change in plans, etc.) will be charged as a half day.

This daily rate cost includes a daily monitor, travel, as well as management time for daily coordination and communication.

This scope does not include Native American outreach or consultation assistance.

Project meetings, tribal consultation assistance for AB 52, hard copies of reports, responses to comments, and other tasks not specified above will require a contract amendment.

Cost Task 9: \$3,500

COST PROPOSAL SUMMARY

The services provided above will be billed on a Time-and-Materials, Not-to-Exceed Basis per task totaling **\$106,850**. We understand that the monitoring costs are based on estimated days required and are subject to change. The estimated costs to complete the work are shown in the following table.

Cost Breakdown by Task

Task/Activity	Cost
Task 1: Worker Environmental Awareness Program (WEAP) Training	\$3,900
Task 2: RWQCB 401 Certification Notifications	\$3,200
Task 3: USACE 404 Compliance	\$5,400
Task 4: CDFW Compliance	\$1,200
Task 5: Preconstruction Surveys for Raptors & Swainson's Hawk, Nesting Birds, and Roosting Bats	\$13,700
Task 6: Project Management/Coordination	\$3,200
Task 7: Biological Monitoring (Daily Rate for 10 days)	\$12,000
Task 8: Archaeological Monitoring	\$60,750
Task 9: Monitoring Report	\$3,500
TOTAL COSTS	\$106,850

Expense Reimbursement/Other:

1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Copies (color and black and white), equipment and other direct expenses are reimbursed with a 14% administrative handling charge (excluding per diem).
3. Subcontractor expenses are reimbursed with a 12% administrative handling charge.
4. Mileage is reimbursed at current IRS rate with a 14% administrative handling charge.
5. Per Diem, depending upon location, may be charged where overnight stays are required.
6. Expert Witness Testimony, including Depositions, is billed at time and a half.
7. When non-standard billing is requested, time spent by office administrative personnel in invoice preparation is a cost to the project and charged as technical labor.

Agenda Item

DATE: February 26, 2020

TO: Michael Minkler

FROM: Rebecca Callen, Director of Administrative Services

SUBJECT: Discussion/Action Regarding Enrollment in CAL-CARD Program for Government Entities

RECOMMENDED ACTION:

Motion _____/_____ adopting Resolution No. 2020 - ____ regarding participating in the State of California Cal-CARD Program.

SUMMARY:

The District currently uses a business credit card program through Umpqua Bank. The credit cards are created for departmental use and each department has an assigned “gatekeeper” of charges. This has created an issue where charges occur and it can be difficult to know who made the charge because it is a departmental card, not an individual card. Additionally, the credit card application requires the General Manager or Director of Administrator to supply personal information on the application to secure the business use of the cards. They will not accept the District as being a Governmental Agency and accept Financial Reports as a basis for security.

The CAL-CARD program is a State of California negotiated commercial card services program, administered by U.S. Bank, and is available to state and publicly funded local agencies. They are VISA purchase cards to be used for the acquisition of goods and services.

The program includes implementation guidance, training, and a rebate program. This means, if the District pays the statement charges on time, we receive a percentage of total charges back by way of a quarterly rebate check!

The program has built in charge rules to prevent unacceptable charges, control charges at the transaction level, and the monthly total level.

With an increased business need to make credit cards part of a payment option for many vendors, this would help alleviate manual check printing and push individual accountability on charges and adherence to policy. In addition, there are payment analytics and fraud training to assist staff.

To apply, the District would need to have the Board take action to participate in the program. The CAL-CARD Request to Participate Form and a Local Agency Subscription Agreement needs to be submitted, along with a Certificate of Authority, if the Subscription Agreement was not “approved as to form” by an attorney.

Once the submission is accepted, the District will receive the Enrollment Documentation and establish online access needs and training for District Administrator(s).

The application process can take 30-60 days once submitted. During this time, a full procedural guide, policy update, and schedule of training will occur in preparation of CAL-CARD issuance to users.

The Finance Committee approved the recommendation and recommended the Local Agency Subscription Agreement be submitted for Board approval.

FINANCIAL CONSIDERATIONS:

None at this time.

*Attachment: CAL-Card Request to Participate
State of California Participating Addendum No. 7-14-99-22 Subscription Agreement
Resolution 2020-___-Approving Participation in the State of California CAL-Card Program*

CAL-Card ® Request to Participate Form

(Insert Name of California Tax Funded Agency)

The person designated below will serve as point of contact for establishing an account or accounts with U. S. Bank.

Tax ID Number: _____
(Cities, Counties, School Districts, and Special Districts ONLY)

Agency Point of Contact:

(Name) _____
(Date)

(Mailing Address) _____
(Phone)

(City, State, ZIP) _____
(Email address)

_____ \$ _____
Estimated Number of Cards *Estimated Monthly Spend*

Upon receipt of this Request to Participate and other required documentation as listed below, U.S. Bank will contact your agency within 3 business days.

- State agencies are required to complete a State Agency Subscription Agreement (STD 213). Instructions on how to fill out this form can be found on the [Cal eProcure website](#). State agencies must complete the STD 213 and this Request to Participate form, and should mail both documents together to U.S. Bank.
- Local agencies; cities, counties, special districts, schools districts and other non-state agencies, are required to complete a [Local Agency Subscription Agreement](#), this Request to Participate form, and provide three years of audited financials. This Request to Participate form and the Local Agency Subscription Agreement must be mailed to the address below. Financial statements may be submitted to U.S. Bank by one of the following options. Please indicate the option you will be using.
 - Paper copy enclosed with original documents
 - Document format, please list email address for US Bank to contact _____
 - Web Address for financials _____

If your agency requires that you have original signature documents on file at your agency, please send more than one set of the above documents to U.S. Bank.

Please send completed documents to: CPS Mid Market Sales Coordinator
U.S. Bank Government Services
1025 Connecticut Ave Suite 510
Washington, DC 20036

QUESTIONS? Email us at: cpsmidmarketsalescoordinator@usbank.com

For U.S. Bank Use Only

Date Submitted _____

IPM _____ AM _____



State of California Participating Addendum No. 7-14-99-22
Local Agency Subscription Agreement

This Local Agency Subscription Agreement ("Local Agency Subscription Agreement") constitutes an agreement to participate under the terms and conditions of the Purchase Card Services Participating Addendum No. 7-14-99-22 ("Participating Addendum") signed September 29, 2014 and entered into by U.S. Bank National Association ("U.S. Bank") and the State of California, Department of General Services ("State").

RECITALS

- A. The State has entered into the Participating Addendum for the purpose of making available a Purchase Card Program as described in the Participating Addendum for use by State of California state agencies and local governmental agencies;
B. The State is willing to permit Local Governmental Agency to participate in the Purchase Card Program provided that Local Governmental Agency assumes all responsibility and liability for Local Governmental Agency's performance of the terms and conditions of the Participating Addendum as if Local Governmental Agency was the entity signing the Participating Addendum, but Local Governmental Agency shall not be liable for the acts and omissions of the State under the Participating Addendum or this Local Agency Subscription Agreement.
C. Local Governmental Agency has received a copy of the Participating Addendum from the State, and after a thorough review of the Participating Addendum, desires to participate as a Local Governmental Agency under the Participating Addendum.

AGREEMENT

Now therefore, in consideration of the foregoing Recitals, the mutual premises and covenants set forth in the Participating Addendum, which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all parties agree as follows:

- 1. Local Governmental Agency Responsibility. Local Governmental Agency agrees to accept and perform all duties, responsibilities and obligations required of Participating Agencies as set forth in the Participating Addendum.
2. Authority. The representations, warranties and recitals of Local Governmental Agency set forth in this Local Agency Subscription Agreement and the Participating Addendum constitute valid, binding and enforceable agreements of Local Governmental Agency. All extensions of credit made to Local Governmental Agency pursuant to this Local Agency Subscription Agreement and the Participating Addendum will be valid and enforceable obligations of Local Governmental Agency and Local Governmental Agency shall pay to U.S. Bank all Debts incurred by Local Governmental Agency in accordance with the terms of the Participating Addendum and this Local Agency Subscription Agreement.
3. Purpose of Card Use. Local Governmental Agency declares that cards shall be used for official Local Governmental Agency purchases only, and shall not be used for individual consumer purchases or to incur consumer debt.
4. The notice address for Local Governmental Agency is:

Four horizontal lines for address input, followed by 'Attn:' and another horizontal line.

- 5. Rebate Payment. To receive payment, Local Governmental Agency must register in the manner prescribed by U.S. Bank. U.S. Bank will not make any payments until Local Governmental Agency has registered. If Local Governmental Agency fails to register by the end of the first Addendum Year, Local Governmental Agency forfeits any payments for that Addendum Year and any subsequent Addendum Years in which Local Governmental Agency fails to register. Local Governmental Agency designates the following person to register Local Governmental Agency.
Authorized Person's Name
Authorized Person's Email Address

6. **Billing Statements.** Local Governmental Agency may choose to have Statements for all Accounts with Central Billing (1) delivered by U.S. mail ("Paper Statements"); (2) made available electronically ("Electronic Statement(s)") for Local Governmental Agency to access on its own through the account management system or (3) both delivered as Paper Statements and made available as Electronic Statements. If Local Governmental Agency chooses Electronic Statements only, that is, option (2) herein, U.S. Bank will suppress delivery of Paper Statements.
7. **Authorization.** Local Governmental Agency certifies to U.S. Bank that the person executing this Local Agency Subscription Agreement is authorized by Local Governmental Agency in accordance with its organization rules and applicable law to bind Local Governmental Agency to the terms and conditions of this Local Agency Subscription Agreement, including the authority to incur Debt in the name of Local Governmental Agency.
8. **Execution.** By signing below, the individual(s) signing this Local Agency Subscription Agreement is/are acting in his or her capacity as an authorized signing officer of Local Governmental Agency and not in his or her personal capacity, and certifies and warrants that (1) all action required by Local Governmental Agency organizational documents to authorize the signer(s) to act on behalf of Local Governmental Agency in all actions taken under this Local Agency Subscription Agreement, including but not limited to, the authority to incur Debt on behalf of Local Governmental Agency, has been taken, (2) each signer is empowered in the name of and on behalf of Local Governmental Agency to enter into all transactions contemplated in this Local Agency Subscription Agreement, and (3) the signatures appearing on all supporting documents of authority, if any, are authentic.
9. **Reliance.** Local Governmental Agency has read, understands and agrees to all terms and conditions in this Local Agency Subscription Agreement and the Participating Addendum, and U.S. Bank is entitled to act in reliance upon the authorizations and certifications set forth herein.

IN WITNESS WHEREOF, the parties have, by their authorized representatives, executed this Local Agency Subscription Agreement.

Dated this _____ day of _____, 20____	Dated this _____ day of _____, 20____
By Local Governmental Agency:	By U.S. Bank:
_____ (Name)	U.S. Bank National Association _____
_____ (Signature of Authorized Signer)	_____ (Signature of Authorized Signer)
_____ (Printed Name of Authorized Signer)	_____ (Printed Name of Authorized Signer)
_____ (Printed Title of Authorized Signer)	Vice President _____ (Printed Title of Authorized Signer)

Approved as to form:

 (Signature of Attorney for Local Governmental Agency)

 (Printed Name of Attorney)

CERTIFICATE OF AUTHORITY
*****INSTRUCTIONS*****

Before completing the Certificate of Authority, please read:

- If the Local Agency Subscription Agreement being signed was “approved as to form” by an attorney, it is not necessary to complete the attached Certificate of Authority (C of A).
- If the Local Agency Subscription Agreement was not “approved as to form” by an attorney, please complete the attached C of A (page 7).
- Be sure to date all documents upon signing. Undated documents cannot be accepted and will be returned for dating.

**Signing Instructions for
Certificate of Authority**

Note that three (3) different individuals must sign and date the C of A. If the Local Governmental Agency does not have three individuals who are authorized to sign on behalf of the Local Governmental Agency, please refer to page 6.

Section 1 Organizational Information- Enter the legal Local Governmental Agency name and the tax ID number on the C of A. Note: The legal name of the Local Governmental Agency name is required. The legal name is usually the name on the Local Governmental Agency's financial statements.

Section 2 Authorized Persons - The individual who signed the Local Agency Subscription Agreement must complete and sign in Section 2.

Section 3 Execution Requirement - Check only one box in Section 3 to indicate how many individuals (either 1 or 2) that the Local Governmental Agency requires to sign legal documents on behalf of the Local Governmental Agency.

Section 4 Execution - No action required.

Section 5 Certification - Two (2) individuals must sign and date Section 5 as well as insert their names and titles. Note: The individual(s) who signed in Section 2 cannot sign in Section 5 or this document is invalid.

- An officer of the Local Governmental Agency (“Officer One”) is required to sign the top area of Section 5 attesting to the signatures in Section 2.
- One other officer of the Local Governmental Agency (“Officer Two”) must sign the bottom area of Section 5 attesting to the signature of Officer One.

Please see examples below:

5. **Certification.** I certify that I am the **Secretary** and I am acting in my official capacity as an authorized officer who has been given the authority by the Local Governmental Agency to certify that the Authorized Person(s) has/have the full power and authority under applicable law and the governance rules relating to the Local Governmental Agency to execute and deliver to U.S. Bank, on behalf of the Local Governmental Agency, and to bind the Local Governmental Agency under, the Documents for the purpose of establishing and extending the Services. I also certify that the name(s) and title(s) of the Authorized Person(s) set forth above are correct and that the signature appearing beside each name is a true and genuine specimen of his/her signature.

JOHN DOE

↑ PRINTED NAME OF THE **SECRETARY** OF THE LOCAL GOVERNMENTAL AGENCY ↑ (CANNOT BE AN AUTHORIZED PERSON LISTED IN SECTION 2)

↑ Signature of the **Secretary** of the Local Governmental Agency ↑

DATE

I certify that I am an officer of the Local Governmental Agency, and as such, I certify that the above-named **Secretary** is acting in such capacity on behalf of the Local Governmental Agency, the signature below is my genuine signature and the signature above is the genuine signature of such Secretary.

JANE SMITH, TREASURER

↑ PRINTED NAME & TITLE OF INDIVIDUAL SIGNING BELOW ↑ (CANNOT BE AN AUTHORIZED PERSON LISTED IN SECTION 2)

↑ Signature ↑ Attested by One (1) Other Individual of the Local Governmental Agency

DATE

**EXAMPLES TO Signing Instructions
for
Certificate of Authority (C Of A)**

EXAMPLE 1:

1. One (1) person is required to sign legal documents, and
2. Local Governmental Agency has more than two (2) authorized signatories who can attest to signatures of other signatories.

Local Agency Subscription Agreement: Person A signs.

C of A Section 2: Person A completes and signs.

C of A Section 3: First box is checked.

C of A Section 5: Person B (preferably the Secretary) signs attesting to the signature of Person A
AND

Person C signs attesting to Person B's authority and signature.

EXAMPLE 2:

1. Two (2) people are required to sign legal documents, and
2. Local Governmental Agency has more than two (2) authorized signatories who can attest to signatures of other signatories.

Local Agency Subscription Agreement: Persons A and B sign.

C of A Section 2: Persons A and B complete and sign.

C of A Section 3: Second box is checked.

C of A Section 5: Person C (preferably the Secretary) signs attesting to the signatures of Persons A and B

AND

Person D signs attesting to Person C's authority and signature.

EXAMPLE 3:

1. One (1) person is required to sign legal documents, and
2. Local Governmental Agency has only one (1) other authorized signatory who can attest to signatures of other signatories.

Local Agency Subscription Agreement: Person A signs.

C of A Section 2: Person A completes and signs.

C of A Section 3: First box is checked.

C of A Section 5: Person B (preferably the Secretary) signs attesting to the signature of Person A.
NOTE: If the Secretary can sign the C of A, then they cannot be Person A; they must be Person B.

AND

Person A signs attesting to Person B's authority and signature.

EXAMPLE 4:

1. Two (2) people are required to sign legal documents, and
2. Local Governmental Agency has only one (1) other authorized signatory who can attest to signatures of other signatories.

Local Agency Subscription Agreement: Persons A and B sign.

C of A Section 2: Persons A and B complete and sign.

C of A Section 3: Second box is checked.

C of A Section 5: Either Person A or B (preferably the Secretary) signs attesting to the signature of Persons A and B.

NOTE: If the Secretary can sign the C of A, then they must sign in Section 4 and the other person must sign in Section 5 **AND** the Person who did not sign Section 4 signs attesting to the signing authority and signature of the person who did sign in Section 4, subject to the note above.

CERTIFICATE OF AUTHORITY

1. **Organizational Information.** This Certificate of Authority has been completed on behalf of the following Local Governmental Agency (the "Local Governmental Agency"):

Local Governmental Agency Legal Name: _____

Federal Tax Identification Number: _____

2. **Authorized Persons.** In accordance with the governance rules relating to the Local Governmental Agency, the following individuals (the "Authorized Person(s)") are authorized, on behalf of the Local Governmental Agency, to execute and deliver to U.S. Bank National Association ("U.S. Bank") and/or its affiliates the applicable contract(s), any applicable addenda and/or amendments thereto and any other documents or writings required by U.S. Bank (collectively, the "Documents") for the purpose of establishing one (1) or more card programs, extending credit and providing related services to the Local Governmental Agency with U.S. Bank in the United States (collectively, the "Services"):

Name	Title	Signature

3. **Execution Requirements.** The governance rules relating to the Local Governmental Agency require the following number of Authorized Persons to sign the Documents for the Services (choose only one box):

- One (1) Authorized Person
 Two (2) Authorized Persons

4. **Execution.** By signing the Documents, each individual signing in his or her capacity as an authorized signing officer of the Local Governmental Agency and not in his or her personal capacity, certifies and warrants that (a) all action required by Local Governmental Agency's organizational documents to authorize the signer(s) to act on behalf of the Local Governmental Agency in all actions taken under the Documents, including but not limited to, the authority to incur debt on behalf of the Local Governmental Agency, has been taken, (b) each signer is empowered in the name of and on behalf of the Local Governmental Agency to enter into all transactions and Services contemplated in the Documents, and (c) the signatures appearing on all supporting documents of authority are authentic.

5. **Certification.** I certify that I am the _____ and I am acting in my official capacity as an authorized officer who has been given the authority by the Local Governmental Agency to certify that the Authorized Person(s) has/have the full power and authority under applicable law and the governance rules relating to the Local Governmental Agency to execute and deliver to U.S. Bank, on behalf of the Local Governmental Agency, and to bind the Local Governmental Agency under, the Documents for the purpose of establishing and extending the Services. I also certify that the name(s) and title(s) of the Authorized Person(s) set forth above are correct and that the signature appearing beside each name is a true and genuine specimen of his/her signature.

 ↑ Printed Name of the _____ of the Local Governmental Agency↑ (Cannot be an Authorized Person listed in Section 2)

 ↑ Signature of the _____ of the Local Governmental Agency↑ **Date**

I certify that I am an officer of the Local Governmental Agency, and as such, I certify that the above-named _____ is acting in such capacity on behalf of the Local Governmental Agency, the signature below is my genuine signature and the signature above is the genuine signature of such _____.

 ↑ Printed Name & Title of Individual Signing Below ↑ (Cannot be an Authorized Person listed in Section 2)

 ↑ Signature ↑ Attested by One (1) Other Individual of the Local Governmental Agency **Date**

RESOLUTION 2020 –

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

**APPROVING PARTICIPATION IN THE STATE OF
CALIFORNIA CAL-CARD PROGRAM**

WHEREAS, the State of California offers local governments and Special District a Credit Card program, and

WHEREAS, the Director of Administration recommended to the Finance Committee the benefits to the District by participating in this program; and

WHEREAS, the Finance Committee agreed with the recommendation on February 17, 2020; and

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT does hereby Approve the District's participation, to be effective February 26, 2020.

PASSED AND ADOPTED this 26th day of February 2020 by the following vote:

AYES:
NOES;
ABSTAIN:
ABSENT:

CALAVERAS COUNTY WATER DISTRICT

Bertha Underhill, President
Board of Directors

ATTEST:

Rebecca Hitchcock
Clerk to the Board

Agenda Item

DATE: February 26, 2020
TO: Michael Minkler
FROM: Rebecca Callen, Director of Administrative Services
SUBJECT: Discussion/Direction Regarding Status of Board Budget

RECOMMENDED ACTION:

Discussion/Direction regarding the status of the Board of Director Budget

SUMMARY:

The Board of Director's budget includes \$15,000 for Training, Conference, and Travel. That is down from \$25,000 in 2017/18. The funds are used for important educational events, training, and legislative advocacy efforts that provide a significant benefit to the District. This is a discussion item to discuss whether \$15,000 is adequate for a five member Board.

FINANCIAL CONSIDERATIONS:

Subject to Board direction, a budget adjustment can be made within fund by the General Manager under Financial Policy 5.00.2.14.

Attachment: District Financial Management Policy No. 5.00.2.14

- 5.00.2.10 The district will not establish a program without also providing the necessary funding to accomplish those objectives. All new operating programs or initiatives submitted for policy decision should include a five-year estimate of anticipated annual operating costs, revenues and their associated impacts on rates.
- 5.00.2.11 At mid-year, there will be a comprehensive review of the operations to date in comparison to the existing budget. Projections of revenues and expenditures through the end of the fiscal year will be prepared and reviewed by management staff with a report to the Board of Directors by February of the operating fiscal year. At that time, the board of Directors will adopt the budget schedule for the forthcoming fiscal year.
- 5.00.2.12 The operating budget will be prepared to fund current year expenditures with current year revenue. However, surplus fund balances may, in the Board's discretion, be used to increase reserves, fund capital improvement projects, or be carried forward to fund future year's operating budgets when necessary to stabilize services.
- 5.00.2.13 The District will avoid budgetary and accounting procedures that balance the current budget at the expense of future budgets. Budget items requiring Board action:
- a) Appropriation of reserves
 - b) Transfers between funds
 - c) Appropriation of any unanticipated revenues
 - d) Inter-fund loans
 - e) Creation of new CIP projects and appropriation increases in existing CIP projects
- 5.00.2.14 Budget items delegated to the General Manager: transfers between budgeted activities or departments within a fund.
- 5.00.2.15 Budget items delegated to Department Heads: Within the budgeted category, line item transfers are the responsibility of the Department Heads, subject to approval of the Finance Director and the General Manager. Transfers of line item budgets will be documented in a report provided to the General Manager and Board of Directors at such times as deemed appropriate by the Finance Director.
- 5.00.2.16 All appropriations, except for selected capital expenditures and capital outlay projects, shall lapse at the end of the fiscal year to the extent that such appropriation has not been expended, except for: