



**RESOLUTION NO. 2020-19  
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, March 25, 2020  
1:00 p.m.

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

**Based on guidance from the California Governor's Office and Department of Public Health, in order to minimize the potential spread of the COVID-19 virus, the Calaveras County Water District will convene its public meetings of the Board of Directors telephonically until further notice.**

**Members of the public are encouraged to participate in the below noticed meeting by following these guidelines:**

- 1. Join the WebEx meeting at the link in the email**
- 2. Please do not talk over the top of any other callers. Conversations must be one at a time to allow the Board and other participants to hear comments.**
- 3. Please follow all other instructions from the person running the meeting.**

## **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**

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### **BOARD OF DIRECTORS**

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

**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 Minutes for the Board Meeting of February 26, 2020.

**4. NEW BUSINESS**

- 4a Discussion/Action regarding the District's COVID-19 Response  
(Michael Minkler, General Manager) **RES 2020-\_\_\_\_\_**
- 4b Presentation/Discussion of Calaveras County Water District's FY 2020-21 5-Year Capital Improvement Project (CIP) Program  
(Charles Palmer, District Engineer)
- 4c Discussion/Action regarding Award of Construction Contract for the Ebbetts Pass Techite Pipeline Replacement Project  
(Charles Palmer, District Engineer) **RES 2020-\_\_\_\_\_**
- 4d Discussion/Direction regarding an update of the District Operational Assistance Policy  
(Michael Minkler, General Manager) **RES 2020-\_\_\_\_\_**

**5. REPORTS**

5a\* General Manager Report

**6\* BOARD REPORTS / INFORMATION / FUTURE AGENDA ITEMS**

**7. NEXT BOARD MEETINGS**

- Wednesday, April 8, 2020, 1:00 p.m., Regular Board Meeting
- Wednesday, April 22, 2020, 1:00 p.m., Regular Board Meeting

**8. CLOSED SESSION**

- 8a 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
- 8b Conference with Legal Counsel – Existing Litigation  
Government Code § 54956.9(a) La Contenta Investors, LTD vs. CCWD (Calaveras County Superior Court #11CV37713)
- 8c Conference with Legal Counsel-Existing Litigation  
Government Code 54956.9(d)(1)  
California Sportfishing Protection Alliance v. All persons interested in the matter of the validity of the Eastern San Joaquin Groundwater Subbasin groundwater sustainability plan et al. (Stanislaus County Superior Court Case # CV20-1720)

8d Public Employee Performance Evaluation-Government Code §54957  
General Manager

**9. REPORTABLE ACTION FROM CLOSED SESSION**

**10. NEW BUSINESS**

10a\* Discussion/Action on amendment to General Manager's Employment Contract

**11. ADJOURNMENT**



# CALAVERAS COUNTY WATER DISTRICT

## Board of Directors

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

## Financial Services

Umpqua Bank  
US Bank  
Wells Fargo Bank

## CCWD Committees

\*Engineering Committee  
\*Finance Committee  
\*Legal Affairs Committee

## Joint Power Authorities

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

## Other Regional Organizations of Note

Calaveras 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 1<sup>st</sup> name listed is the committee chairperson.



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

## MINUTES

### CALAVERAS COUNTY WATER DISTRICT REGULAR BOARD MEETING

February 26, 2020

- Directors Present: Bertha Underhill, President  
Jeff Davidson, Vice President  
Scott Ratterman, Director  
Cindy Secada, Director  
Russ Thomas, Director
- Staff Present: Michael Minkler, General Manager  
Rebecca Hitchcock, Clerk to the Board  
Charles Palmer, District Engineer  
Damon Wyckoff, Director of Operations  
Joel Metzger, External Affairs Manager  
Rebecca Callen, Director of Administrative Services
- Others Present: Robert H. Greenfield, Esq. of ACWA Joint Powers Authority

## ORDER OF BUSINESS

### CALL TO ORDER / PLEDGE OF ALLEGIANCE

#### 1. ROLL CALL

President Underhill called the Regular Board Meeting to order at 9:00 a.m. and led the pledge of allegiance.

#### 2. PUBLIC COMMENT

There was no public comment.

#### 3. CONSENT AGENDA

**MOTION: Directors Davidson/Secada-Approved Consent Agenda Item:  
3a, 3b, and 3c as presented**

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 2020-13**

- 3c Approval of Professional Services Agreement for Environmental Services for the Ebbetts Pass Reach 1 Pipeline Project  
(Charles Palmer, District Engineer) **RES 2020-14**

**4. NEW BUSINESS**

- 4a Presentation of Rate Stabilization Fund Refund by Robert H. Greenfield, Esq. of ACWA Joint Powers Insurance Authority

Robert H. Greenfield, Esq. of the Association of California Water Agencies-Joint Powers Insurance Authority (ACWA JPIA) explained the self-insurance program which CCWD participates in. He congratulated CCWD on staff's attendance at various training and program opportunities, and the overall reduction in claims by the District. Mr. Greenfield presented the Board of Directors with a rate stabilization fund refund check issued to CCWD for \$147,000.

- 4b Discussion/Action Regarding Enrollment in the CAL-CARD Program for Government Entities  
(Rebecca Callen, Director of Administrative Services) **RES 2020-15**

**MOTION: Davidson/Secada – Approved Resolution 2020-15 - Authorizing the District to enroll in the CAL-CARD Program for Government Agencies**

**DISCUSSION:** Ms. Callen stated the District is currently using a business Credit Card for some purchases. She gave a brief overview of the CAL-CARD program that is administered by the State. The State has developed policies and training material that can be utilized by the District. She also mentioned that a rebate can be earned for paying the bill on time. Ms. Callen said that during the time it takes to get the CAL-CARD program approved by the State, staff will be reviewing the purchasing policy for ways to streamline the accounts payable process.

**PUBLIC COMMENT:** There was no public comment.

**AYES: Directors Davidson, Secada, Ratterman, Thomas, and Underhill**  
**NOES: None**  
**ABSTAIN: None**  
**ABSENT: None**

- 4c Discussion/Direction Regarding Status of Board Budget  
(Michael Minkler, General Manager)

**DISCUSSION:** Mr. Minkler stated that the Board of Directors Travel Budget was reduced this year to save cost. The line item is getting close to budget and adjustments can be made within the Board budget for this fiscal year. However, the budget may need to go back to previous years amount. Director Davidson recommended changing the travel receipts from the Washington, D.C. to a Legislative Advocacy under the General Management Budget instead of Board Travel. There was discussion about the Travel Policy and the Board would like the Board Travel Budget to be broken down by Director.

**5. OLD BUSINESS**

There was no old business.

## 6. **REPORTS**

### 6a General Manager Report

**DISCUSSION:** Mr. Minkler reported on the following activities: 1) a joint letter was submitted from the Amador Water Agency, Tuolumne Utilities District, and CCWD to the Water Board requesting follow-up on the Voluntary Settle Agreements; 2) the bid opening for the Techite line replacement project is next week; 3) the Finance Department staff has organized demos for alternative finance software; 4) there was a meeting with the County and Director Thomas regarding the Groundwater Sustainability Agency (GSA) meeting MOU; 5) he and Director Thomas attended the Utica Water and Power Authority and the Angels City Council meeting February 25th; 6) on the hydropower sales front, there is concern about less snow run off this year and the potential to not be a good year for hydropower unless the snowpack increases significantly; and 7) the Renewable Market Adjusting Tariff (ReMAT) Coalition meetings have had a flurry of activity lately. There has not been much accomplished in the past year and the District is trying to put legislative pressure on the Public Utilities Commission (PUC) to reopen ReMAT.

## 7. **BOARD REPORTS / INFORMATION / FUTURE AGENDA ITEMS**

Director Secada attended the Tuolumne-Stanislaus Integrated Regional Water Management meeting last Wednesday and was given a presentation by Calaveras Healthy Impact Product Solutions. They also reviewed the Disadvantaged Community (DAC) Assessment edits which were accepted. In addition, the Stanislaus River Association meeting will be March 6th.

Director Davidson will be out of town on 3/14-3/19.

Director Thomas reported Daylight Savings time begins this weekend changing the meeting time to 1:00 p.m. He also spoke about the Region 2 & 4 Tour later in March.

Director Ratterman had nothing to report.

Director Underhill reported that Reach 1 construction begins again on March 2<sup>nd</sup>.

## 8. **NEXT BOARD MEETINGS**

- Wednesday, March 4, 2020, 1:00 p.m., Board Workshop-Strategic Planning Cancelled
- 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

The meeting adjourned into Closed Session at approximately 10:00 a.m. Those present were Board Members: Russ Thomas, Bertha Underhill, Cindy Secada, Jeff Davidson, and Scott Ratterman; staff members Michael Minkler, General Manager, and Stacey Lollar, Human Resources Manager (for item 9b); and Dave Cameron, Special Counsel.

## 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**

The Board reconvened into Open Session at approximately 11:50 a.m. There was no reportable action.

**11. ADJOURNMENT**

With no further business, the meeting adjourned at 11:50 a.m.

By:

ATTEST:

\_\_\_\_\_  
Michael Minkler  
General Manager

\_\_\_\_\_  
Rebecca Hitchcock  
Clerk to the Board



# Agenda Item

DATE: March 25, 2020

TO: Michael Minkler

FROM: Rebecca Callen, Director of Administrative Services

SUBJECT: Discussion/Direction Regarding an Emergency Moratorium of Water Lock Offs and Late Fees

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## **RECOMMENDED ACTION:**

Discussion/Action regarding the emergency moratorium of water lock offs and late fees in response to COVID-19.

## **SUMMARY:**

Governor Newsom issued executive order N-33-20 directing all Californians to stay home with certain limited exceptions. State officials have also urged utilities to suspend late fees and lock offs due to non-payment during. Many agencies are now taking this step by suspending lock offs and late fees usually added to accounts for non-payment, including the other water agencies in Calaveras County.

To support our customers during this time and mitigate any further hindrances to them being able to pay their bills, staff recommends adopting a temporary moratorium that suspends the past due process, the lock off process, and the application of late fees until June 1, 2020. These would normally be added to past-due accounts per the District's Rules and Regulations 22.00.02, whereby we would add \$10 for failure to pay within the ten-calendar day reminder period and a second past due amount of \$18 after that. The only existing waiver under CCWD Policy 22.00.05 is limited to a one-time waiver and may not be applicable to those customers that have already executed that policy during that last two or five years, depending on their circumstances.

Additionally, a \$36 fee would normally be applied for non-payment whereby we would dispatch an employee of the District to disconnect or shut off a service line under 22.01.01.

Under this temporary moratorium, customers are still obligated to pay all water and wastewater charges. Any unpaid balances will be added to the customers subsequent bill and the District is continuing to suggest customers pay online, drop off at the lock box, or mail payments to keep their accounts current. There is no recommendation to waive base and consumptive bills. This policy only addresses the \$10-28 application of late fees per account and a suspension of lock-offs.

**FINANCIAL CONSIDERATIONS:**

Depending on the cycle, past due accounts range between 100-600+. This equates to waiving as much as \$20,000 in late fees.

*Attachment: Resolution No. 2020-\_\_ - COVID-19 Shut Off Moratorium*

**RESOLUTION NO. 2020 –**

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

**COVID-19 SHUT OFF MORATORIUM**

**WHEREAS**, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus and the disease it causes, “coronavirus disease 2019,” abbreviated COVID-19, (“COVID-19”); and

**WHEREAS**, on March 16, 2020, the Governor of the State of California issued two executive orders, the second specifically adding protections against utility shutoffs for Californians affected by COVID-19; and

**WHEREAS**, on March 19, 2020, the Governor of the State of California issued Executive Order N-33, ordering all residents of the State of California to stay at home or their place of residence in an attempt to stop the spread of COVID-19; and

**WHEREAS**, the Centers for Disease Control and Prevention, the California Department of Health, and the Calaveras County Department of Public Health have all issued recommendations including but not limited to social distancing, canceling or postponing large group events, working from home, and other precautions to protect public health and prevent transmission of this communicable virus; and

**WHEREAS**, the Governor of the State of California has stated that individuals exposed to COVID-19 may be temporarily unable to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals affected by COVID-19 may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks; and

**WHEREAS**, loss of income as a result of COVID-19 may inhibit businesses and residents served by Calaveras County Water District from fulfilling their financial obligations, including paying for water and sewer charges; and

**WHEREAS**, ensuring that all people in the Calaveras County Water District service areas continue to have access to running water during this public health crisis will enable compliance with public health directives that people regularly wash their hands will help prevent further spread of COVID-19; and

**WHEREAS**, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, it is necessary to exercise the Board of Director’s authority to issue this regulation related to the protection of life and property.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:** that as a result of the local emergency between now and June 1, 2020 the CALAVERAS COUNTY WATER DISTRICT hereby suspends: (a) the discontinuation or shut off of water service for residents and business in the Calaveras County Water District Service areas for non-payment of water and sewer bills; and (b) the imposition of late payment penalties or fees for delinquent water and/or sewer bills.

**BE IT FURTHER RESOLVED,** that nothing in this Resolution shall relieve any customer of its obligation to pay their water and/or sewer charges.

**PASSED AND ADOPTED** this 25th day of March 2020 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

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Bertha Underhill, President  
Board of Directors

ATTEST:

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Rebecca Hitchcock  
Clerk to the Board

# Agenda Item

DATE: March 25, 2020

TO: Board of Directors  
Michael Minkler, General Manager

FROM: Charles Palmer, District Engineer

SUBJECT: Presentation/Discussion of Calaveras County Water District's FY 2020-21  
5-Year Capital Improvement Project (CIP) Program

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## **ACTION:**

None at this time.

## **SUMMARY:**

The District's 5-Year Capital Improvement Project (CIP) Program is updated each year prior to being inserted into to the next fiscal year budget. The proposed 5-Year CIP program includes both water and wastewater segments and targets critical priorities: worker safety, reliability and redundancy, expansion of capacity for future growth, hazard mitigation (wildfire, flood, etc.), water supply, regulatory/permit compliance, and renovation and replacement of aging facilities.

The proposed FY 2020-21, 5-Year CIP program water segments is shown in attached Table 'A'. The water segment is highlighted by several significant pipeline replacement projects including: Ebbetts Pass Reach 1 Pipeline Replacement project, Ebbetts Pass Techite Pipeline Replacement Project, Jenny Lind Kirby-Gabor-Garner Service Line Replacement Project, and the Jenny Lind A-B Transmission Main Project. Also, the District plans to initiate its automatic meter reading (AMR) program in FY 2020-21.

The proposed FY 2020-21, 5-Year CIP program wastewater segment is shown in attached Table 'B'. The wastewater segment is highlighted by several key projects including West Point and Wilseyville Wastewater Treatment Plant Consolidation grant project, the Copper Cove Lift Station 6, 8 & Force Main Bypass and Lift Station 15 & 18 Replacement projects. Also, in FY 2020-21 the District will undertake a significant engineering and design efforts for a new secondary clarifier, leach field expansion and other improvements to the Arnold Wastewater Treatment Plant. Also, a pre-design will be made for future improvements to the Copper Cove Wastewater Treatment Plant.

The CIP is funded by Capital Renovation and Replacement (Capital R&R) revenues, expansion fees, grants and other sources. Through the Capital R&R program – which annually generates about \$3 million for water and \$1 million for wastewater projects – the District is making a commitment and systematic reinvestment in its water and wastewater facilities to maintain service reliability, preserve functionality and comply with increasingly more stringent regulatory requirements. To supplement the District’s own funds, it will be critical that staff continue to identify and secure grants and loans in order to move major projects forward.

## **FINANCIAL CONSIDERATIONS:**

The updated 5-Year CIP program will be returned to the Board of Directors for final approval in April 2020 prior to it being incorporated into the FY 2020-21 annual budget. Multi-year projects may fully obligate funds for subsequent years once starting construction until completing the project.

### Attachments:

*Table ‘A’ – FY 2020-21, 5-Year CIP Water Segment (2-pages)*

*Table ‘B’ – FY 2020-21, 5-Year CIP Wastewater Segment (1-page)*

**TABLE 'A' - WATER SEGMENT**  
**CALAVERAS COUNTY WATER DISTRICT**  
**5-YEAR CAPITAL IMPROVEMENT PROGRAM / FISCAL YEARS 2020-21 THRU 2024-25**

PROJECT DESCRIPTION	TOTAL PROJECT COST (\$1,000's)	SCHEDULE						CIP COSTS (\$1,000's)						
		FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	Future (> 5-yrs)
<b>EBBETTS PASS</b>														
11085 Reach 1 Pipeline Replacement	\$ 7,400	■	■					\$ 3,000	\$ 4,400					
11084 Techite Pipeline Replacement	\$ 2,300	■	■	■				\$ 100	\$ 2,000	\$ 200				
11095 Redwood Tanks / Cal-OES HMGP	\$ 3,000		■	■	■	■			\$ 500	\$ 1,500	\$ 1,000			
11083L Larkspur Tank Replacement	\$ 400		■	■					\$ 100	\$ 300				
11083S Sawmill & Hunters Tanks Rehab.	\$ 1,500				■	■	■				\$ 300	\$ 600	\$ 600	
- Pinebrook Tank Rehabilitation	\$ 400												\$ 400	
11099 Meadowmont Pump Station Rehab.	\$ 175	■	■					\$ 55	\$ 120					
11103 Hunters Raw Water Pump Replacement	\$ 2,000												\$ 2,000	
11098 Hunters WTP Filter Rehab.	\$ 480	■	■					\$ 240	\$ 240					
11108 Big Trees 1, 4 & 5 Pump Station Replace	\$ 850				■	■	■				\$ 75	\$ 475	\$ 300	
- Avery Pumps / Motor Control Soft Starts	\$ 60		■	■					\$ 60					
<b>JENNY LIND</b>														
11066g Kirby, Gabor, Garner Service Lines	\$ 550	■	■					\$ 500	\$ 50					
11088 A-B Transmission Pipeline	\$ 6,000	■	■	■	■	■			\$ 1,000	\$ 2,500	\$ 2,500			
- Jenny Lind Tanks A, B, E & F Rehab.	\$ 2,000												\$ 2,000	
- Jenny Lind Raw Water Intake Structure	\$ 4,000												\$ 4,000	
- Jenny Lind Tank C Replacement	\$ 500												\$ 500	
11083j Clearwell #2 Repair & Paint	\$ 200					■	■					\$ 200		
<b>COPPER COVE</b>														
11104 Tulloch North Loop/Submerged Crossing	\$ 3,500												\$ 3,500	
11110 Reeds Turnpike Pump Station	\$ 350		■	■					\$ 350					
11111 Tank B Pump Station Rehab.	\$ 850			■	■	■				\$ 100	\$ 750			
11083C Tank B & Clearwell Rehab.	\$ 1,000		■	■					\$ 500	\$ 500				
- SCADA Improvements	\$ 100		■	■					\$ 100					
- Zone B-C Trans. Pipeline & Pump Station	\$ 9,000												\$ 9,000	
<b>SUBTOTAL (PAGE 1 OF 2)</b>	<b>\$ 46,615</b>							<b>\$ 3,895</b>	<b>\$ 9,420</b>	<b>\$ 5,100</b>	<b>\$ 4,625</b>	<b>\$ 1,275</b>	<b>\$ 900</b>	<b>\$ 21,400</b>

DESIGN PHASE

CONSTRUCTION PHASE

**TABLE 'A' - WATER SEGMENT (CONTINUED)**

**CALAVERAS COUNTY WATER DISTRICT**

**5-YEAR CAPITAL IMPROVEMENT PROGRAM / FISCAL YEARS 2020-21 THRU 2024-25**

PROJECT DESCRIPTION	TOTAL PROJECT COST (\$1,000's)	SCHEDULE						CIP COSTS (\$1,000's)						
		FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	Future (> 5-yr)
<b>WEST POINT</b>														
11106 Backup Water Filter	\$ 2,000								\$ 500	\$ 500	\$ 1,000			
- Acorn Pump Station & Trans. Pipeline	\$ 2,000													\$ 2,000
- Middle Fork Pump Station	\$ 1,600													\$ 1,600
11107 SCADA / PLC / Radio Improvements	\$ 100							\$ 50	\$ 50					
<b>SHEEP RANCH</b>														
- Water Plant Replacement	\$ 800											\$ 100	\$ 700	
- Distribution System Replacement	\$ 750											\$ 50	\$ 700	
- Clearwell Rehab. / Repair & Paint	\$ 350											\$ 25	\$ 325	
11112 White Pines Dam Blanket Drain Repairs*	\$ 200							\$ 200						
<b>WALLACE</b>														
11100 SCADA / PLC / Radio Improvements*	\$ 100							\$ 100						
11083W Wallace Water Tanks / Repair & Paint	\$ 450										\$ 50	\$ 400		
<b>OTHER / VARIOUS</b>														
11101 District Corp Yard	\$ 1,000							\$ 200	\$ 800					
11096 AMR Radio Read Meters	\$ 6,000								\$ 1,000	\$ 2,000	\$ 2,000	\$ 1,000		
- Misc. Road Repairs / Cal-OES	\$ 65								\$ 65					
- Slurry Line Improvements	\$ 100								\$ 100					
<b>SUBTOTAL (PAGE 2 OF 2)</b>	<b>\$ 15,515</b>							<b>\$ 200</b>	<b>\$ 2,815</b>	<b>\$ 2,550</b>	<b>\$ 3,050</b>	<b>\$ 1,575</b>	<b>\$ 1,725</b>	<b>\$ 3,600</b>
<b>TOTAL (BOTH PAGES)</b>	<b>\$ 62,130</b>							<b>\$ 4,095</b>	<b>\$ 12,235</b>	<b>\$ 7,650</b>	<b>\$ 7,675</b>	<b>\$ 2,850</b>	<b>\$ 2,625</b>	<b>\$ 25,000</b>

DESIGN PHASE

CONSTRUCTION PHASE



**TABLE 'B' - WASTEWATER SEGMENT**  
**CALAVERAS COUNTY WATER DISTRICT**  
**5-YEAR CAPITAL IMPROVEMENT PROGRAM / FY 2020-21 THRU 2024-25**

PROJECT DESCRIPTION	TOTAL PROJECT COST (\$1,000's)	SCHEDULE						CIP COSTS (\$1,000's)						
		FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	Future (> 5-yr)
<b>ARNOLD</b>														
15095 Clarifier, RAS/WAS & Eff.Pumps, Digester	\$ 1,800							\$ 200	\$ 400	\$ 600	\$ 600			
15096 Leach Field Improvements	\$ 700								\$ 100	\$ 300	\$ 300			
- Tertiary Filter Rehab.	\$ 250								\$ 25	\$ 100	\$ 125			
- Effluent Storage Tank Rehab.	\$ 250								\$ 25	\$ 100	\$ 125			
- Lift Station 2 & 3 Improvements	\$ 1,000									\$ 250	\$ 750			
<b>LA CONTENTA</b>														
15097 WWTP Biolac, Clarifier & UV Improvements	\$ 4,000									\$ 300	\$ 300	\$ 1,700	\$ 1,700	
<b>COPPER COVE</b>														
15094 WWTP Secondary, Tertiary & UV Improv.	\$ 13,000								\$ 500	\$ 500	\$ 4,000	\$ 4,000	\$ 4,000	
15076 Lift Stations 6, 8, & Force Main Bypass	\$ 3,200							\$ 100	\$ 100	\$ 1,500	\$ 1,500			
15080 Lift Station 15 & 18 Rehab./ Replacement	\$ 2,400							\$ 100	\$ 100	\$ 1,100	\$ 1,100			
<b>WEST POINT</b>														
15091 West Point/Wilseyville Consolidation	\$ 4,750								\$ 450	\$ 2,150	\$ 2,150			
<b>FOREST MEADOWS</b>														
- UV Disinfection System Replacement	\$ 300									\$ 300				
- Sludge Tank & Belt Press Improvements	\$ 50								\$ 50					
<b>OTHER / VARIOUS</b>														
15099 Headworks Screen Replacement	\$ 275							\$ 135	\$ 140					
- Regional Biosolids / Sludge Handling	\$ 1,500												\$ 1,500	
15087 Wallace Renovation, SCADA, PLC & Electrical	\$ 100								\$ 100					
- Collection System Rehab. and I&I Mitigation	\$ 300								\$ 100	\$ 100	\$ 100			
15093 Southworth Collection System / I&I Mitigation	\$ 100							\$ 50	\$ 50					
15098 Indian Rock Sand Filter Rehab.	\$ 200							\$ 100	\$ 100					
- Sequoia Woods Leach Field Rehab.	\$ 150										\$ 150			
<b>TOTALS</b>	<b>\$ 34,325</b>							<b>\$ 685</b>	<b>\$ 2,240</b>	<b>\$ 7,300</b>	<b>\$ 11,200</b>	<b>\$ 5,700</b>	<b>\$ 5,700</b>	<b>\$ 1,500</b>

DESIGN PHASE 

CONSTRUCTION PHASE 

# Agenda Item

DATE: March 25, 2020

TO: Michael Minkler, General Manager

FROM: Charles Palmer, District Engineer

SUBJECT: Discussion/Action Regarding Award of Construction Contract for the Ebbetts Pass Techite Pipeline Replacement Project

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## RECOMMENDED ACTION:

Motion \_\_\_\_/\_\_\_\_ adopting Resolution No. 2020-\_\_\_\_ Awarding Construction Contract for the Ebbetts Pass Techite Pipeline Replacement Project, CCWD CIP #11084.

## SUMMARY:

Located along Meko Dr., Blackfoot Cir., and Mewuk Ln. in Big Trees Village, the Ebbetts Pass Techite Pipeline Replacement Project consists of approximately 7,000 feet of new 10-inch ductile iron water main including fire hydrants, air valves, water services, a pressure regulating station and other appurtenances. The Engineer's estimate of construction cost was \$2.0 million. A public bid opening for the construction contract was held on March 12, 2020. The District received six (6) bids listed below with the apparent low bidder being K.W. Emerson, a local contractor headquartered in San Andreas, CA that has successfully performed work for the District in the past.

LOW BIDDER	BIDDER NAME	TOTAL AMOUNT
1	K.W. Emerson, Inc.	\$1,899,149
2	Vinciguerra Construction	\$2,255,500
3	Mozingo Construction	\$2,316,810
4	Sierra Mountain Construction	\$2,388,200
5	D.A. Wood Construction	\$2,518,750
6	MDK Construction	\$2,599,480

## FINANCIAL CONSIDERATIONS:

Staff recommends awarding K.W. Emerson this contract in the amount of \$1,899,149. The project is part of the adopted 5-year Capital Improvement Program in the current FY 2019-20 budget and will be continued in the next FY 2020-21 budget. It will be funded by the Water Capital R&R Fund (Fund 125), which has sufficient funds available.

Attachments: *Resolution 2020-\_\_\_\_ Awarding Construction Contract for Ebbetts Pass Techite Pipeline Replacement Project, CIP #11084*  
*Bid Abstract*

**RESOLUTION NO. 2020-**

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

**AWARDING CONSTRUCTION CONTRACT FOR THE  
EBBETTS PASS TECHITE PIPELINE REPLACEMENT PROJECT  
CCWD CIP #11084**

**WHEREAS**, upon advertising and conducting a public bid opening on March 12, 2020, the District received six (6) bids for construction of the Ebbetts Pass Techite Pipeline Replacement Project with the lowest responsive and responsible bidder being K.W. Emerson, Inc. of San Andreas, CA in the amount of \$1,899,149; and

**WHEREAS**, while the FY 2019-20 Capital Improvement Program (CIP) budget includes \$1.6 million for this project, the FY 2020-21 budget will carryover and supplement this funding to cover the construction contract and other project costs, which funds are available from the Water Capital R&R Fund (Fund 125).

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT accepts the bid and awards the contract to K.W. Emerson, Inc. as the lowest responsive and responsible bidder and authorizes the General Manager to execute said contract in the amount of \$1,899,149 for construction of the Ebbetts Pass Techite Pipeline Replacement Project, CIP #11084.

**PASSED AND ADOPTED** this 25<sup>th</sup> day of March 2020 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

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Bertha Underhill, President  
Board of Directors

ATTEST:

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Rebecca Hitchcock  
Clerk to the Board

**CALAVERAS COUNTY WATER DISTRICT  
TECHITE  
BID ABSTRACT (3 lowest)**

ITEM	WORK / MATERIAL	UNIT	QUNTY	K.W. EMERSON, INC.		VINCIGUERRA CONST.		MOZINGO CONST.	
				SAN ANDREAS		SUTTER CREEK		location	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
#				(Figures)	(Figures)	(Figures)	(Figures)	(Figures)	(Figures)
001	MOBILIZATION & DEMOBILIZATION	LS	1	\$70,894.00	\$70,894.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
002	ENCROACHMENT PERMIT & TRAFFIC CONTROLS	LS	1	\$14,372.00	\$14,372.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
003	SWPPP/BMP's	LS	1	\$34,680.00	\$34,680.00	\$20,000.00	\$20,000.00	\$35,000.00	\$35,000.00
004	SHEETING, SHORING & BRACING	LS	1	\$12,636.00	\$12,636.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
005	NEW 10" WATER MAIN PARRALLEL TRECH	LF	4,200	\$108.00	\$453,600.00	\$160.00	\$672,000.00	\$136.00	\$571,200.00
006	NEW 10" WATER MAIN REMOVE & REPLACE	LF	2,700	\$132.00	\$356,400.00	\$200.00	\$540,000.00	\$140.00	\$378,000.00
007	NEW 10" GATE VALVES	EA	17	\$3,506.00	\$59,602.00	\$3,500.00	\$59,500.00	\$2,600.00	\$44,200.00
008	NEW AIR VALVES DETAIL W05	EA	3	\$6,795.00	\$20,385.00	\$7,500.00	\$22,500.00	\$9,000.00	\$27,000.00
009	NEW FIRE HYDRANTS DETAILS W04 & W04A	EA	8	\$7,650.00	\$61,200.00	\$10,000.00	\$80,000.00	\$8,500.00	\$68,000.00
010	NEW 1" WATER SERVICES PERMANENT / DETAIL W07	EA	80	\$3,438.00	\$275,040.00	\$2,500.00	\$200,000.00	\$3,500.00	\$280,000.00
011	TEMP. 1" WATER SERVICES BYPASS PIPING	EA	13	\$1,949.00	\$25,337.00	\$1,000.00	\$13,000.00	\$4,000.00	\$52,000.00
012	TEMP. 6" WATER MAIN BYPASS PIPING	LF	2,800	\$28.00	\$78,400.00	\$25.00	\$70,000.00	\$75.00	\$210,000.00
013	DETAIL 1 / SHEET C13	LS	1	\$11,090.00	\$11,090.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00
014	DETAIL 2 / SHEET C13	LS	1	\$19,511.00	\$19,511.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
015	DETAIL 3 / SHEET C13	LS	1	\$13,558.00	\$13,558.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00
016	DETAIL 4 / SHEET C13	LS	1	\$11,721.00	\$11,721.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00
017	DETAIL 1 / SHEET C14	LS	1	\$17,475.00	\$17,475.00	\$12,000.00	\$12,000.00	\$20,000.00	\$20,000.00
018	PRESSURE REG. STATION, SHEETS C11 & C12	LS	1	\$78,676.00	\$78,676.00	\$100,000.00	\$100,000.00	\$75,000.00	\$75,000.00
019	DETAIL 4 / SHEET C14	LS	1	\$10,840.00	\$10,840.00	\$8,000.00	\$8,000.00	\$15,000.00	\$15,000.00
020	DETAIL 5 / SHEET C14	LS	1	\$15,238.00	\$15,238.00	\$8,000.00	\$8,000.00	\$15,000.00	\$15,000.00
021	HOT MIX ASPHALTIC CONCRETE PAVING	TONS	500	\$290.00	\$145,000.00	\$375.00	\$187,500.00	\$450.00	\$225,000.00

Bid Opening August 22, 2002

022	MINOR CONCRETE & THRUST BLOCKING	CY	40	\$458.00	\$18,320.00	\$200.00	\$8,000.00	\$200.00	\$8,000.00
023	14" TECHITE / CELLULAR FOAM ABANDONMENT	CY	170	\$195.00	\$33,150.00	\$150.00	\$25,500.00	\$173.00	\$29,410.00
024	TREE REMOVAL	LS	1	\$47,024.00	\$47,024.00	\$19,500.00	\$19,500.00	\$34,000.00	\$34,000.00
025	ALLOWANCE FOR BREAKING SOLID ROCK WITH HYDRAULIC BREAKER	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
					<b>\$1,899,149.00</b>		<b>\$2,255,500.00</b>		<b>\$2,316,810.00</b>

# Agenda Item

DATE: March 25, 2020

TO: Board of Directors

FROM: Michael Minkler, General Manager

SUBJECT: Discussion/Action to Amend the District's Operational Assistance Policy and Approve an Assistance Agreement Template

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## RECOMMENDED ACTION:

Motion: \_\_\_\_\_/\_\_\_\_\_ adopting Resolution No. 2020 - \_\_\_\_ to amend the District's operational assistance policy and approve assistance agreement template(s).

## SUMMARY:

The current coronavirus outbreak prompted staff to review the District's Operational Assistance Policy in anticipation of requests for assistance from neighboring agencies. Staff found the policy to be overly restrictive in several ways that could prevent the District from providing assistance when it is needed most. Given the fact Staff has been addressing the current situation Staff did not have time to get the draft policy prior to the Agenda Packet being published, but Staff and legal counsel are working on revisions to the policy that will be provided to the Board prior to or during the March 25, 2020, Board Meeting.

The current Operational Assistance Policy is included as attachment A. The issues under review for proposed amendments include:

- Eliminating the limitation to provide assistance only to in-county entities.
  - CCWD has close relationships with agencies in neighboring counties and has discussed the potential need for mutual aid assistance with those agencies. Considering the assistance would only be offered when CCWD has the staff availability and bandwidth to provide for its own needs first, and that CCWD would be reimbursed for the cost of the assistance, staff recommends removing this limitation to allow for mutual aid to agencies in other Counties.
- Eliminating the need for Board approval of an assistance agreement.
  - The policy provides the General Manager with the parameters under which mutual aid assistance can be offered to other agencies. The Board is also being asked to approve a template of the Assistance Agreement itself. It is likely that the need for mutual aid may come as an urgent request that would require a rapid needs assessment and response. Given the guidance in the policy and the proposed Assistance Agreement, staff recommends

eliminating the need for Board approval. The General Manager would report any mutual aid offered or received to the Board, but prior Board approval would not be required other than approval of the Policy.

- Expanding the circumstances under which assistance can be offered.
  - There may be a multitude of reasons why a nearby agency may request assistance from CCWD. The policy currently has a restrictive limitation that restricts the District to offering assistance under certain emergency circumstances. Proposed policy changes will retain the District's sole discretion to deny mutual aid requests but will also give staff more flexibility in responding to mutual aid requests when appropriate and feasible.

These policy changes will protect the District from unduly burdensome mutual aid requests while giving staff more flexibility to offer assistance when able. Draft revisions to the policy will be provided to the Board prior to the upcoming Board meeting and will be available for public review.

### **FINANCIAL CONSIDERATIONS:**

There will be no long-term financial impact as the District will require reimbursement for mutual aid assistance.

*Attachments:*

- a) *Operational Assistance Policy*
- b) *Operational Assistance Policy - Redline*
- c) *Draft Operational Assistance Agreement Template*
- d) *Draft On Call Agreement*
- e) *Resolution No. 2020-\_\_ - Amending the District's Operational Assistance Policy*

## **OPERATIONAL ASSISTANCE POLICY**

### **1.1) Purpose and Use**

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

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

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

### **1.2) Definitions**

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

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

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

1.2.2) An Emergency is a natural or human-caused event or circumstance causing, or imminently threatening to cause loss of life, injury to person or property, or human suffering. These conditions result beyond the control of the services, personnel, equipment and facilities of an Eligible Service Provider.

District shall attempt to deliver emergency domestic water upon notification by an Eligible Service Provider but will not do so if it impacts



the ability to serve its own customers and/or compromise the safety of District staff and operation of facilities.

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

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

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

### **1.3) Eligibility**

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

### **1.4) Initial Evaluation and Preparation of Needs Assessment**

- 1.4.1) Upon receipt of a written request for Services from an Eligible Service Provider, District staff shall, at the General Manager or designee's direction, prepare an Initial Evaluation.
- 1.4.2) The General Manager or designee will review the Initial Evaluation to determine whether providing Services to the requesting entity appears to

be feasible and, if so, inform the requesting entity of the estimated cost of preparing a Needs Assessment. If the requesting entity agrees in writing to pay the full actual cost of preparing the Needs Assessment, the General Manager will direct staff to prepare it.

### **1.5) Assistance Agreement**

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

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

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

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

1.5.4) The draft Assistance Agreement will be submitted to the CCWD Board for approval. Upon approval of the Agreement by the CCWD Board, either as submitted or as modified by the Board, the General Manager shall arrange for the Agreement to be executed and for staff to provide the Services according to the agreed-upon terms. This policy acknowledges that an Assistance Agreement may also need to be approved by the legislative board of the Eligible Service Provider.

### **1.6) Dedication of Revenue**

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

### **1.7) Emergency Services**

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

1.7.2.1 The CCWD General Manager is authorized to negotiate the terms of said Agreement. The rates charged under this type of Agreement will be addressed on a case by case basis.

1.7.2.2 On-Call Emergency Assistance Agreements shall be approved by the CCWD Board of Directors as described in Section 1.5.4.

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

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

##

## **OPERATIONAL ASSISTANCE POLICY**

### **1.1) Purpose and Use**

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

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

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

### **1.2) Definitions**

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

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

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

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

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

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

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

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**1.3) Eligibility**

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

**1.4) Initial Evaluation and Preparation of Needs Assessment**

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

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

## 1.5) Assistance Agreement

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

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

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

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

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

## 1.6) Dedication of Revenue

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

## 1.7) Emergency Services

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

1.7.2.1 The CCWD General Manager is authorized to [enter into the form On-Call Emergency Response Agreement](#) ~~negotiate the terms of said Agreement~~. The rates charged under this type of Agreement will be addressed on a case by case basis.

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

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

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

##

## ASSISTANCE AGREEMENT

- A.** [Name of Agency] (the “Agency”) has requested assistance from Calaveras County Water District (“CCWD”) due to an Emergency, as that term is defined in CCWD’s Operational Assistance Policy.
- B.** CCWD, pursuant to its Operational Assistance Policy, has determined that, as outlined in this Agreement, it can provide requested assistance to the Agency.
- C.** The Parties desire to outline their respective obligations in connection with CCWD providing the requested assistance and do so in this Agreement.

### Agreements

**1. Term.** This Agreement shall become effective as of the it is signed and accepted by CCWD, as outlined below, and shall continue in effect for \_\_\_\_\_ or until terminated by either Party. Either Party may terminate this Agreement with or without cause by giving 2 days’ written notice of the termination.

**2. Scope of Work.** Pursuant to the terms of this Agreement, CCWD shall provide the Agency with the following assistance:

**a** [Outline what we will be providing]

**3. Cost Accounting.**

**a** The Agency above shall reimburse CCWD the following:

**b** All costs CCWD incurs, including for staff wages, equipment costs, and all costs for any materials or anything provided by CCWD. The rates that CCWD will charge and the Agency will reimburse are shown on **Exhibit A** attached hereto.

**c** CCWD will provide a detailed monthly invoice of costs accrued to the Agency Payment shall be made within sixty (60) days after receipt of a detailed invoice.

**4. Indemnity.** To the full extent permissible under California law, the Agency, as indemnitor, will defend, hold harmless and indemnify CCWD, its directors, commissioners, officers, employees, and agents, against any claim, action, damage, loss, cost (including reasonable attorneys or expert fees) or other liability arising out of CCWD providing assistance to the Agency. This shall not apply to any claim arising from the sole negligence, or willful misconduct of CCWD or its directors, officers, or employees.

**5. Hold-Harmless.** When the law establishes a professional standard of care for the services provided, to the fullest extent permitted by law, the Agency will hold harmless CCWD, its directors, officers, and employees from all claims and demands of all persons that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct in the actual performance or non-performance of the work under this Agreement, to the extent of the



negligence of CCWD, save and except claims or litigations arising in whole or part through the willful misconduct of CCWD.

**6. Relationship between the Parties.** Nothing in this Agreement is intended to create, and nothing herein will be considered as creating, any partnership, joint venture, or agency relationship between the Agency and CCWD. Neither Party will have authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent. Neither Party will have any authority, express or implied, pursuant to this Agreement to bind the other Party to any obligation whatsoever.

**7. General Provisions.**

- a Authority.** Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement.
- b Amendment.** This Agreement may be amended or modified only by a written instrument executed by each of the Parties to this Agreement.
- c Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of law rules. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of Calaveras, California.
- d Liability.** In no event shall CCWD be liable in contract, tort, strict liability, or warranty for any special, indirect, incidental, or consequential damages to the Agency. In addition, CCWD shall not be subject to any liability for non-compliance with any law, regulation, permit, order, or direction by any local, State, or Federal Agency in respect to the operation of the Agency.
- e Headings.** The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Parties to this Agreement.
- f Construction and Interpretation.** This Agreement has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.
- g Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and, save as expressly

provided in this Agreement, supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.

- h** *Partial Invalidity.* If, after the date of execution of this Agreement, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. However, in lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
- i** *Successors and Assigns.* This Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Agreement. No Party may assign its interests in or obligations under this Agreement without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.
- j** *Waivers.* Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement and forbearance to enforce one or more of the rights or remedies provided in this Agreement shall not be deemed to be a waiver of that right or remedy.
- k** *Attorneys' Fees and Costs.* The prevailing Party in any litigation or other action to enforce or interpret this Agreement shall be entitled to reasonable attorneys' fees, expert witnesses' fees, costs of suit, and other and necessary disbursements in addition to any other relief deemed appropriate by a court of competent jurisdiction.
- l** *Necessary Actions.* Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement.
- m** *Compliance with Law.* In performing their respective obligations under this Agreement, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.
- n** *Third Party Beneficiaries.* This Agreement shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.
- o** *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
- p** *Notices.* All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing unless provided otherwise in this Agreement and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by facsimile transmission on the Party to whom notice is to be given at the address(es) provided below, (ii) on

the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, as provided below:

**Notice Information**

**CCWD**

**Agency**

Calaveras County Water District  
Attn: General Manager  
120 San Andreas, CA 95249

Dated: CCWD

By \_\_\_\_\_

Dated: [NAME OF AGENCY]

By \_\_\_\_\_

## ON-CALL EMERGENCY RESPONSE AGREEMENT

- A. [Name of Agency] (the “Agency”) has determined that there may be times due to an Emergency, as that term is defined in CCWD’s Operational Assistance Policy, that the Agency will need assistance from Calaveras County Water District (“CCWD”).
- B. CCWD, pursuant to its Operational Assistance Policy, and as outlined in this Agreement, may be able to provide the requested assistance to the Agency.
- C. In order to outline the Parties rights and obligations when such assistance is requested the Parties are entering into this agreement in connection with CCWD providing the requested assistance.

### Agreements

1. **Term.** This Agreement shall become effective as of the it is signed and accepted by CCWD, as outlined below, and shall continue in effect for [redacted] or until terminated by either Party. Either Party may terminate this Agreement with or without cause by giving 2 days’ written notice of the termination.

2. **Triggering Event.** If the Agency suffers an Emergency as that term is defined by CCWD Operational Assistance Policy in effect at the time, such an event would allow the Agency to request assistance from CCWD under this Agreement.

- a Assistance under this Agreement can only be requested upon a Triggering Event as defined in this Section.

3. **CCWD Response.** Upon notice from the Agency of a Triggering Event and request for assistance under this Agreement, CCWD will notify the Agency with two (2) business days, if CCWD agrees there has been a Triggering Event and whether CCWD can and will provide the requested assistance.

- a CCWD shall have sole and absolute discretion under this Agreement to determine if the Agency has suffered a Triggering Event and if CCWD will provide the requested assistance. CCWD is not obligated to provide the requested assistance if CCWD determines that it does not have the ability to provide the requested assistance as the time requested by the Agency.

4. **Scope of Work.** Pursuant to the terms of this Agreement, CCWD shall provide the Agency with the following assistance:

- a [Outline what we will be providing]

**5. Cost Accounting.**

- a** The Agency above shall reimburse CCWD the following:
- b** All costs CCWD incurs, including for staff wages, equipment costs, and all costs for any materials or anything provided by CCWD. The rates that CCWD will charge and the Agency will reimburse are shown on **Exhibit A** attached hereto.
- c** CCWD will provide a detailed monthly invoice of costs accrued to the Agency. Payment shall be made within sixty (60) days after receipt of a detailed invoice.

**6. Indemnity.** To the full extent permissible under California law, the Agency, as indemnitor, will defend, hold harmless and indemnify CCWD, its directors, commissioners, officers, employees, and agents, against any claim, action, damage, loss, cost (including reasonable attorneys or expert fees) or other liability arising out of CCWD providing assistance to the Agency. This shall not apply to any claim arising from the sole negligence, or willful misconduct of CCWD or its directors, officers, or employees.

**7. Hold-Harmless.** When the law establishes a professional standard of care for the services provided, to the fullest extent permitted by law, the Agency will hold harmless CCWD, its directors, officers, and employees from all claims and demands of all persons that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct in the actual performance or non-performance of the work under this Agreement, to the extent of the negligence of CCWD, save and except claims or litigations arising in whole or part through the willful misconduct of CCWD.

**8. Relationship between the Parties.** Nothing in this Agreement is intended to create, and nothing herein will be considered as creating, any partnership, joint venture, or agency relationship between the Agency and CCWD. Neither Party will have authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent. Neither Party will have any authority, express or implied, pursuant to this Agreement to bind the other Party to any obligation whatsoever.

**9. General Provisions.**

- a Authority.** Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement.
- b Amendment.** This Agreement may be amended or modified only by a written instrument executed by each of the Parties to this Agreement.
- c Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of law rules. Any suit, action, or proceeding brought under the scope of this Agreement

shall be brought and maintained to the extent allowed by law in the County of Calaveras, California.

- d** *Liability.* In no event shall CCWD be liable in contract, tort, strict liability, or warranty for any special, indirect, incidental, or consequential damages to the Agency. In addition, CCWD shall not be subject to any liability for non-compliance with any law, regulation, permit, order, or direction by any local, State, or Federal Agency in respect to the operation of the Agency.
- e** *Headings.* The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Parties to this Agreement.
- f** *Construction and Interpretation.* This Agreement has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.
- g** *Entire Agreement.* This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and, save as expressly provided in this Agreement, supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.
- h** *Partial Invalidity.* If, after the date of execution of this Agreement, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. However, in lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
- i** *Successors and Assigns.* This Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Agreement. No Party may assign its interests in or obligations under this Agreement without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.
- j** *Waivers.* Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement and forbearance to enforce one or more of the rights or remedies provided in this Agreement shall not be deemed to be a waiver of that right or remedy.
- k** *Attorneys' Fees and Costs.* The prevailing Party in any litigation or other action to enforce or interpret this Agreement shall be entitled to reasonable attorneys' fees, expert witnesses' fees, costs of suit, and other and necessary disbursements

in addition to any other relief deemed appropriate by a court of competent jurisdiction.

- l** *Necessary Actions.* Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement.
- m** *Compliance with Law.* In performing their respective obligations under this Agreement, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.
- n** *Third Party Beneficiaries.* This Agreement shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.
- o** *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
- p** *Notices.* All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing unless provided otherwise in this Agreement and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by facsimile transmission on the Party to whom notice is to be given at the address(es) provided below, (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage pre-paid, as provided below:

**Notice Information**

**CCWD**

**Agency**

Calaveras County Water District  
Attn: General Manager  
120 San Andreas, CA 95249

Dated:

CCWD

By \_\_\_\_\_

Dated:

[NAME OF AGENCY]

By \_\_\_\_\_



**RESOLUTION NO. 2020 -**

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

**AMENDING THE DISTRICT'S  
OPERATIONAL ASSISTANCE POLICY**

**WHEREAS**, the Board of Directors of the Calaveras County Water District adopted an Operational Assistance Policy on January 12, 2011, by Resolution No. 2011-07; and

**WHEREAS**, the Board of Directors amended the existing policy on April 11, 2011, by Resolution 2011-25; and

**WHEREAS**, the policy restricts the District from providing assistance outside of Calaveras County, has an overly restrictive definition of "Emergency," and unnecessarily requires Board action to approve Operational Assistance Agreements; and

**WHEREAS**, the District seeks to amend the Operational Assistance Policy to provide the General Manager with greater flexibility to respond to requests for operational assistance while still protecting the District's interests; and

**WHEREAS**, to facilitate the implementation of the policy, the Board of Directors seeks to approve the attached templates for an Operational Assistance Agreement and an On-Call Emergency Assistance Agreement

**WHEREAS**, the Board of Directors find that amending the existing policy will help to establish clarity and consistency in District's application of policy in emergency situations.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS**, the Board of Directors of the Calaveras County Water District hereby approves the amendments to the Operational Assistance Policy, attached hereto and made a part hereof, effective immediately; and

**BE IT FURTHER RESOLVED**, the Board of Directors of the Calaveras County Water District hereby approves the templates of the Operational Assistance Agreement and the Emergency On-Call Operations Agreement attached hereto and made a part hereof.

**PASSED AND ADOPTED** this 25th day of March 2020, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

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Bertha Underhill, President  
Board of Directors

**ATTEST:**

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Rebecca Hitchcock  
Clerk of the Board