



AGENDA MATERIALS
TRI-DAM PROJECT



TRI-DAM POWER
AUTHORITY



BOARD MEETING

October 19, 2023

**REGULAR BOARD MEETING
AGENDA
TRI-DAM PROJECT
of THE OAKDALE IRRIGATION DISTRICT and
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT
OCTOBER 19, 2023
9:00 A.M.**

**South San Joaquin Irrigation District
11011 Highway 120
Manteca, CA 95336**

A COMPLETE COPY OF THE AGENDA PACKET WILL BE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE (www.oakdaleirrigation.com) ON MONDAY, OCTOBER 16, 2023 AT 9:00 A.M. ALL WRITINGS THAT ARE PUBLIC RECORDS AND RELATE TO AN AGENDA ITEM WHICH ARE DISTRIBUTED TO A MAJORITY OF THE BOARD OF DIRECTORS LESS THAN 72 HOURS PRIOR TO THE MEETING NOTICED ABOVE WILL BE MADE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE (www.oakdaleirrigation.com).

Members of the public who wish to attend and participate in the meeting remotely, as opposed to in-person, can do so via internet at <https://ssjid.zoom.us/j/98120276218> or by telephone, by calling 1 (669) 900-6833, Meeting ID: 981-2027-6218, Password: 700546. All speakers commenting on Agenda Items are limited to five (5) minutes.

Members of the public may also submit public comments in advance by e-mailing dbarney@ssjid.com by 4:30 p.m., Wednesday, October 18, 2023.

In compliance with the Americans with Disabilities Act, a person requiring an accommodation, auxiliary aid, or service to participate in this meeting should contact the Executive Assistant at (209) 249-4623, as far in advance as possible but no later than 24 hours before the scheduled event. Best efforts will be made to fulfill the request.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL: John Holbrook, Dave Kamper, David Roos, Glenn Spyksma, Mike Weststeyn
Brad DeBoer, Herman Doornenbal, Tom Orvis, Linda Santos, Ed Tobias

PUBLIC COMMENT

CONSENT CALENDAR

ITEMS 1 - 3

1. Approve the regular board meeting minutes of September 21, 2023.
 2. Approve the Financial Statements of the eight months ending August 31, 2023.
 3. Approve the September statement of obligations.
-

ACTION CALENDAR

ITEMS 4 - 10

4. Discussion and possible action to authorize the General Manager to execute the Special District Risk Management Authority (SDRMA) 2023/2024 workers compensation coverage policy including Resolutions TDP 2023-09 and 2023-10.
 5. Discussion and possible action to authorize the General Manager to execute Professional Services Agreement with Liebert Cassidy Whitmore, a Labor Negotiator, for IBEW Contract Negotiations.
 6. Discussion and possible action regarding TDP Resolution 2023-11 Surplus Property
 7. Discussion and possible action to authorize the General Manager to execute Professional Services Agreement for Tulloch Stability Analysis – HDR Inc.
 8. Discussion and possible action to approve the Beardsley Collection Agreement with the US Forest Service.
 9. Discussion and possible action to award contract for the FEMA Rockslide Removal Project.
 10. Discussion and possible action to award contract for the Road Repairs FEMA Sites 1, 2, 3, and 6.
– *This item will be hand carried.*
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COMMUNICATIONS

ITEMS 11 – 14

11. Staff reports as follows:
 - a. General Manager Report
 - b. Operations Report
 - c. Maintenance Report
 12. Generation Report
 13. Fisheries studies on the Lower Stanislaus River
 14. Directors' Comments
-

CLOSED SESSION

ITEM 15

15. a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code § 54956.9(d)(1)
 1. *San Joaquin Tributaries Authority, et al v. California State Water Resources Control Board*
County of Sacramento Superior Court
Case No. JCCP 5013
- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of Litigation
Government Code §54956.9(d)(4)
One (1) case

- c. PUBLIC EMPLOYMENT
Government Code §54957(b)
Represented and Unrepresented Employees

ADJOURNMENT

ITEM 16

- 16. Adjourn to the next regularly scheduled meeting

BOARD AGENDA REPORT

Date: 10/19/2023
Staff: Genna Modrell

SUBJECT: Tri-Dam Project September 2023 Minutes

RECOMMENDED ACTION: Review and possible approval of September 21, 2023 Minutes

BACKGROUND AND/OR HISTORY:

Draft minutes attached.

FISCAL IMPACT: None

ATTACHMENTS: Draft minutes attached.

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

**TRI-DAM PROJECT
MINUTES OF THE JOINT BOARD
OF DIRECTORS REGULAR MEETING**

September 21, 2023
Oakdale, California

The Joint Boards of Directors of the Oakdale Irrigation District and the South San Joaquin Irrigation District met in joint session at the office of Oakdale Irrigation District in Oakdale, California, on the above date for the purpose of conducting business of the Tri-Dam Project, pursuant to the resolution adopted by each of the respective Districts on July 29, 1955.

President Orvis called the meeting to order at 9:00 a.m.

OID DIRECTORS

SSJID DIRECTORS

DIRECTORS PRESENT:

ED TOBIAS
LINDA SANTOS
TOM ORVIS
BRAD DEBOER

GLENN SPYKSMA
MIKE WESTSTEYN
DAVID KAMPER

Also Present:

Summer Nicotero, General Manager, Tri-Dam Project; Scot A. Moody, General Manager, Oakdale Irrigation District; Sharon Cisneros, Chief Financial Officer, Oakdale Irrigation District; Genna Modrell, Finance Asst., Tri-Dam Project; Justin Calbert, License Compliance, Tri-Dam Project; Peter Rietkerk, General Manager, SSJID; Mia Brown, Counsel, SSJID; Brandon Nakagawa, Water Resources Coordinator, SSJID; Tim Wasiewski, Paris Kincaid Wasiewski

PUBLIC COMMENT

No public comment.

Summer Nicotero presented an emergency item to be added:

- xx. Authorize General Manager to Execute Renewal of Islanding Letter of Agreement with Silicon Valley Power.

Director DeBoer moved to add as item 12b to the agenda. Director Weststeyn seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Santos, Tobias, Kamper, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Holbrook, Doornenbal, Roos

CONSENT CALENDAR

ITEM #1 Approve the regular board meeting minutes of August 17, 2023.

ITEM #2 Approve the Financial Statements of the seven months ending July 31, 2023.

- ITEM #4 Approve renewal of Anthem Medical Plan Insurance Coverage effective January 1, 2024.**
ITEM #5 Approve renewal of Delta Dental Insurance Plan Coverage effective January 1, 2024.
ITEM #6 Approve renewal of Vision Services Plan Insurance Coverage effective January 1, 2024.

Director Spyksma requested to pull item 3 from consent. He also questioned the possibility of a calculation error in the financial statements, noting a large variance.

Director Santos moved to approve items 1,2,4,5,6 as presented. Director Spyksma seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Santos, Tobias, Kamper, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Holbrook, Doornenbal, Roos

ITEM #3 Approve the August statement of obligations.

Director Spyksma asked for clarification regarding language on summary page regarding “distribution.”

Director Spyksma moved to approve item 3 as presented. Director Santos seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Santos, Tobias, Kamper, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Holbrook, Doornenbal, Roos

ACTION CALENDAR

ITEM #7 Discussion and possible action regarding Application 2023-28, Variance Request for the Shoreline Management Plan for a private facility to extend beyond the 40 ft. maximum distance from the 510' elevation contour. Property is located within the Poker Flat Subdivision at 524 Thomson Lane, Copperopolis, CA 95228, APN 064-035-003.

Summer Nicotero presented the variance request to the Board, advocating for approval on behalf of the requestor for reasons noted in the written materials. Joel and Lisa Timpano (property owners) spoke in favor of the variance request as did Reuben Chirside (Engineer, Land & Structure).

Director Santos, pursuant to section 4.3.3 of the Shoreline Management Plan, moved to approve the requested variance with the condition that the permit issued for the variance contain express language requiring full indemnification for Tri-Dam and the Districts, and release them from any liability whatsoever in approving the variance and landowner's election to build the home and appurtenances. Director Spyksma seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Santos, Tobias, Kamper, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Holbrook, Doornenbal, Roos

ITEM #8 Discussion and possible action to authorize the replacement of Tulloch Cottage 2 ducted air conditioner with a ductless mini-split, to include a capital budget amendment authorization.

Director Kamper moved to approve Foust as the low bidder. Director Santos seconded the motion.

After further discussion, Directors Kamper and Santos withdrew the motion and requested to table this item for further review.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Santos, Tobias, Kamper, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Holbrook, Doornenbal, Roos

ITEM #9 Discussion and possible action to approve the purchase of a 4 stroke Lowe Boat Motor, to include a capital budget amendment authorization.

Director Santos moved to approve Wrights Motors Marine as the low bidder including a capital budget amendment not to exceed \$11,190.92. Director Weststeyn seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Santos, Tobias, Kamper, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Holbrook, Doornenbal, Roos

ITEM #10 Discussion and possible action to authorize the purchase of replacement tire chains.

Director Santos moved to approve Acme Rigging & Supply Co. as the low bidder. Director Spyksma seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Santos, Tobias, Kamper, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Holbrook, Doornenbal, Roos

ITEM #11 Discussion and possible action to authorize the General Manager to execute Professional Services Agreement with Western Hydrologic Systems for stream gaging services for water years 2024 through 2025.

Director Santos moved to approve as presented. Director Kamper seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Santos, Tobias, Kamper, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Holbrook, Doornenbal, Roos

ITEM #12 Discussion and possible action to approve 2023/2024 SDRMA insurance policy. –*This item will be hand carried.*

Summer Nicotero explained that SDRMA quote had not been finalized yet, but presented the Board with a quote from State Compensation Insurance Fund. Summer requested the Board authorize the General Manager to approve the lowest quote available by September 28, 2023.

Director Santos moved to approve as presented. Director Spyksma seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Santos, Tobias, Kamper, Spyksma, Weststeyn
NOES: None
ABSTAINING: None
ABSENT: Holbrook, Doornenbal, Roos

ITEM #12b Discussion and possible action to authorize General Manager to Execute Renewal of Islanding Letter of Agreement with Silicon Valley Power.

Summer Nicotero explained the most recent letter of agreement with Silicon Valley Power, which allowed Tri-Dam to continue to provide this islanding service expired at the end of 2022. The renewal contains the same terms of payment as the previous agreement and will extend through the end of this calendar year.

Director Santos moved to approve as presented. Director Weststeyn seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Santos, Tobias, Kamper, Spyksma, Weststeyn
NOES: None
ABSTAINING: None
ABSENT: Holbrook, Doornenbal, Roos

Item #13 To be Discussed Following Closed Session

DISCUSSION

ITEM #14 Discussion regarding the Me-Wuk Tribe extension of time to complete CEQA in the OID water transfer agreement.

Scot Moody presented this item in an effort to ensure the Districts were in agreement. Peter Rietkerk explained potentially conflicting language regarding when the contract begins versus how the ramp-up schedule is applied. The Joint Board of Directors asked the General Managers to seek clarification on this matter with legal counsel representing the Chicken Ranch Rancheria Me-Wuk Indians and report back.

COMMUNICATIONS

ITEM #15 Staff Reports:

- A. General Manager, Summer Nicotero
 - Summer Nicotero added an update regarding her recent trip to Arkansas for the shoreline conference, acknowledged the addition of financial statements and the huge feat by Sharon Cisneros, and audit response of the recent FERC cyber audit.
- B. Interim Operations Supervisor, Brett Gordon
 - Nothing to add.
- C. Interim Maintenance Supervisor, Daniel Hogue
 - Nothing to add.
- D. Interim License Compliance Coordinator, Justin Calbert
 - Nothing to add.

ITEM #16 Generation Report

No report.

ITEM #17 Fisheries Studies on the Lower Stanislaus River

No report.

ITEM #18 Directors Comments

None.

President Orvis recessed to the Tri-Dam Power Authority Board of Commissioners meeting at 10:22 a.m.

The Tri-Dam Project meeting resumed at 10:26 a.m. after the Tri-Dam Power Authority meeting adjourned.

President Orvis announced before closed session that the following items would be discussed. The Board took a brief recess at 10:27 a.m. and convened to Closed Session at 10:39 a.m.

ITEM #19 Closed Session

11. a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code § 54956.9(d)(1)
 1. *Tri-Dam v. Scott Frazier*
Eastern District of California No: 1:20-CV-00408-SKO
 2. *San Joaquin Tributaries Authority, et al v. California State Water Resources Control Board*
County of Sacramento Superior Court
Case No. JCCP 5013
- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation
Government Code § 54956.9(d)(2)
Two (2) cases
- c. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation
Government Code § 54956.9(d)(4)
One (1) case

At the hour of 11:23 a.m., the Board reconvened to open session.

Disclosure of reportable actions taken in Closed Session, pursuant to Government Code Section 54957.1: There were no reportable actions taken in closed session.

ITEM #13 Discussion and possible action to consider claim presented by Cari McCormick et al. v. CalPERS Employers.

Director Santos moved to deny the claim presented by Cari McCormick et al v. CalPERS Employers. Director Spysma seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Santos, Tobias, Kamper, Spysma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Holbrook, Doornenbal, Roos

ADJOURNMENT

President Orvis adjourned the meeting at 11:35 a.m.

The next regular board meeting is scheduled for October 19, 2023, at the offices of South San Joaquin Irrigation District beginning at 9:00 a.m.

ATTEST:

Summer Nicotero, Secretary
Tri-Dam Project

DRAFT

BOARD AGENDA REPORT

Date: 10/19/2023
Staff: Sharon Cisneros

SUBJECT: Tri-Dam Project Financial Statements for the Eight Months ending August 31, 2023

RECOMMENDED ACTION: Approve the Financial Statements for the Eight Months ending August 31, 2023.

BACKGROUND AND/OR HISTORY:

As of the financial statement date of August 31, 2023, the Tri-Dam Project (TDP) cash and investments decreased by \$10.2M combined; primarily due to the \$15.9M mid-year distribution occurring in August of 2023 as opposed to the prior year distribution occurring in September of 2022. The increase in power sales offset the decrease due to the timing of the distribution payments.

TDP has realized 140.5% of its year-to-date budgeted operating revenues for 2023, and utilized 54.4% of its budgeted operating expenses. Investment earnings are currently 312.1% of the annual budget.

Further details are available in the attachments.

FISCAL IMPACT: none

ATTACHMENTS: Financial Statements 8/31/2023 (unaudited)

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)



Tri-Dam Project

Statement of Net Position

August 31, 2023
(unaudited)

| | August 31, 2023 | August 31, 2022 |
|--|-----------------|-----------------|
| Assets | | |
| 1 Cash | \$ 10,366,058 | \$ 20,838,918 |
| 2 Investment Securities & Money Market | 14,155,280 | 13,890,434 |
| 3 Accounts Receivable | 7,785,965 | 3,567,219 |
| 4 Due from Tri-Dam Power Authority | 463,420 | 187,574 |
| 5 Prepaid Expenses | 694,507 | 446,594 |
| 6 Capital Assets | 117,557,553 | 112,067,336 |
| 7 Accumulated Depreciation | (57,637,914) | (55,553,648) |
| 8 Intangible Assets | 8,213,938 | 8,213,938 |
| 9 Accumulated Amortization - Intangibles | (3,013,476) | (2,779,945) |
| 10 Deferred Outflows - Pension Related | 2,064,993.00 | 610,452 |
| 11 Total Assets & Deferred Outflows | 100,650,323 | 101,488,871 |
| Liabilities | | |
| 12 Accounts Payable | 67,368 | - |
| 13 Unearned Revenue | - | 28,500 |
| 14 Deposits | 68,000 | 80,000 |
| 15 Other Current Liabilities | 182,097 | 163,645 |
| 16 Long-Term Liabilities | 606,142 | 1,464,143 |
| 17 Net Pension Liability | 3,635,864 | 459,338 |
| 18 Deferred Inflows - Pension & Leases | 838,658 | 547,447 |
| 19 Total Liabilities & Deferred Inflows | 5,398,129 | 2,743,073 |
| Net Position | | |
| 21 Net Position - Beginning of Year | 89,023,629 | 90,868,089 |
| 22 Distributions | (24,740,000) | (8,000,000) |
| 23 YTD Net Revenues | 30,968,564 | 15,877,709 |
| 24 Total Net Position | 95,252,193 | 98,745,798 |
| 25 Total Liabilities and Net Position | \$ 100,650,323 | \$ 101,488,871 |



Tri-Dam Project

Statement of Revenues and Expenses

Month to Date for August 31, 2023

| | MTD Budget | MTD Actual | MTD Budget Variance | Budget Variance % | Prior Year Actual | Prior Year Variance | Prior Year Variance % |
|--|---------------------|---------------------|------------------------|----------------------|----------------------|------------------------|--------------------------|
| 1 Operating Revenues | | | | | | | |
| 2 Power Sales | \$ 2,166,667 | \$ 4,896,422 | \$ 2,729,755 | 126.0% | \$ 2,406,845 | \$ 2,489,577 | 103.4% |
| 3 Headwater Benefit | 30,000.00 | 30,000 | - | 0.0% | 57,598 | (27,598) | -47.9% |
| 4 Total Operating Revenues | <u>2,196,667</u> | <u>4,926,422</u> | <u>2,729,755</u> | <u>124.3%</u> | <u>2,464,443</u> | <u>2,461,979</u> | <u>100%</u> |
| 5 | | | | | | | |
| 6 Operating Expenses | | | | | | | |
| 7 Salaries and Wages | 223,442 | 212,295 | (11,147) | -5.0% | 171,541 | 40,754 | 23.8% |
| 8 Benefits and Overhead | 148,567 | 261,635 | 113,068 | 76.1% | 108,579 | 153,056 | 141.0% |
| 9 Operations | 86,458 | 165,707 | 79,249 | 91.7% | 93,935 | 71,772 | 76.4% |
| 10 Maintenance | 139,157 | 68,898 | (70,259) | -50.5% | 97,523 | (28,625) | -29.4% |
| 11 General & Administrative | 265,892 | 325,629 | 59,737 | 22.5% | 548,341 | (222,712) | -40.6% |
| 12 Depreciation & Amortization | 187,500 | 187,468 | (32) | 0.0% | 257,183 | (69,715) | -27.1% |
| 13 Total Operating Expenses | <u>1,051,015</u> | <u>1,221,632</u> | <u>170,617</u> | <u>16.2%</u> | <u>1,277,102</u> | <u>(55,470)</u> | <u>-4%</u> |
| 14 | | | | | | | |
| 15 Net Income From Operations | 1,145,652 | 3,704,790 | 2,559,138 | 223.4% | 1,187,341 | 2,517,449 | 212.0% |
| 16 | | | | | | | |
| 17 Nonoperating Revenues (Expenses) | | | | | | | |
| 18 Investment Earnings (Expenses) | 11,083 | 38,146 | 27,063 | 244.2% | 3,801 | 34,345 | 903.6% |
| 19 Lawsuit Settlement Proceeds | - | - | - | 0.0% | 600,000 | (600,000) | -100.0% |
| 20 Water Sales | 16,667 | - | (16,667) | -100.0% | - | - | 0.0% |
| 21 Rental Income | 8,167 | 328 | (7,839) | -96.0% | 3,705 | (3,377) | -91.1% |
| 22 Gain/(Loss) on Asset Disposal | - | 42,195 | 42,195 | 0.0% | 3,803 | 38,392 | 1009.5% |
| 23 Reimbursements/Govt Entities | 20,000 | - | (20,000) | -100.0% | 46,549 | (46,549) | -100.0% |
| 24 Other Nonoperating Revenue | 2,000 | 4,000 | 2,000 | 100.0% | (4,948) | 8,948 | -180.8% |
| 25 Total Nonoperating Revenues (Expenses) | <u>57,917</u> | <u>84,669</u> | <u>26,752</u> | <u>46.2%</u> | <u>652,910</u> | <u>(568,241)</u> | <u>-87%</u> |
| 26 | | | | | | | |
| 27 Net Revenues | <u>\$ 1,203,568</u> | <u>\$ 3,789,459</u> | <u>\$ 2,585,891</u> | <u>215%</u> | <u>\$ 1,840,251</u> | <u>\$ 1,949,208</u> | <u>105.9%</u> |



Tri-Dam Project
Statement of Revenues and Expenses
Year to Date for the Period Ending August 31, 2023

| | YTD Budget | YTD Actual | YTD Budget Variance | Budget Variance % | Prior Year Actual | Prior Year Variance | Prior Year Variance % |
|--|----------------------|----------------------|------------------------|----------------------|----------------------|------------------------|--------------------------|
| 1 Operating Revenues | | | | | | | |
| 2 Power Sales | \$ 17,333,333 | \$ 36,800,985 | \$ 19,467,652 | 112.3% | \$ 23,013,436 | \$ 13,787,549 | 59.9% |
| 3 Headwater Benefit | 240,000 | 240,000 | - | 0.0% | 237,598 | 2,402 | 1.0% |
| 4 Total Operating Revenues | <u>17,573,333</u> | <u>37,040,985</u> | <u>19,467,652</u> | <u>110.8%</u> | <u>23,251,034</u> | <u>13,789,951</u> | <u>59%</u> |
| 5 | | | | | | | |
| 6 Operating Expenses | | | | | | | |
| 7 Salaries and Wages | 223,442 | 1,372,651 | 1,149,209 | 514.3% | 1,386,808 | (14,157) | -1.0% |
| 8 Benefits and Overhead | 1,188,533 | 1,115,489 | (73,044) | -6.1% | 2,068,888 | (953,399) | -46.1% |
| 9 Operations | 691,667 | 699,517 | 7,850 | 1.1% | 156,593 | 542,924 | 346.7% |
| 10 Maintenance | 1,113,253 | 450,245 | (663,008) | -59.6% | 379,357 | 70,888 | 18.7% |
| 11 General & Administrative | 2,127,133 | 1,728,640 | (398,493) | -18.7% | 2,643,255 | (914,615) | -34.6% |
| 12 Depreciation & Amortization | 1,500,000 | 1,499,744 | (256) | 0.0% | 1,443,502 | 56,242 | 3.9% |
| 13 Total Operating Expenses | <u>6,844,028</u> | <u>6,866,286</u> | <u>22,258</u> | <u>0.3%</u> | <u>8,078,403</u> | <u>(1,212,117)</u> | <u>-15%</u> |
| 14 | | | | | | | |
| 15 Net Income From Operations | 10,729,305 | 30,174,699 | 19,445,394 | 181.2% | 15,172,631 | 15,002,068 | 98.9% |
| 16 | | | | | | | |
| 17 Nonoperating Revenues (Expenses) | | | | | | | |
| 18 Investment Earnings (Losses) | 88,667 | 415,090 | 326,423 | 368.1% | (110,966) | 526,056 | -474.1% |
| 19 Lawsuit Settlement Proceeds | - | - | - | 0.0% | 2,150,500 | (2,150,500) | |
| 20 Water Sales | 133,333 | 100,000 | (33,333) | -25.0% | 83,000 | 17,000 | 20.5% |
| 21 Rental Income | 65,333 | 94,490 | 29,157 | 44.6% | 60,537 | 33,953 | 56.1% |
| 22 Gain/(Loss) on Asset Disposal | - | 51,297 | 51,297 | 0.0% | 22,703 | 28,594 | 125.9% |
| 23 Reimbursements/Govt Entities | 160,000 | 110,640 | (49,360) | -30.9% | 143,140 | (32,500) | -22.7% |
| 24 Other Nonoperating Revenue | 16,000 | 22,348 | 6,348 | 39.7% | 26,098 | (3,750) | -14.4% |
| 25 Total Nonoperating Revenues (Expenses) | <u>463,333</u> | <u>793,865</u> | <u>330,532</u> | <u>71.3%</u> | <u>2,375,012</u> | <u>(1,581,147)</u> | <u>-67%</u> |
| 26 | | | | | | | |
| 27 Net Revenues | <u>\$ 11,192,638</u> | <u>\$ 30,968,564</u> | <u>\$ 19,775,926</u> | <u>177%</u> | <u>\$ 17,547,643</u> | <u>\$ 13,420,921</u> | <u>76.5%</u> |

Tri-Dam Project Capital Expenditures 2023 Amended Budget

| Expenditure | 2023 Amended Budget | 2023 Actual Expenditures | Remaining Budget |
|---|------------------------|-----------------------------|---------------------|
| Spare SS Transformer 480V-240V | 5,000 | | 5,000 |
| Beardsley water tank | 100,000 | 19,046 | 80,954 |
| Equipment-Milling Machine | 30,000 | 14,557 | 15,443 |
| Equipment-Trucks (4) - 1 tons | 495,000 | 384,927 | 110,073 |
| Equipment-Replacement GM Vehicle | 65,000 | 65,000 | - |
| Upgrade SCADA RTU / RTAC/ RTU Migration | 170,000 | 18,430 | 151,570 |
| Goodwin Upgrade SCADA RTU / RTAC | 25,000 | | 25,000 |
| Blk Crk Gate & Pole replacement | 7,500 | 22,200 | (14,700) |
| Beardsley Dam Gate 1 Trunnion Pin Repair | 100,000 | | 100,000 |
| Division Tower and Comm site install | 400,000 | - | 400,000 |
| O'Byrnes (Tulloch) Recreation Site | 100,000 | 123,273 | (23,273) |
| Tulloch skimmer Gate actuator | 35,000 | | 35,000 |
| Tulloch Shoreline Erosion Project- Site #3 | 500,000 | | 500,000 |
| Tulloch Spillway | 362,165 | 82,783 | 279,382 |
| Tulloch Barge Removal | 100,000 | | 100,000 |
| Electric Operators for shop doors | 10,000 | | 10,000 |
| Donnells Solar Power | 88,000 | | 88,000 |
| EGEN Replacement-Donnells | 45,000 | | 45,000 |
| Beardsley Meters Upgrade | 40,000 | | 40,000 |
| Tulloch Meters Upgrade | 40,000 | | 40,000 |
| EGEN Replacement | 30,000 | | 30,000 |
| Crane Scale-SF6Gas Scale | 6,800 | | 6,800 |
| Equipment-Boat Motor-DDM | 5,000 | | 5,000 |
| Equipment- Forklift for Strawberry | 40,000 | 36,258 | 3,742 |
| Equipment- Truck Replc F450 Intl Dump Truck | 120,000 | | 120,000 |
| Donnells Gov. Upgrade to new Hardware | 10,000 | 61 | 9,939 |
| GM House Deck, Flooring and Exterior Improvements | 20,000 | 57,873 | (37,873) |
| Gov. Modernization change to Woodward | 10,000 | 1,871 | 8,129 |
| Mt. Liz Microwave Upgrade (Mt Liz to Division Radio) | - | | - |
| Donnells Log Booms | 25,000 | 18,313 | 6,687 |
| Cyberlock Project | 50,000 | 106,272 | (56,272) |
| Sonora Office Project (Purchase, Design & build) | 125,000 | 1,310,184 | (1,185,184) |
| FEMA 4N88 Site 1- Rock Slide | - | 51,524 | (51,524) |
| FEMA 5N02 Site 4 | | 1,106 | (1,106) |
| FEMA 5N09X Site 5 | | 26,239 | (26,239) |
| FEMA 5N09X Site 6 | | 662 | (662) |
| | <u>3,159,465</u> | <u>2,340,579</u> | <u>818,886</u> |

Tri-Dam Project

Statement of Obligations

Period Covered

September 1, 2023 to September 30, 2023

Tri Dam Project Statement of Obligations

Period Covered

From To

September 1, 2023 to September 30, 2023

| | <u>No. Chks.</u> | <u>Amount</u> |
|---|------------------|--------------------------|
| <u>Vendor Check Register Report</u> (Please see attached Check Listing) | 62 | \$ 246,260.41 |
| <u>Payrolls - Net Charges</u> | | |
| <u>Pay Date</u> | <u>Type</u> | <u>Payroll Amount</u> |
| 14-Sep-23 | Payroll | \$ 101,211.37 |
| 28-Sep-23 | Payroll | \$ 104,918.66 |
| Total Net Payroll | | \$ 206,130.03 |
| Total Disbursements for the Period | | \$ 452,390.44 |
| District Portion~ | | |
| Oakdale Irrigation District | | \$ 226,195.22 |
| South San Joaquin Irrigation District | | \$ 226,195.22 |
| Total Districts | | \$ 452,390.44 |

Project

September Checks



| Check Number | Vendor No | Vendor Name | Check Date | Description | Amount |
|--------------|-----------|---|------------|--|-----------|
| ACH | 10183 | Cal PERS S457 Plan | 09/25/2023 | EE Retirement Plan | 1,743.41 |
| ACH | 10811 | IBEW | 09/25/2023 | EE Union Dues | 1,264.66 |
| ACH | 10812 | Nationwide Retirement Solution | 09/25/2023 | EE Retirement Plan | 3,461.54 |
| ACH | 10815 | Cal PERS System | 09/25/2023 | EE/ER Retirement Plan | 18,803.47 |
| 130307 | 11418 | ABC Supply Co. Inc. | 09/07/2023 | | 865.24 |
| 130308 | 11475 | Alley Tree & Landscape | 09/07/2023 | Tulloch Day Use Landscaping and Janitorial | 4,600.00 |
| 130309 | 11086 | Benefit Resource, LLC | 09/07/2023 | | 150.00 |
| 130310 | 11459 | C & R Royal SVC, Inc. | 09/07/2023 | | 764.51 |
| 130311 | 10154 | Calaveras Telephone Co. | 09/07/2023 | | 228.05 |
| 130312 | 10170 | CDW Government | 09/07/2023 | | 498.99 |
| 130313 | 10319 | General Plumbing Supply Co Inc. | 09/07/2023 | | 289.37 |
| 130314 | 10320 | General Supply Co. | 09/07/2023 | | 144.69 |
| 130315 | 10938 | Great America Financial Svcs. | 09/07/2023 | | 391.68 |
| 130316 | 11049 | Hunt & Sons, Inc. | 09/07/2023 | Fuel | 10,849.76 |
| 130317 | 10399 | JS West Propane Gas | 09/07/2023 | | 28.53 |
| 130318 | 10439 | McMaster-Carr Supply Co. | 09/07/2023 | | 27.89 |
| 130319 | 11293 | Microwave Networks, Inc. | 09/07/2023 | Training - Cyber Security | 16,020.00 |
| 130320 | 10454 | Modesto Steel Co. | 09/07/2023 | Support Structure for Beardsley Water Tank | 1,788.19 |
| 130321 | 10466 | Mountain Oasis Water Systems & Btl Co L | 09/07/2023 | | 341.50 |
| 130322 | 11343 | Tim O'Laughlin, PLC | 09/07/2023 | Water Rights | 27,990.00 |
| 130323 | 10618 | Sierra Motors | 09/07/2023 | | 487.13 |
| 130324 | 10632 | Slakey Brothers Inc. | 09/07/2023 | | 84.17 |
| 130325 | 10933 | Smile Business Products | 09/07/2023 | | 187.64 |
| 130326 | 10641 | Sonora Airco Gas & Gear | 09/07/2023 | | 257.40 |
| 130327 | 11473 | Staples | 09/07/2023 | Ink toner cartridges, pens, post it notes, paper | 1,503.47 |
| 130328 | 10718 | Tractor Supply Credit Plan | 09/07/2023 | | 32.16 |
| 130329 | 10776 | Waste Mgmt of Cal Sierra Inc. | 09/07/2023 | | 445.59 |
| 130330 | 10778 | Watermark Engineering Inc. | 09/07/2023 | Streamgaging | 6,250.00 |
| 130331 | 11382 | Aerial and Crane Experts, Inc. | 09/20/2023 | Annual Inspections of Equipment at Powerhouses | 4,365.00 |
| 130332 | 11475 | Alley Tree & Landscape | 09/20/2023 | New Building Landscaping | 3,500.00 |
| 130333 | 11452 | Archer Energy Solutions, LLC | 09/20/2023 | Cyber Security Audit | 21,242.52 |
| 130334 | 10866 | AT&T Teleconference Services | 09/20/2023 | | 12.11 |
| 130335 | 11424 | John Botfield | 09/20/2023 | Mini hydro alternator repair - Donnell's Dam | 216.63 |
| 130336 | 10184 | Clark Pest Control of Stockton Inc. | 09/20/2023 | | 300.00 |
| 130337 | 10935 | Data Path, Inc. | 09/20/2023 | Network Support | 3,208.75 |
| 130338 | 11212 | Doug's Dockworks | 09/20/2023 | Tulloch Compliance Expense | 1,179.75 |
| 130339 | 10250 | Downey Brand Attorneys LLP. | 09/20/2023 | Tulloch Litigation & New Building Environmental Assessment | 18,137.00 |
| 130340 | 11048 | Fastenal (Vending) | 09/20/2023 | | 694.89 |
| 130341 | 10288 | Fastenal Co. | 09/20/2023 | | 327.56 |
| 130342 | 11491 | Anthony & Melissa Fata | 09/20/2023 | Tulloch Performance Deposit Refund | 3,000.00 |
| 130343 | 11233 | Fibrobec, Inc. | 09/20/2023 | Truck Conversion for Spacecap, back up camera for 14-1 | 1,455.07 |
| 130344 | 10294 | FISHBIO | 09/20/2023 | Fish Studies | 34,145.48 |
| 130345 | 11049 | Hunt & Sons, Inc. | 09/20/2023 | | 336.83 |
| 130346 | 10879 | Lowe's | 09/20/2023 | Buckets, gloves, trowels, mixers, A/C units, bolts, lumber | 1,482.58 |
| 130347 | 10428 | M C I | 09/20/2023 | | 27.56 |
| 130348 | 11346 | Mersen USA PTT Corp. | 09/20/2023 | Powerhouse Brushes | 2,318.16 |
| 130349 | 11353 | Nates Saw and Mower, LLC | 09/20/2023 | | 70.77 |
| 130350 | 11396 | Hydra Pro | 09/20/2023 | | 800.00 |
| 130351 | 11492 | Summer Nicotero | 09/20/2023 | EE Travel Reimbursement | 28.15 |
| 130352 | 10500 | OID ~ Routine | 09/20/2023 | Project Finance/Admin Reimbursement August | 6,514.69 |
| 130353 | 10513 | Pacific Gas & Elec - Non Util | 09/20/2023 | | 168.28 |
| 130354 | 11004 | Pacific Gas & Electric | 09/20/2023 | | 607.52 |
| 130355 | 11011 | Pacific Gas & Electric | 09/20/2023 | Utilities | 3,251.52 |
| 130356 | 11147 | Pacific Gas & Electric | 09/20/2023 | | 2.65 |
| 130357 | 11438 | Pacific Gas & Electric | 09/20/2023 | | 54.29 |

| | | | | | |
|----------|-------|-------------------------------|------------|---|-----------|
| 130358 | 11472 | Pacific Gas & Electric | 09/20/2023 | | 390.74 |
| 130359 | 10535 | Pitney Bowes GFS LLC | 09/20/2023 | | 27.60 |
| 130360 | 10641 | Sonora Airco Gas & Gear | 09/20/2023 | | 350.68 |
| 130361 | 11005 | Sonora Lumber Company | 09/20/2023 | | 472.13 |
| 130362 | 10740 | Tuolumne Utilities District | 09/20/2023 | Utilities | 1,587.34 |
| 130363 | 11365 | West Coast Energy Systems LLC | 09/20/2023 | Donnells Dam Emergency Generator Replacement | 28,999.42 |
| 20230009 | 11435 | VISA | 09/07/2023 | Seat covers/floor mats, Neogov Registration, Dish, Gloves, McLeod | 7,485.70 |

Report Total: \$ 246,260.41

BOARD AGENDA REPORT

Date: 10/19/2023
Staff: Summer Nicotero

SUBJECT: Discussion and possible action to authorize General Manager to execute the Special District Risk Management Authority (SDRMA) Workers Compensation Coverage Policy Quote

RECOMMENDED ACTION: Approve the Quote for Workers Compensation Coverage Offered Through SDRMA for a Term of 11/1/2023 through 6/30/2024 including Resolution TDP 2023-09 Execution of a Sixth Amendment & Restated Joint Powers Agreement & Authorizing Participation; Joint Powers Authority; State of California Application & Resolution TDP 2023-10; CSDA Membership Application; Bylaws of Special District Risk Management Authority.

BACKGROUND AND/OR HISTORY:

At the end of September a quote from SDRMA was received for Worker's Compensation Insurance coverage. Unfortunately, we were not able to renew quickly enough to meet our current policy expiration date of 10/1/2023. Due to the time constraints, staff proceeded with the State Fund policy.

The SDRMA quote came in at \$58,199.20 for coverage from 7/1/2023-6/30/2024. This amount would be pro-rated, depending on the date we bind our policy. The State Fund policy was quoted at \$41,255.74 for a policy period of 10/1/2023-4/1/2024. The SDRMA policy is roughly \$2,025 a month cheaper than State Fund for similar coverage as well as access to the SDRMA Credit Incentive Program (CIP) which awards up to 15% off the annual contribution for attending training and risk management programs.

State Fund does have a cancellation clause that reads, "*Short-Rate Cancellation*: If you cancel during the policy term, final premium may be more than pro rata. Under the policy for which you've applied, final premium may be increased by the short-rate cancellation table. This penalty may be 5% to 100% depending on the length of time the policy was active." We are working with State Fund to determine that amount and hope to have more information at the Board meeting.

Staff recommends that the board:

Approve Resolution 2023-09

Authorize the Board President to execute the Sixth Amended and Restated Joint Powers Authority Agreement Relating to the Special District Risk Management Authority

Approve the State of California Resolution 2023-10

Authorize the Board President to execute the State of California Application.

Fiscal Impact: Savings of \$8,000 over the next six months; reduced by the cancellation penalties

ATTACHMENTS:

- SDRMA Proposal Letter
 - Resolution 2023-09
 - Sixth Amended and Restated Joint Powers Authority Agreement Relating to the Special District Risk Management Authority
 - California State Application & Resolution 2023-10
 - CSDA Membership Application
 - Special District Risk Management Authority Bylaws
-

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)



1112 I Street, Suite 300
Sacramento, CA 95814-2865
O 916-231-4141 * 800-537-7790
Fax 916-231-4111

Maximizing Protection. Minimizing Risk.

September 26, 2023

Mrs. Summer Nicotero
General Manager
Tri-Dam Project
PO Box 1158
Pinecrest, CA 95364

Dear Mrs. Nicotero,

Thank you for the opportunity to provide Tri-Dam Project with this 2023-24 Workers' Compensation Program quotation. Established in 1986, the Special District Risk Management Authority has a proven reputation for competitive rates, actuarially based fiscal management, and sound underwriting practices. Our goal is to serve as an extension of your agency's staff and provide the best value through proactive loss prevention, effective claims cost containment and enhanced member services. Our partnerships with California Special District Association (CSDA), the CSDA Finance Corporation, and the Special District Leadership Foundation provide our members access to valuable services, resources, education and training opportunities.

Valid for sixty (60) days from the date of this letter, the following quotation represents twelve (12) months of coverage and is subject to verification and final underwriting review. Coverage bound mid-year will be prorated based on effective dates. Tri-Dam Project's quotation is as follows:

WORKERS' COMPENSATION PROGRAM QUOTATION

| | |
|---|-------------|
| Coverage: July 1, 2023 through June 30, 2024* | \$58,199.20 |
| Total Estimated Payroll: \$2,687,400 | |
| Based on an experience modification of 112% | |

****Please refer to the attached list for detailed payroll and contribution information.***



Please review the following requirements and conditions:

- Adoption of a Resolution by the Agency Board of Directors approving the form and authorizing the Execution of the Sixth Amended Joint Powers Agreement and agreeing to membership in the SDRMA Workers' Compensation Program for an initial 3-program year commitment.
- Execution and delivery of the Sixth Amended Joint Powers Agreement of the Special District Risk Management Authority.
- Adoption of the Resolution and Approval of the State Application for a Certificate to Self-Insure by the Agency.
- Completion of the State Application for a Certificate to Self-Insure by the Agency.
- Approval by SDRMA's Board of Directors of Agency's membership in the Workers' Compensation program. (In the event the Agency requires coverage prior to approval by SDRMA's Board of Directors, the SDRMA underwriters are authorized to issue a 60-day conditional binder).
- Initial three-program year member enrollment required. Upon meeting the initial three-program year commitment, a member may withdraw by submitting a 90-day (April 1) intent to withdraw letter before the annual renewal.
- Maintaining annual Membership in California Special Districts Association is required and separate from this quotation.
- Special District Risk Management Authority's Credit Incentive Program (CIP) awards up to 15% off the annual contribution for completion of approved risk management and training programs. Members can reduce future contributions each year by earning CIP points or not experiencing any paid claims.

Upon receipt of all membership documents, SDRMA will issue the policy and forward pro-rated invoices for the annualized Workers' Compensation Program contributions.

We look forward to Tri-Dam Project's participation in the SDRMA Workers' Compensation Program. Should you have any questions, or if we can provide any additional information, please do not hesitate to contact us at 800.537.7790. All necessary membership documents will be sent to you upon notification of your agency's decision to proceed with membership in the program.

Sincerely,
Special District Risk Management Authority

A handwritten signature in blue ink that reads "Brian Kelley". The signature is written in a cursive, flowing style.

Brian Kelley, MBA, ARM - Chief Executive Officer

Workers' Compensation Program Proposal
Program Year 2023-24



Tri-Dam Project

PO Box 1158
Pinecrest California, 95364

Proposal Date: 06/14/2023
 Proposal Number: 202324-1
 Anticipated Bind Date: Unknown

| Class Code | Classification Description | Reported Payroll | Manual Rate per \$100 | Annual Contribution |
|---------------|------------------------------------|--------------------|-----------------------|---------------------|
| 7539 | Electric Light or Power Operations | \$1,585,566 | \$2.87 | \$45,505.74 |
| 8742-M | 8742-M - Salespersons-Outside | \$134,370 | \$0.63 | \$846.53 |
| 8810 | Clerical/Office Employees | \$967,464 | \$0.58 | \$5,611.29 |
| Totals | | \$2,687,400 | | \$51,963.57 |

** Indicates per capita rate class code

| | |
|---|--------------------|
| Total Estimated Annual Contribution Based on Manual Rates | \$51,963.57 |
| Contribution as Adjusted by the Experience Modification Factor of 112.00% | 58,199.20 |
| Estimated Annual Adjusted Contribution | <u>58,199.20</u> |
| Net Estimated Annual Contribution Amount | <u>\$58,199.20</u> |
| Total Estimated Annual Contribution Amount | \$58,199.20 |

RESOLUTION NO. 2023-09

**A RESOLUTION OF THE BOARD OF DIRECTORS OF TRI-DAM PROJECT APPROVING THE FORM OF
AND AUTHORIZING THE EXECUTION OF A SIXTH AMENDED AND RESTATED JOINT POWERS
AGREEMENT AND AUTHORIZING PARTICIPATION IN THE SPECIAL DISTRICT RISK MANAGEMENT
AUTHORITY WORKERS' COMPENSATION PROGRAM**

WHEREAS, Tri-Dam Project, a special district duly organized and existing under and by virtue of the laws of the State of California (the "Agency"), has determined that it is in the best interest and to the advantage of the Agency to participate for at least three full years in the workers' compensation program offered by the Special District Risk Management Authority (the "Authority"); and

WHEREAS, California Government Code Section 6500 *et seq.*, provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, Special District Risk Management Authority was formed in 1986 in accordance with the provisions of California Government Code 6500 *et seq.*, for the purpose of providing its members with risk financing and risk management programs; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus lines broker, or any combination of these; and

WHEREAS, participation in Special District Risk Management Authority programs requires the Agency to execute and enter into a Sixth Amended and Restated Joint Powers Agreement (the "Amended and Restated JPA Agreement"); which states the purpose and powers of the Authority; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Agency is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AGENCY AS FOLLOWS:

Section 1. Findings. The Agency Board of Directors hereby specifically finds and determines that the actions authorized hereby relate to the public affairs of the Agency.

Section 2. Sixth Amended and Restated JPA Agreement. The Amended and Restated JPA Agreement, proposed to be executed and entered into by and between the Agency and members of the Special District Risk Management Authority, in the form presented at this meeting and on file with the Agency Secretary, is hereby approved. The Agency Board and/or Authorized Officers ("The Authorized Officers") are hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver to the Authority the Amended and Restated JPA Agreement in substantially said form, with such changes therein as such officers may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. Program Participation. The Agency Board of Directors approves participating for three full program years in Special District Risk Management Authority Workers' Compensation Program.

Section 4. Other Actions. The Authorized Officers of the Agency are each hereby authorized and directed to execute and deliver any and all documents which is necessary in order to consummate the transactions authorized hereby and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 5. Effective Date. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 19th day of October, 2023 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Mike Weststeyn

President – So. San Joaquin Irrigation District

Tom Orvis

President – Oakdale Irrigation District

Summer Nicotero, Agency Secretary

**SIXTH AMENDED
JOINT POWERS AGREEMENT**

RELATING TO THE

SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

Adopted August 1, 1986
1st Amended February 5, 1988
2nd Amended March 31, 1990
3rd Amended July 1, 1993
4th Amended February 9, 1998
5th Amended and Restated
- Approved March 24, 2003
- Effective July 1, 2003
6th Amended October 2, 2007

JOINT POWERS AGREEMENT - TABLE OF CONTENTS

| | |
|---|----|
| Article 1. Definitions | 2 |
| Article 2. Purposes | 3 |
| Article 3. Parties to Agreement..... | 4 |
| Article 4. Term of Agreement..... | 4 |
| Article 5. Creation of Authority..... | 4 |
| Article 6. Powers of Authority..... | 4 |
| Article 7. Board of Directors | 6 |
| Article 8. Compliance with the Brown Act | 6 |
| Article 9. Powers of the Board of Directors | 6 |
| Article 10. Officers of the Authority..... | 8 |
| Article 11. Provision for Bylaws | 8 |
| Article 12. [Reserved]..... | 8 |
| Article 13. Coverage Programs..... | 9 |
| Article 14. Implementation of the Programs..... | 9 |
| Article 15. Accounts And Records | 9 |
| Article 16. Services Provided by the Authority | 10 |
| Article 17. Responsibilities of Members | 10 |
| Article 18. New Members..... | 11 |
| Article 19. Withdrawal..... | 11 |
| Article 20. Involuntary Termination..... | 12 |
| Article 21. Effect of Withdrawal or Involuntary Termination..... | 13 |
| Article 22. Termination and Distribution; Assignment | 13 |
| Article 23. Enforcement..... | 14 |
| Article 24. Nonliability of Directors, Officers and Employees | 14 |
| Article 25. Provisions Relating to CSDA | 14 |
| Article 26. Notices | 15 |
| Article 27. Amendment..... | 15 |
| Article 28. Prohibition Against Assignment..... | 15 |
| Article 29. Agreement Complete | 15 |
| Article 30. Counterparts..... | 15 |
| Article 31. California Law | 15 |
| Article 32. Severability | 15 |
| Article 33. Effective Date | 15 |

**SIXTH AMENDED JOINT POWERS AGREEMENT
RELATING TO THE
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY**

THIS SIXTH AMENDED JOINT POWERS AGREEMENT (the “Agreement”) is made and entered into by and among the public agencies (the “Members”) organized and existing under the laws of the State of California, which are signatories to this Agreement.

RECITALS

WHEREAS, California Government Code Section 6500 *et seq.* (the “Act”) provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, California Labor Code Section 3700(c) permits pooling by public agencies of self insurance for Workers’ Compensation liability; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, the parties to this Agreement desire to join together for the purposes set forth in Article 2 hereof, including establishing pools for self-insured losses and purchasing Excess or Re-Insurance and administrative services in connection with joint protection programs (the “Programs”) for members of the California Special Districts Association (“CSDA”); and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so; and

WHEREAS, the Members have previously executed that certain Fifth Amended and Restated Joint Powers Agreement (the “Original JPA”), which Original JPA the Members desire to amend and restate by this Agreement; provided that such amendment and restatement shall not affect the existence of the Authority; and

WHEREAS, CSDA exists to assist and promote special districts, and has been responsible for the original creation of the Special District Risk Management Authority (“Authority”) and Special District Workers Compensation Authority (“SDWCA”), and determined the consolidation of SDWCA and the Authority on July 1, 2003 was in the best interests of special districts and other public agencies throughout the State.

NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

Article 1. Definitions. The following definitions shall apply to the provisions of this agreement:

“Act” means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, as amended or supplemented.

“Alliance Executive Council” means the council organized pursuant to the MOU.

“Assessment” means an additional amount, in addition to the Member’s or Former Member’s original contribution, which the Board of Directors determines in accordance herewith and/or with the Bylaws that a Member or Former Member owes on account of its participation in a Program for a given Program year.

“Authority” shall mean the Special District Risk Management Authority created by the original version of this Agreement.

“Board of Directors” or “Board” shall mean the governing body of the Authority.

“Bylaws” means the Bylaws of the Authority adopted by the Board of Directors, as they may be amended from time to time.

“Chief Executive Officer” shall mean that employee of the Authority who is so appointed by the Board of Directors.

“Claim” shall mean a demand made by or against a Member or Former Member which is or may be covered by one of the Programs approved by the Board of Directors.

“Contribution” means the amount determined by the Board of Directors to be the appropriate sum which a Member should pay at the commencement of or during the Program Year in exchange for the benefits provided by the Program.

“Coverage Documents” shall mean the Declarations, Memorandum of Coverages, Coverage Agreements, Endorsements, Policies of Insurance or any other documents that provide the terms, conditions, limits and exclusions of coverage afforded by a Program.

“CSDA” means the California Special Districts Association.

“District” shall mean a special district, public agency or public entity within the State of California which is both a Member of the CSDA and a signatory to this Agreement.

“Duly Constituted Board Meeting” shall mean any Board of Directors meeting noticed and held in the required manner and at which a Quorum was determined to be present at the beginning of the meeting.

“Estimated Contribution” means the amount which the Board of Directors estimates will be the appropriate contribution for a Member’s participation in a Program for a Program Year.

“Excess or Re-Insurance” shall mean that insurance which may be purchased on behalf of the Authority and/or the Members to protect the funds of the Members or Former Members against catastrophic losses or an unusual frequency of losses during a single year in excess of the self-insurance retention maintained by the Authority.

“Fiscal Year” shall mean that period of twelve months which is established as the fiscal year of the Authority.

“Former Member” shall mean a District which was a signatory to the Agreement but which has withdrawn from, or been involuntarily terminated from participating in, the Authority.

“Joint Protection Program” means a Program offered by the Authority, separate and distinct from other Programs, wherein Members will jointly pool their losses and claims, jointly purchase Excess or Re-Insurance and administrative and other services, including claims adjusting, data processing, risk management consulting, loss prevention, legal and related services.

“Member” shall mean a signatory to this Agreement, which is qualified as a Member under the provisions of this Agreement and the Bylaws.

“MOU” means the Memorandum of Understanding - Alliance Executive Council, dated as of September 20, 2001, among the Authority, CSDA, the CSDA Finance Corporation and SDWCA.

“Program” or “Programs” means the specific type of protection plan as set forth in the terms, conditions and exclusions of the Coverage Documents for self-insured losses, and the purchasing of Excess or Re-Insurance and administrative services.

“Program Year” shall mean a period of time, usually 12 months, determined by the Board of Directors, in which a Program is in effect.

“Retained Earnings,” as used herein, shall mean an equity account reflecting the accumulated earnings of a Joint Protection Program.

“SDWCA” means the Special Districts Workers Compensation Authority, and its successors or assigns.

Article 2. Purposes. This Agreement is entered into by the Members pursuant to the provisions of California Government Code section 990, 990.4, 990.8 and 6500 *et seq.* in order to provide, subject to the provisions of the Coverage Documents, economical public liability and workers’ compensation coverage, or coverage for other risks which the Board of Directors may determine.

Additional purposes are to reduce the amount and frequency of losses, and to decrease the cost incurred by Members in the handling and litigation of claims. These purposes shall be

accomplished through the exercise of the powers of such Members jointly in the creation of a separate entity, the Special District Risk Management Authority (the “Authority”), to establish and administer Programs as set forth herein and in the Bylaws.

It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion, at a subsequent date, and subject to approval by the Board of Directors, of such additional Members organized and existing under the laws of the State of California as may desire to become parties to the Agreement and Members of the Authority.

Article 3. Parties to Agreement. Each party to this Agreement certifies that it intends to and does contract with all other parties who are signatories to this Agreement and, in addition, with such other parties as may later be added as parties to and signatories of this Agreement pursuant to Article 18. Each party to this Agreement also certifies that the withdrawal from or cancellation of membership by any Member, pursuant to Articles 19 and 20 or otherwise, shall not affect this Agreement nor such party’s intent, as described above, to contract with the other remaining parties to the Agreement.

Article 4. Term of Agreement. This Agreement shall become effective as to existing Members of the Authority as set forth in Article 33 hereof. This Agreement shall continue thereafter until terminated as hereinafter provided. This Agreement shall become effective as to each new Member upon: (i) approval of its membership by the Board of Directors, (ii) the execution of this Agreement by the Member, and (iii) upon payment by the Member of its initial Contribution for a Program. Any subsequent amendments to the Agreement shall be in accordance with Article 27 of this Agreement.

Article 5. Creation of Authority. Pursuant to the Act, there is hereby created a public entity separate and apart from the parties hereto, to be known as the Special District Risk Management Authority. Pursuant to Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority, including but not limited to, debts, liabilities and obligations of any of the Programs shall not constitute debts, liabilities or obligations of any party to this Agreement or to any Member or Former Member.

The Authority is not an insurer, and the coverage programs offered by the Authority do not provide insurance, but instead provide for pooled joint protection programs among the members of the Authority. The Joint Protection Programs offered by the Authority constitute negotiated agreements among the Members which are to be interpreted according to the principles of contract law, giving full effect to the intent of the Members, acting through the Board of Directors in establishing the Programs.

Article 6. Powers of Authority. (a) The Authority shall have all of the powers common to Members and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

- (1) to make and enter into contracts, including the power to accept the assignment of contracts or other obligations which relate to the purposes of the Authority, or which were entered into by a Member or Former

Member prior to joining the Authority, and to make claims, acquire assets and incur liabilities;

- (2) to accept an assignment from SDWCA of all its assets, obligations and liabilities prior to the dissolution of SDWCA (including claims and contracts in existence prior to such dissolution) in order to benefit the Members or Former Members participating in the SDWCA workers compensation program; provided, that except for the fair and equitable allocation of administrative and overhead expenses, funds from such assignment shall not be co-mingled and shall be separately accounted for as provided for in this Agreement and the Bylaws.
- (3) to incur debts, liabilities, or other obligations, including those which are not debts, liabilities or obligations of the Members or Former Members, or any of them;
- (4) to charge and collect Contributions and Assessments from Members or Former Members for participation in Programs;
- (5) to receive grants and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
- (6) to acquire, hold, lease or dispose of property, contributions and donations of property and other forms of assistance from persons, firms, corporations and governmental entities
- (7) to acquire, hold or dispose of funds, services, donations and other forms of assistance from persons, firms, corporations and governmental entities;
- (8) to employ agents and employees, and/or to contract for such services;
- (9) to incur debts, liabilities or other obligations to finance the Programs and any other powers available to the Authority under Article 2 or Article 4 of the Act;
- (10) to enter into agreements for the creation of separate public entities and agencies pursuant to the Act;
- (11) to sue and be sued in its own name;
- (12) to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement (including the provision of all other appropriate ancillary coverages for the benefit of the Members or Former Members), or otherwise authorized by law or the Act; and
- (13) to exercise all powers and perform all acts as otherwise provided for in the Bylaws.

(b) Said powers shall be exercised pursuant to the terms hereof, in the manner provided by law and in accordance with Section 6509 of the Act. The foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the Member or Former Member designated in the Bylaws.

Article 7. Board of Directors. Subject to the limitations of this Agreement and the laws of the State of California, the powers of this Authority shall be vested in and exercised by, and its property controlled and its affairs conducted by, the Board of the Authority, which is hereby established and designated as the agency to administer this Agreement pursuant to Section 6506 of the Act. The powers of the Authority shall be exercised through the Board of Directors, who may, from time to time, adopt and modify Bylaws and other rules and regulations for that purpose and for the conduct of its meetings as it may deem proper. The officers of the Board shall be as set forth in the Bylaws.

So long as the MOU has not been terminated or the Authority has not withdrawn from the MOU, the Board of Directors shall be composed of seven (7) directors elected by the Member entities who have executed the current operative Agreement and are participating in a Joint Protection Program. The terms of directors, procedures for election of directors, procedures for meetings and provisions for reimbursement of Director expenses shall be as set forth in the Bylaws. Each Member of the Board of Directors shall have one vote. Each Member of the Board shall serve as set forth in the Bylaws.

So long as the Authority is a participant in the MOU, the Board of Directors of the Authority shall appoint three (3) members of its board to serve as members of the Alliance Executive Council. No member of the Board of Directors of the Authority shall serve as a director on any other board of directors of an entity or organization that is a signatory to the MOU during the term of the MOU. In the event a director is elected to such a board, that director shall immediately resign from the Board of Directors of the Authority.

In the event SDRMA withdraws from the MOU, the Board of Directors of the Authority shall consist of those seven (7) Directors who hold seats on the Authority's Board of Directors at the time of the withdrawal and who were duly appointed by the Board, or elected or re-elected by the Member entities of SDRMA plus the additional directors appointed by CSDA as provided in Article 25.

Article 8. Compliance with the Brown Act. All meetings of the Board, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code Section 54950 *et seq.*

Article 9. Powers of the Board of Directors. The Board of Directors shall have such powers and functions as provided for pursuant to this Agreement and the Bylaws and such additional powers as necessary or appropriate to fulfill the purposes of this Agreement and the Bylaws, including, but not limited to, the following:

- (a) to determine details of and select the Program or Programs to be offered, from time to time, by the Authority;

- (b) to determine and select all insurance, including Excess or Re-insurance, necessary to carry out the programs of the Authority;
- (c) to contract for, develop or provide through its own employees various services for the Authority;
- (d) to prepare or cause to be prepared the operating budget of the Authority for each fiscal year;
- (e) to receive and act upon reports of committees and from the Chief Executive Officer;
- (f) to appoint staff, including a Chief Executive Officer, and employ such persons as the Board of Directors deems necessary for the administration of this Authority;
- (g) to direct, subject to the terms and conditions of the Coverage Documents, the payment, adjustment, and defense of all claims involving a Member during their period of membership in and coverage under a Program;
- (h) to fix and collect Contributions and Assessments for participation in the Programs;
- (i) to expend funds of the Authority for the purpose of carrying out the provisions of the Agreement and the Bylaws as they now exist or may be hereafter amended;
- (j) to purchase excess insurance, liability insurance, stop loss insurance, officers and directors liability insurance, and such other insurance as the Authority may deem necessary or proper to protect the Program, employees of the Authority and employees of the Members;
- (k) to defend, pay, compromise, adjust and settle all claims as provided for in the Coverage Documents;
- (l) to obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds for the Authority;
- (m) to establish policies and procedures for the operation of the Authority and the Programs;
- (n) to engage, retain, and discharge agents, representatives, firms, or other organizations as the Board of Directors deems necessary for the administration of the Authority;
- (o) to enter into any and all contracts or agreements necessary or appropriate to carry out the purposes and functions of the Authority;

- (p) to acquire, hold, lease, manage and dispose of, as provided by law, any and all property necessary or appropriate to carry out the purposes and functions of the Authority;
- (q) to transact any other business which is within the powers of the Board of Directors;
- (r) to invest funds on hand in a manner authorized by law, the Agreement and the Bylaws;
- (s) to provide financial administration, claims management services, legal representations, safety engineering, actuarial services, and other services necessary or proper to carry out the purposes of the Authority either through its own employees or contracts with one or more third parties;
- (t) to exercise general supervisory and policy control over the Chief Executive Officer;
- (u) to establish committees and sub-committees as it deems necessary to best serve the interests of the Authority; and
- (v) to have such other powers and functions as are provided for pursuant to the Act, this Agreement or necessary or appropriate to fulfill the purpose of this Agreement and the Bylaws.

Article 10. Officers of the Authority. The officers of the Authority shall be as set forth in the Bylaws. The Board may elect or authorize the appointment of such other officers than those described in the Bylaws as the business of the Authority may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board, from time to time, may authorize or determine.

Any officer may be removed, either with or without cause, by a majority of the directors of the Board at any regular or special meeting of the Board. Should a vacancy occur in any office as a result of death, resignation, removal, disqualification or any other cause, the Board may delegate the powers and duties of such office to any officers or to any Members of the Board until such time as a successor for said office has been appointed.

Article 11. Provision for Bylaws. The Board shall promulgate Bylaws to govern the day-to-day operations of the Authority. The Board may amend the Bylaws from time to time as it deems necessary, and as provided in the Bylaws. Each Member shall receive a copy of any Bylaws and agrees to be bound by and to comply with all of the terms and conditions of the Bylaws as they exist or as they may be modified. The Bylaws shall be consistent with the terms of this Agreement. In the event any provision of the bylaws conflicts with a provision of this Agreement, the provision contained in this Agreement shall control.

Article 12. [Reserved].

Article 13. Coverage Programs.

(a) The Authority shall maintain such types and levels of coverage for Programs as determined by the Board of Directors. Such coverage may provide for binding arbitration before an independent arbitration panel of any disputes concerning coverage between the Authority and a Member.

(b) The coverage afforded under one or more Programs may include protection for general liability, auto liability, property, boiler and machinery, public officials errors and omissions, employment practices, employee benefits liability coverage, employee dishonesty coverage, public officials personal liability coverage and workers' compensation, as well as coverage for other risks which the Board of Directors may determine to be advisable. More than one type of coverage may be afforded under a single Program.

(c) The Board of Directors may arrange for group policies to be issued for Members, their board members and employees interested in obtaining additional coverage, at an appropriate additional cost to those participating Members.

(d) The Board of Directors may arrange for the purchase of Excess or Re-Insurance. The Authority shall not be liable to any Member or to any other person or organization if such excess or reinsurance policies are terminated, canceled or non-renewed without prior notice to one or more Members, or if there is a reduction in the type of coverage afforded under a program by reason of any change in coverage in a succeeding excess or reinsurance policy, even if such reduction occurs without prior notice to one or more Members.

Article 14. Implementation of the Programs. The Board of Directors shall establish the coverage afforded by each Program, the amount of Contributions and Assessments, the precise cost allocation plans and formulas, provide for the handling of claims, and specify the amounts and types of Excess or Re-Insurance to be procured. The Contributions and Assessments for each Program shall be determined by the Board of Directors as set forth herein, in the Bylaws or in the operating policies established for a Program.

Article 15. Accounts And Records.

(a) **Annual Budget.** The Authority shall, pursuant to the Bylaws, annually adopt an operating budget, including budgets for each Joint Protection Program.

(b) **Funds and Accounts.** The Authority shall establish and maintain such funds and accounts as required by the Board of Directors and as required by generally accepted accounting principles, including separate funds and accounts for each Program, including Joint Protection Programs. Books and records of the Authority shall be open to any inspection at all reasonable times by authorized representatives of Members, or as otherwise required by law.

(c) **Investments.** Subject to the applicable provisions of any indenture or resolution providing for the investment of moneys held thereunder, the Authority shall have the power to invest any money in the treasury that is not required for the immediate necessities of the Authority, as the Board determines is advisable, in the same manner as local agencies pursuant to

California Government Code Sections 53601 *et seq.* (as such provisions may be amended or supplemented).

(d) **No Commingling.** The funds, reserves and accounts of each Program shall not be commingled and shall be accounted for separately; provided, however, that administration and overhead expenses of the Authority not related to a specific Program or Programs may be fairly and equitably allocated among Programs as determined by the Board of Directors. Investments and cash accounts may be combined for administrative convenience, but a separate accounting shall be made for balances of individual funds and Program revenues and expenses.

(e) **Annual Audit.** The Board shall provide for a certified, annual audit of the accounts and records of the Authority, in the manner set forth in the Bylaws.

Article 16. Services Provided by the Authority. The Authority may provide, at the sole discretion of the Board of Directors, the following services in connection with this Agreement:

(a) to provide or procure coverage, including but not limited to self-insurance funds and commercial insurance, as well as excess coverage, re-insurance and umbrella insurance, by negotiation or bid, and purchase;

(b) to assist Members in obtaining insurance coverage for risks not included within the coverage of the Authority;

(c) to assist risk managers with the implementation of risk management functions as it relates to risks covered by the Programs in which the Member participates;

(d) to provide loss prevention and safety consulting services to Members;

(e) to provide claims adjusting and subrogation services for Claims covered by the Programs;

(f) to provide loss analysis and control by the use of statistical analysis, data processing, and record and file keeping services, in order to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;

(g) to review Member contracts to determine sufficiency of indemnity and insurance provisions when requested;

(h) to conduct risk management audits relating to the participation of Members in the Programs; and

(i) to provide such other services as deemed appropriate by the Board of Directors.

Article 17. Responsibilities of Members. Members or Former Members shall have the following responsibilities, which shall survive the withdrawal from, or involuntary termination of participation in, this Agreement:

(a) Each Member shall designate a person to be responsible for the risk management function within that Member and to serve as a liaison between the Member and the Authority as to risk management.

(b) Each Member shall maintain an active safety officer and/or committee, and shall consider all recommendations of the Authority concerning unsafe practices and/or hazard mitigation.

(c) Each Member shall maintain its own set of records, including a loss log, in all categories of risk covered by each Program in which it participates to insure accuracy of the Authority's loss reporting system, unless it is no longer deemed necessary by the Board of Directors.

(d) Each Member shall pay its Contribution, and any adjustments thereto, and any Assessments within the specified period set forth in the invoice, or as otherwise may be set forth herein or in the Bylaws. After withdrawal or termination, each Former Member or its successor shall pay promptly to the Authority its share of any additional Contribution, adjustments or Assessments, if any, as required of it by the Board of Directors under Article 21 or 22 of this Agreement or the Bylaws.

(e) Each Member or Former Member shall provide the Authority with such other information or assistance as may be necessary for the Authority to carry out the Programs under this Agreement in which the Member or Former Member participates or has participated.

(f) Each Member or Former Member shall in any and all ways cooperate with and assist the Authority and any insurer of the Authority, in all matters relating to this Agreement and covered claims.

(g) Each Member or Former Member will comply with all Bylaws, rules and regulations adopted by the Board of Directors.

(h) Each Member shall remain a member in good standing of CSDA.

Article 18. New Members. The Authority shall allow entry into its Programs of new Members only upon approval of the Board, with any conditions or limitations as the Board deems appropriate. In order to become a Member and remain a Member, any District must be a member in good standing of CSDA, shall participate in at least one (1) Joint Protection Program and shall be authorized to exercise the common powers set forth in this Agreement.

Article 19. Withdrawal.

(A) Any Member may voluntarily withdraw from this Agreement only at the end of any applicable Program Year and only if:

- (i) The Member has been a signatory to this Agreement for not less than three (3) full Program Years as of the date of the proposed withdrawal;

- (ii) The Member submits a written withdrawal notification in accordance with the Bylaws;
 - (iii) In order to withdraw from the agreement the member must have completed the three (3) full program year participation requirement for each Joint Protection Program the member participated in at the time of withdrawal.
- (B) Any Member may voluntarily withdraw from any particular Joint Protection Program; and
- (i) It has participated in such Joint Protection Program for at least three (3) full Program Years;
 - (ii) it is a participant in another Joint Protection Program; and
 - (iii) the Member submits a written withdrawal notification in accordance with the Bylaws.

(C) In the event that the three year participation requirement as required by (A)(i) or (B)(i) as to any such Joint Protection Program above has not been met, for each Program the withdrawing Member participated in at the time of its withdrawal, for less than three years such withdrawing member shall be obligated to pay all Contributions and Assessments as if that Member had remained in each such Program for the full three years from the inception of its membership in the Authority.

(D) In the event that the notice is not provided as required by (A)(ii) or (B)(iii) above, any such withdrawing Member shall, with respect to each Program the Member participated in, be obligated to pay any and all Contributions and Assessments for the next full Program Year.

(E) A Member may withdraw from any Program (other than a Joint Protection Program) as provided by the Coverage Documents relating to such Program.

(F) Withdrawal of one or more Members shall not serve to terminate this Agreement.

(G) A Member may not withdraw as a party to this Agreement until it has withdrawn, as provided in the Bylaws from all of the Programs of the Authority.

Article 20. Involuntary Termination.

(a) Notwithstanding the provisions of Article 19, the Authority shall have the right to involuntarily terminate any Member's participation in any Program, or terminate membership in the Authority, as provided in the Bylaws.

(b) Notwithstanding any other provisions of this Agreement, the participation of any Member of the Authority, including participation in any of the Authority's Programs, may be involuntarily terminated at the discretion of the Board of Directors whenever such Member is dissolved, consolidated, merged or annexed. A reasonable time shall be afforded, in the

discretion of the Board of Directors, to place coverage elsewhere. Any such involuntary termination shall not relieve the Member or Former Member of its responsibilities as provided for in Articles 17 or 21.

Article 21. Effect of Withdrawal or Involuntary Termination. The withdrawal from or involuntary termination of any Member from this Agreement shall not terminate this Agreement, and such Member, by withdrawing or being involuntarily terminated, shall not be entitled to payment, return or refund of any Contribution, Assessment, consideration, or other property paid, or donated by the Member to the Authority, or to any return of any loss reserve contribution, or to any distribution of assets (except payment of any Retained Earnings, as set forth in the following paragraph).

The withdrawal from or involuntary termination of any Member after the effective date of any Program shall not terminate its responsibility to pay its unpaid Contribution adjustments, or Assessments to such Program. The Board of Directors shall determine the final amount due from the Member or Former Member by way of contribution or assessments, if any, or any credit due on account thereof, to the Member or Former Member for the period of its participation. Such determination shall not be made by the Board of Directors until all Claims, or other unpaid liabilities, have been finally resolved. In connection with this determination, the Board of Directors may exercise similar powers to those provided for in Article 22(b) of this Agreement, or as otherwise set forth in the Bylaws. Upon such withdrawal from or cancellation of participation in any Program by any Member, said Member shall be entitled to receive its pro rata share of any Retained Earnings declared by the Board of Directors after the date of said Member withdraws or is involuntarily terminated.

Article 22. Termination and Distribution; Assignment.

(a) This Agreement may be terminated any time with the written consent of two-thirds of the voting Members; provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of net assets and all other functions necessary to wind up the affairs of the Authority.

(b) The Board of Directors is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority. These powers shall include the power to require Members or Former Members, including those which were signatory hereto at the time the subject Claims arose or was/were incurred, to pay any Assessment in accordance with loss allocation formulas for final disposition of all Claims and losses covered by this Agreement or the Bylaws. A Member or Former Member's Assessment shall be determined as set forth in the Bylaws or the applicable Coverage Documents.

(c) Upon termination of a Program, all net assets of such Program other than Retained Earnings shall be distributed only among the Members that are participating in such Program at the time of termination, in accordance with and proportionate to their cash payments (including Contributions, adjustments, Assessments and other property at market value when received) made during the term of this Agreement for such Program. The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending Claim or loss covered by such Program, or as otherwise set forth in the Bylaws.

(d) Upon termination of this Agreement all net assets of the Authority, other than of any Program distributed pursuant to (c) above, shall be distributed only among the Members in good standing at the time of such termination in accordance with and proportionate to their cash contributions and property at market value when received. The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending Claim or loss covered by this Agreement, or as otherwise set forth in the Bylaws.

(e) In the event the Board of Directors is no longer able to assemble a quorum, the Chief Executive Officer shall exercise all powers and authority under this Article. The decision of the Board of Directors or Chief Executive Officer under this Article shall be final.

(f) In lieu of terminating this Agreement, the Board, with the written consent of two-thirds of the voting Members, may elect to assign and transfer all of the Authority's rights, assets, liabilities and obligations to a successor joint powers authority created under the Act.

Article 23. Enforcement. The Authority is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce the terms of this Agreement, the Bylaws and/or any policies and/or procedures of the Board of Directors and the nondefaulting party(s) should employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party(s) herein contained, the defaulting party agrees that it will on demand therefore pay to the nondefaulting party(s) the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party(s).

Article 24. Nonliability of Directors, Officers and Employees. The Board of Directors, and the officers and employees of the Authority, including former directors, officers and employees, shall not be liable to the Authority, to any Member or Former Member, or to any other person, for actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or omitted by any employee or independent contractor; for loss incurred through the investment or failure to invest funds; or for loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such director, officer or employee. No director, officer or employee, including former directors, officers and employees, shall be liable for any action taken or omitted by any other director, officer or employee. The Authority shall defend and shall indemnify and hold harmless its directors, officers and employees, including former directors, officers and employees, from any and all claims, demands, causes of action, and damages arising out of their performance of their duties as such directors, officers or employees of the Authority except in the event of fraud, gross negligence, corruption, malice or intentional misconduct, and the funds of the Authority shall be used for such purpose. The Authority may purchase conventional insurance to protect the Authority, and its participating Members or Former Members, against any such acts or omissions by its directors, officers and employees, including former directors, officers and employees.

Article 25. Provisions Relating to CSDA. It is agreed and understood the mandatory membership in CSDA provision in Article 18 is in consideration of CSDA's exclusive endorsement of SDRMA's programs as they exist or may be modified. CSDA and the Authority

may from time to time exchange services or enter into separate service agreements pursuant to Section 6505 of the Act, including, but not limited to, services relating to educational programs, marketing, web-site graphics and conferences.

So long as the Authority is a participant in the MOU, the Board of the Authority shall appoint three members of the Board to serve as members of the Alliance Executive Council. In the event the MOU has been terminated or the Authority has withdrawn from the MOU, the composition of the Authority Board of Directors shall be increased by two (2) additional directors to be appointed by CSDA. CSDA appointees shall be a director serving on the CSDA Board of Directors and said director(s) shall be a member of an agency who is a signatory to the current SDRMA Joint Powers Agreement.

CSDA shall be a third party beneficiary to Sections 18, 25, 27 of this Agreement.

Article 26. Notices. Notices to Members or Former Members hereunder shall be sufficient if delivered to the principal office of the respective Member or Former Member.

Article 27. Amendment. This Agreement may be amended at any time by a two-thirds vote of the Members; provided, that any amendment to Article 18, Article 25, or Article 27 shall require the prior written consent of CSDA. The Bylaws may be amended as provided therein. Upon the effective date of any validly approved amendment to this Agreement, such amendment shall be binding on all Members.

Article 28. Prohibition Against Assignment. No person or organization shall be entitled to assert the rights, either direct or derivative, of any Member or Former Member under any coverage agreement or memorandum. No Member or Former Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member or Former Member shall have any right, claim or title or any part, share, interest, fund, contribution or asset of the Authority.

Article 29. Agreement Complete. The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein. This Agreement supersedes and replaces the Fifth Amended Joint Powers Amendment.

Article 30. Counterparts. This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

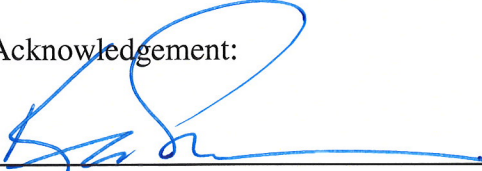
Article 31. California Law. This Agreement shall be governed by the laws of the State of California.

Article 32. Severability. Should any part, term or provisions of this Agreement be determined by any court of component jurisdiction to be illegal or in conflict with any law of the State of California or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Article 33. Effective Date. This Agreement shall become effective as to existing Members of the Authority on the date on which the last of two-thirds of such Members have executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have first executed this Agreement by authorized officials thereof on the date indicated below:

Acknowledgement:



Ken Sonksen, President
Board of Directors
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

Oct 2, 2007
Date

I hereby certify this Amended Joint Powers Agreement has also received the required approval of not less than two-thirds of the Member entities then parties to the Fifth Amended Joint Powers Agreement.



James W. Towns, Chief Executive Officer
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

Oct. 2, 2007
Date

EXECUTION BY MEMBER

The Amended and Restated Joint Powers Agreement of the Special District Risk Management Authority, has been approved by the Board of Directors of the Member listed below, on the date shown, and said Member agrees to be subject to all of the terms and conditions set forth in said Agreement.

Entity Name: _____

By: _____ President

By: _____ Clerk

Date: _____

EXECUTION BY AUTHORITY

The Special District Risk Management Authority (the "Authority"), operating and functioning pursuant to this Sixth Amended Joint Powers Agreement, hereby accepts the entity named above as a participating member in the Authority, subject to all of the terms and conditions set forth in this Sixth Amended Joint Powers Agreement and in the Bylaws, effective as of

_____.

SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

By: _____
Michael Scheafer, President
Board of Directors

Date: _____



State of California
Department of Industrial Relations
OFFICE OF SELF-INSURANCE PLANS

**APPLICATION FOR CERTIFICATE OF CONSENT
TO SELF-INSURE AS A PUBLIC AGENCY EMPLOYER SELF-INSURER**
All questions must be answered. If not applicable, enter "N/A".

To the Director of the Department of Industrial Relations: The public agency employer identified below submits the following information to obtain a Certificate of Consent to Self-Insure the payment of workers' compensation under California Labor Code Section 3700.

LEGAL NAME OF APPLICANT (Show exactly as on Charter or other official documents):

Address: _____

City: _____ State: _____ Zip + 4: _____ - _____

Federal Tax ID # of Group: _____

CONTACT - Who Should Correspondence Regarding This Applicant Be Addressed To:

Name: _____ Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip + 4: _____ - _____

Phone: _____ E-Mail: _____

TYPE OF PUBLIC ENTITY (Check one):

City and/or County School District Police and/or Fire District Hospital District

Joint Powers Authority Other (describe): _____

TYPE OF APPLICATION (Check one):

New Application Reapplication (Merger/Unification) Reapplication (Name Change)

Other (describe): _____

Date Self-Insurance Program will begin: _____

CURRENT WORKERS' COMPENSATION PROGRAM

Currently Insured with State Fund Policy # _____ Expiration Date: _____

Currently Self Insured, Certificate # _____

Other (describe): _____

CLAIMS ADMINISTRATION

Who will be administering your agency's workers' compensation claims? (Check one)

JPA will administer

Third Party Administrator, TPA Certificate # _____

Public entity will self-administer

Insurance Carrier will administer

Name of Third Party Administrator:

Name: _____ Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip + 4: _____ - _____

Phone: _____ E-Mail: _____

of claims reporting locations to be used to handle Agency's claims: _____

Does applicant currently have a California Certificate of Consent to Self-Insure? Yes No

If yes, what is the current Certificate Number: _____

Total Number of Affiliate's California employees to be covered by Group: _____

AGENCY EMPLOYER

Current # of Agency Employees: _____ # of Public Safety Employees (police//fire): _____

If school District, # of certificated employees: _____

Will all Agency employees be covered by this self-insurance plan? Yes No

If 'No', explain who is not covered and how workers' compensation coverage will be provided to the excluded employees:

JOINT POWERS AUTHORITY

Will applicant be a member of a JPA for workers' compensation ?

Yes No (If 'yes', complete the following)

Effective date of JPA Membership: _____ JPA Certificate # _____

Name of JPA: _____

AGENCY SAFETY PROGRAM

Does the Agency have a written Injury and Illness Prevention Program (IIPP)? Yes No

Individual responsible for Agency workplace safety and IIPP program:

Name: _____ Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip + 4: _____ - _____

Phone: _____ E-Mail: _____

SUPPLEMENTAL COVERAGE

1.) Will your program be supplemented by any insurance or pooled coverage under a **STANDARD** workers' compensation insurance policy? Yes No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: _____

Policy #: _____ Effective Date of Coverage: _____

2.) Will your program be supplemented by any insurance or pooled coverage under a **SPECIFIC EXCESS** workers' compensation insurance policy? Yes No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: _____

Policy #: _____ Effective Date of Coverage: _____

Retention Limits: _____

3.) Will your program be supplemented by any insurance or pooled coverage under an **AGGREGATE EXCESS** (stop loss) specific excess workers' compensation insurance policy? Yes No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: _____

Policy #: _____ Effective Date of Coverage: _____

Retention Limits: _____

RESOLUTION FROM GOVERNING BOARD

Attach a properly executed Governing Board Resolution. See attached sample resolution on page 5.

CERTIFICATION

The undersigned on behalf of the applicant hereby applies for a Certificate of Consent to Self-Insure the payment of workers' compensation liabilities pursuant to Labor Code Section 3700. The above information is submitted for the purpose of procuring said Certificate from the Director of Industrial Relations, State of California. If the Certificate is issued, the applicant agrees to comply with applicable California statutes and regulations pertaining to the payment of compensation that may become due to the applicant's employees covered by the Certificate.

X _____ DATE: _____
SIGNED: Authorized Official / Representative

Printed Name

Title

Agency Name

RESOLUTION NO.: _____ DATED: _____

**A RESOLUTION AUTHORIZING APPLICATION
TO THE DIRECTOR OF INDUSTRIAL RELATIONS, STATE OF CALIFORNIA
FOR A CERTIFICATE OF CONSENT TO SELF-INSURE
WORKERS' COMPENSATION LIABILITIES**

At a meeting of the _____
(Enter Name of the Board)

of the _____
(Enter Name of Public Agency, District, Etc.)

a _____ organized and existing under the
(Enter Type of Agency, i.e., County, City, School District, etc.)

laws of the State of California, held on the _____ day of _____, 20____,

the following resolution was adopted:

RESOLVED, that the above named public agency is authorized and empowered to make application to the Director of Industrial Relations, State of California, for a Certificate of Consent to Self-Insure workers' compensation liabilities and representatives of Agency are authorized to execute any and all documents required for such application.

IN WITNESS WHEREOF: I HAVE SIGNED AND AFFIXED THE AGENCY SEAL.

X _____ DATE: _____
SIGNED: Board Secretary or Chair

Printed Name

Title

Agency Name

Affix Seal Here



California Special Districts Association
Districts Stronger Together

2023 APPLICATION

ASSOCIATE MEMBER APPLICATION

NON VOTING MEMBERSHIP - Dependent Special Districts, City and County Agencies, JPAs and other public agencies not eligible for Regular membership.

| | | |
|---|-----------------------|-----------------------|
| Main Contact Name: | | |
| Title | | |
| Email: | | Phone: |
| Agency Name: | | |
| Mailing Address: | | |
| City: | | State: Zip: |
| Physical Address: | | |
| City: | | State: Zip: |
| Referred By: | | |
| 2023 CSDA ANNUAL MEMBERSHIP DUES | | |
| Dues are based on the agency's annual operating revenue/income as of June 30, 2022. Only one-time grants or straight pass-through funding should be excluded. Any funding used to support agency operations such as payroll and other administrative expenses should be included. Refer to chart below to determine dues category. CSDA dues are subject to change by majority vote of the CSDA Board of Directors. | | |
| AGENCY'S OPERATING REVENUE: | | |
| DUES TABLE (please check operating revenue) | | |
| OPERATING REVENUE | ASSOCIATE DUES | |
| <input type="checkbox"/> \$0 - 500,000 | \$1,250 | |
| <input type="checkbox"/> \$500,000 - 10,000,000 | \$1,634 | |
| <input type="checkbox"/> \$10,000,000 and over | \$1,881 | |
| YES, I WOULD LIKE INFORMATION ON: | | |
| <input type="checkbox"/> RISK MANAGEMENT COVERAGES <input type="checkbox"/> TAX-EXEMPT FINANCING OPTIONS | | |
| PAYMENT (Credit card payments may be submitted by mail or fax to 916-520-2470, or email membership@csda.net) | | |
| <input checked="" type="checkbox"/> CHECK <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMERICAN EXPRESS | | |
| Account Name: | | Account Number: |
| Expiration Date: | | Authorized Signature: |
| | | AMOUNT: |
| <p>Please return this form with dues investment to CSDA Member Services, 1112 I Street #200, Sacramento CA 95814. Additional information will be requested to complete your agency's new member file. QUESTIONS? Contact CSDA Member Services at 877.924.2732 or membership@csda.net.</p> | | |

**BYLAWS
OF
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY**

THESE BYLAWS are for the regulation of Special District Risk Management Authority (the "Authority"). The definitions of terms used in these Bylaws shall be those definitions contained in the Sixth Amended and Restated Joint Powers Agreement relating to the Authority (the "Agreement"), supplements to such Agreement, and subsequent amendments to such Agreement, unless the context requires otherwise.

**ARTICLE I
MEMBERSHIP**

1. Eligibility

Any district, public agency, or public entity organized under the laws of the State of California, which is a member of the California Special Districts Association ("CSDA") is eligible for membership in the Authority upon approval by the Board of Directors of the Authority.

2. Participating Member

A "Member," as that term is used herein, is any public entity described in Section 1 above in the State of California whose participation in the Authority has been approved by the Board of Directors, and which (a) has executed the Joint Powers Agreement or successor document pursuant to which these Bylaws are adopted, and (b) which participates in a Joint Protection Program. Absent specific approval of the Board of Directors, all members shall at all times be a participant in either the Property/Liability Program or Workers' Compensation Program established by the Authority.

3. Successor Member Entity

Should any Member reorganize in accordance with the statutes of the State of California, the successor in interest, or successors in interest, if a member of CSDA, may be substituted as a Member upon approval by the Board of Directors of the Authority.

4. Annual Membership Meeting

An annual meeting of the members of the Authority shall be held at a time and place to be determined by the Board of Directors. The annual meeting shall be conducted in accordance with policies established by the Board of Directors. Each and every entity that is a Member of the Authority shall, no less than thirty (30) calendar days prior to such meeting, be given written notice of the time and place of the meeting. The final agenda will be posted 72 hours prior to the meeting in the manner provided by the Ralph M. Brown Act (California Government Code Section 54950 *et seq.* (the "Brown Act")). The agenda shall include:

- a. Those matters which are intended to be presented for action by the Board of Directors;
- b. The general nature of any proposal to be presented for action; and
- c. Such other matters, if any, as may be expressly required by statute or by the Agreement.

**ARTICLE II
BOARD OF DIRECTORS**

1. Powers

Under the Agreement or successor document, the Authority is empowered to carry out all of its powers and functions through a Board of Directors. The Board of Directors shall have the powers set forth as follows, or as otherwise provided in the Agreement:

- a. to make and enter into contracts, including the power to accept the assignment of contracts or other obligations which relate to the purposes of the Authority, or which were entered into by a Member or Former Member prior to joining the Authority, and to make claims, acquire assets and incur liabilities;
- b. to incur debts, liabilities, or other obligations, including those which are not debts, liabilities or obligations of the Members or Former Members, or any of them;

- c. to charge and collect Contributions and Assessments from Members or Former Members for participation in Programs;
- d. to receive grants and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
- e. to acquire, hold, lease or dispose of property, contributions and donations of property and other forms of assistance from persons, firms, corporations and governmental entities;
- f. to acquire, hold or dispose of funds, services, donations and other forms of assistance from persons, firms, corporations and governmental entities;
- g. to employ agents and employees, and/or to contract for such services;
- h. to incur debts, liabilities or other obligations to finance the Programs and any other powers available to the Authority under Article 2 or Article 4 of the Act;
- i. to enter into agreements for the creation of separate public entities and agencies pursuant to the Act;
- j. to sue and be sued in its own name; and
- k. to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement (including the provision of all other appropriate ancillary coverages for the benefit of the Members or Former Members), or otherwise authorized by law or the Act.

2. Nomination of Directors

Members may nominate candidates to the Board of Directors in the following manner:

- a. A Member may place into nomination its candidate for any open position on the Board of Directors in accordance with election guidelines established by the Board of Directors.
- b. Each candidate for election as a director must be a member of the board of directors or a management employee of a Member (as determined by the Member's governing board). Only one representative from any Member may serve on the Board of Directors at the same time.
- c. Nominating forms must be completed and received by the Authority at least fifty (50) days before the date the election will occur.
- d. This nomination process shall be the sole method for placing candidates into nomination for the Board of Directors.

3. Terms of Directors

The composition of the Board shall be as set forth in the Agreement. The election of directors shall be held in each odd-numbered year. The terms of the directors elected by the Members will be staggered. Four directors will serve four-year terms, to end on December 31 of one odd-numbered year. Three directors will serve four-year terms, to end on December 31 of the alternate odd-numbered year.

The failure of a director to attend three (3) consecutive regular meetings of the Board (provided such meetings shall occur in a period of not less than three (3) successive months), except when prevented by sickness, or except when absent from the State with the prior consent of the Board, as provided by Government Code, Section 1770 shall cause such director's remaining term in office to be considered vacant. A successor director shall be selected for the duration of such director's term as set forth in Section 5 hereof.

4. Election of Directors

Members may vote for directors in accordance with the balloting process guidelines established herein or as otherwise established by policy of the Board of Directors. Each Member shall have one vote in the election per elected position.

The Board of Directors will conduct the election of directors to serve on the Board of Directors by all-mail ballot. Written notice shall be sent by mail to each Member no later than ninety (90) days prior to the date scheduled for such election. Said notice shall (i) inform each Member of the positions to be filled on the Board of Directors at such election; and (ii) inform each Member of its right to nominate candidates for any office to be filled at the election to Article II, Section 2 of the Bylaws. A form of mail ballot containing all mailed nominations accepted for any office to be filled at the election shall be mailed in accordance with policy established by the Board of Directors to each Member. Said mailed ballot shall indicate that each Member may return the ballot to the principal business address of the

Authority and that only those ballots received prior to the close of business on the date designated for the election shall be considered valid and counted.

5. Vacancy

Upon the death or resignation of any member of the elected Board of Directors, or the determination such member's remaining term is vacant pursuant to Section 3 hereof, the vacancy shall be filled for the balance of the unexpired term by appointment in accordance with policy established by the Board of Directors.

6. Meetings

The business of the Board of Directors shall be conducted and exercised only at a regular or special meeting of the Board of Directors held in accordance with law. Written notice of each meeting shall be given to each director of the Board by mail or other means of written communication, in the manner provided by the Brown Act. Such notice shall specify the place, the date, and the hour of such meeting.

Special meetings of the Board of Directors, for the purpose of taking any action permitted by statute and the Agreement, may be called at any time by the President, or by the Vice President in the absence or disability of the President, or by a majority of the members of the Board.

Any annual, regular, or special Board of Directors' meeting, whether or not a quorum is present, may be adjourned from time to time, as provided by the Brown Act.

Minutes of any and all open meetings shall be available to Members upon request and distributed by mail, electronically, or available on the Authority's MemberPlus on-line web portal.

7. Quorum and Required Vote

A quorum of the Board of Directors shall be a majority of the total number of directors. A quorum must be present at any meeting before the business of the Board of Directors can be transacted. The vote of a majority of the Board of Directors shall be required for any act or decision of the Board of Directors, except as otherwise specifically provided by law or the Agreement. The directors present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal from the meeting of enough directors to leave less than a quorum.

8. Expenses

Board members shall be reimbursed by the Authority in accordance with policy approved by the Board of Directors for all reasonable and necessary travel expenses when required or incurred by any director in connection with attendance at a meeting of the Board of Directors or a committee thereof and for such other expenses as are approved by the Board. These expenses shall include, but shall not be limited to, all charges for meals, lodging, airfare, and the costs of travel by automobile at a rate per mile established by the Board of Directors.

**ARTICLE III
OFFICERS AND EMPLOYEES**

1. President, Vice President and Secretary

There shall be three officers of the Board: a president, a vice president and a secretary, who shall be members of the Board of Directors.

Election of officers shall be held at the first meeting following January 1 of each year, and each officer's term shall begin immediately thereafter, and shall end following adjournment of the first meeting following January 1 of the next year, or as soon thereafter as a successor is elected.

In the event the president, vice president or secretary so elected ceases to be a member of the Board of Directors, the resulting vacancy in the office shall be filled by election at the next regular meeting of the Board of Directors after such vacancy occurs. The president or vice president may be removed, without cause, by the Board of Directors at any regular or special meeting thereof, by a two-thirds vote of the voting members of the Board.

The president shall preside at and conduct all meetings of the Board of Directors, and shall carry out the resolutions and orders of the Board of Directors and shall exercise such other powers and perform such other duties as the Board of Directors shall prescribe. The president shall be ex-officio a member of all standing committees, if any. In the absence of the president, the vice president shall carry out the duties of the president. The secretary shall keep, or cause to be kept, minutes of all meetings, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors.

2. Board Committees

Committees of the Board may be appointed in accordance with policy established by the Board of Directors, and membership on such committees may be open to non-members of the Board of Directors. Committees shall include at least one (1) member of the Board of Directors, but may not include a majority of the Board of Directors.

3. Chief Executive Officer

The Board shall appoint a Chief Executive Officer who shall have general administrative responsibility for the activities of the Authority. The Chief Executive Officer shall be paid by the Authority and is a contract position.

The Chief Executive Officer shall record or cause to be recorded, and shall keep or cause to be kept, at the principal executive office or such other place as the Executive Committee may order, a book of minutes of actions taken at all meetings of the Board of Directors, whether regular or special (and, if special, how authorized), the notice thereof given, the names of those present at the meetings, and the proceedings thereof. The Chief Executive Officer/ shall keep, or cause to be kept, at the principal executive office of the Authority a list of all designated representatives and alternates of each Member. The Chief Executive Officer/ shall give, or cause to be given, notice of all the meetings of the Board of Directors required by the Bylaws or by statute to be given, and shall have such other powers and perform such other duties as may be prescribed by the Board, the Agreement or the Bylaws.

The Chief Executive Officer shall have the duty of administering the Programs of the Authority, as provided for in the Agreement, shall have direct supervisory control of and responsibility for the operation of the Authority including appointment of necessary employees thereof, subject to the approved budget and prior authorization of each position by the Board, and such other related duties as may be prescribed by the Board or elsewhere in these Bylaws or the Agreement.

4. Execution of Contracts

The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Authority, and such authorization may be general or confined to specific instances except as otherwise provided by these Bylaws or the Agreement. Unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Authority by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

5. Resignation

Any officer may resign at any time by giving written notice to the president or to the Chief Executive Officer of the Authority, without prejudice, however, to the rights, if any, of the Authority under any contract to which such officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**ARTICLE IV
DESIGNATED ENTITY**

The Lewiston Community Services District is hereby designated as the applicable entity for defining the restrictions upon the manner of exercising power as set forth in the California Government Code Section 6509, and as provided for in the Agreement of which these Bylaws are a part.

Should the Lewiston Community Services District terminate its membership or be involuntarily terminated in accordance with provisions of these Bylaws, the Board of Directors shall, by resolution, name a successor Member as the "designated entity" until such time as this Article can be amended.

ARTICLE V
JOINT PROTECTION PROGRAMS

1. Implementation of Joint Protection Programs

The Board of Directors may, at any time, offer such Programs as it may deem desirable. Such Program or Programs shall be offered on such terms and conditions as the Board of Directors may determine. Members must participate in at least one Joint Protection Program, but participation in any additional Programs or plans will be optional. Those Programs currently include: Property/Liability, Workers' Compensation, Health Benefits and various optional ancillary coverages. The Board of Directors shall establish the amount of Contributions, Estimated Contributions and Assessments, determine the amount of loss reserves, provide for the handling of claims, determine both the type and amount of insurance and/or reinsurance, if any, to be purchased, and otherwise establish the policies and procedures necessary to provide a particular Program for Members. As soon as feasible after development of the details of a Program, the specific rules and regulations for the implementation of such Program shall be adopted by the Board, which shall cause them to be set forth in written form in a policy and procedures manual prepared by the Authority for the Members.

2. Method of Calculating Contributions

The Board of Directors shall establish the method of calculating contributions for Members in each Program or plan annually.

ARTICLE VI
FINANCIAL AFFAIRS

1. Accounts and Records

In compliance with California Government Code Sections 6505.5 and 6505.6 (or as they may be amended), the Treasurer of the Authority shall establish and maintain such bank accounts and maintain such books and records as determined by the Board of Directors and as required by generally accepted accounting principles, the Governing Documents, applicable law, or any Resolution of the Authority. Books and records of the Authority shall be open to inspection at all reasonable times by authorized representatives of Members. Periodically, but not less often than annually, financial reports shall be made available to all Members.

As provided in the Agreement, the funds, reserves and accounts of each Program shall not be commingled and shall be separately accounted for; provided, however, that administration and overhead expenses of the Authority not related to a specific Program or Programs may be allocated among Programs as determined by the Board of Directors.

2. Audit

The Authority shall obtain an annual audit of its financial statements, which audit shall be made by an independent certified public accountant and shall conform to generally accepted auditing standards and accounting principles. A copy of said audit report shall be available, upon request, to each of the Members. Such audit report shall be obtained and filed within six months after the end of the fiscal year under examination with the State Controller and the Auditor-Controller of Sacramento County. A copy will also be posted to the Authority's website.

3. Annual Budget

Prior to the beginning of each Fiscal Year (or Program Year, as appropriate) the Board shall annually approve an operating budget for the Authority, including a budget for each Joint Protection Program.

4. Risk Sharing

- a. Except as otherwise determined by the Board, all Programs established and/or operated under the Agreement or these Bylaws are intended to be risk-sharing programs. Notwithstanding this intention, and upon findings by the Board of Directors of the Authority that confirm the value thereof, the Board of Directors may recognize sound risk management and loss control by the members through contribution and coverage modifications.
- b. The Board of directors authorizes the Chief Executive Officer to make adjustments to a member agency's specific deductibles, risk factor, experience modification factor or the coverage afforded based on:
 - i. The Member's loss experience in comparison to the loss experience of the other members;

- ii. Non-compliance with SDRMA recommended risk management or loss control measures;
- iii. The Member's failure to allow SDRMA or its agents reasonable access to facilities and records in the event of a claim or a loss control inspection;
- iv. The Member's failure to cooperate with SDRMA's officers, agents, employees, attorneys and claim adjusters; or
- v. The Member's failure to honor any other reasonable request by SDRMA with respect to fulfilling the Member's responsibilities as outlined in Article 17 of the Joint Powers Agreement relating to the Authority.

5. Distribution of Net Position

Any Net Position from the operation of any Program, in such amounts and under such terms and conditions as may be determined by the Board of Directors, may be distributed to the Members in such Program. Any distribution of such funds shall be made on a pro rata basis in relation to net contributions paid to that Program and shall be made only to those Members which participated in the Program during the Program Year in which the Net Position were generated. Such distributions may be made to Members based on the Program Year(s) during which the Member participated, even if the Member is not a Member at the time of the distribution.

6. Assessments

- a. If, in the opinion of the Board of Directors, claims against Members in any particular Program or plan for any particular Program Year are of such a magnitude as to endanger the ability of the Authority to continue to meet its obligations for that Program for that Program Year, each Member who has participated in that particular Program or plan of the Authority during the applicable Program Year shall be assessed a pro rata share of the additional amount determined necessary by the Board of Directors to restore the ability of the Authority to continue to meet its obligations for the applicable Program Year.
- b. Each Member's pro rata share of the total Assessment shall be in the same proportion as that Member's gross contributions paid during or due for the applicable Program Year bears to the total gross Contributions paid by or due from all Members during the applicable Program Year. In calculating these amounts, the Assessment shall not be included in gross Contributions.
- c. Failure of any Member to pay any regular Contribution or Assessment when due shall be cause for the involuntary termination of that entity's membership in the Authority. Such Assessment shall be a debt due by all Members who have participated in the applicable Program or plan during the applicable Program Year, and shall not be discharged by termination of membership.

7. Fiscal Year

The Authority shall operate on a fiscal year commencing on July 1 and ending on the following June 30. Such fiscal year shall also be the Program Year for any Member in any Joint Protection Program.

8. Agency Funds; No Loans

All funds received within a Joint Protection Program, as determined by the Board, for the purposes of the Authority shall be utilized solely for the purposes of such Joint Protection Program, and all expenditures of funds shall be made only upon signatures authorized by the Board of Directors, which shall establish the necessary procedures for doing so. Any funds not required for the immediate need of the Authority, as determined by the Board of Directors, may be invested in any manner authorized by law for the investment of funds of a special district.

Except for the allocation of administrative and overhead expenses, and for investment purposes as set forth in the Agreement, Program funds shall not be commingled and shall be separately accounted for.

The Board may not approve loans between Programs.

9. Grants and Donations

Without in any way limiting the powers otherwise provided for in the Agreement, these Bylaws, or by statute, the Authority shall have the power and authority to receive, accept, and utilize the services of personnel offered by any Member, or their representatives or agents; to receive, accept, and utilize property, real or personal, from any Member or its agents or representatives; and to receive, accept, expend, and disburse funds by contract or otherwise, for

purposes consistent with the provisions of the Agreement, which funds may be provided by any Member, their agents, or representatives.

10. Recovery of Payment

In the event of any payment by the Authority, the Authority may on behalf of the Member, either in the name of the Authority, in the name of the Member or both, recover sums paid to or on behalf of the Member from any person or organization liable, legally, contractually or otherwise, and the Member shall execute and deliver such instruments and papers, and do whatever else is necessary including execution of an assignment of all claims, including all rights to recover attorney fees, to the Authority or to a third party at the Authority's request, to secure such recovery and shall do nothing to impair such recovery. All sums recovered shall be applied to reimburse the Authority for payments made to or on behalf of the Member, to reimburse the Authority for the expense of such recovery, and to reimburse the Member for any deductible or co-insurance penalty paid.

**ARTICLE VII
WITHDRAWALS; TERMINATION OF MEMBERSHIP**

1. Withdrawal from Programs

A Member may voluntarily withdraw from any particular Program only in accordance with the applicable provision of the Agreement or any successor document thereto. A Member may withdraw from a Program without withdrawing from the Agreement if it is a participant in another Joint Protection Program of the Authority. Notice of intention to withdraw from a Program must be given to the Authority at least ninety (90) days prior to the end of the Program Year. No withdrawal shall become effective until the end of the applicable Program Year.

2. Involuntary Termination

Membership shall be deemed automatically terminated immediately and without prior notice upon the failure of any Member to maintain membership in at least one of the Authority's Programs.

In addition, a Member may be terminated from membership in a Program or the Agreement for cause upon a majority vote of the Board of Directors. The effective date of such termination shall be as determined by the Board of Directors, except that such termination shall take effect no later than sixty (60) days following the Board's decision to terminate and notice thereof is provided to the Member pursuant to Article VII, Section 3. For purposes of this Section, cause shall be deemed to include the following:

- a. Failure to pay any contribution, deposit, contribution to loss reserve, or assessment when due.
- b. Failure to comply with the Bylaws or with the policies and procedures established by the Authority.
- c. Based on a Member's loss experience, the Board of Directors has determined it to be detrimental to the stability of the pool.
- d. Dissolution of a Member.
- e. Failure to maintain membership in CSDA.
- f. Failure to undertake or continue risk management or loss control measures recommended by SDRMA or the Board of Directors.
- g. Failure to allow SDRMA or its agents reasonable access to all facilities and records of the Member which are necessary for the proper administration of a Program.
- h. Failure to cooperate fully with SDRMA officers, employees, attorneys, claims adjusters or other agents.
- i. Failure of a Member, the elected governing body of a Member, or of other personnel of the Member to exercise the Member's powers or fulfill the Member's duties in accordance with the Constitution or laws of the State of California.
- j. Any other act, omission or event, whether or not the fault of the Member, which causes the Member's continued membership in SDRMA to be inconsistent with the best interests of SDRMA or any of its programs.

3. Notification; Hearing, Obligations Upon Involuntary Termination

A Member which is automatically terminated on account of its failure to maintain membership in at least one of the Authority's Programs shall be given notice of such termination within thirty (30) days after such automatic termination. However, the failure to give such notice shall not operate to reinstate such Member.

If the Chief Executive Officer determines that cause exists for termination of a Member's membership and that the Member's membership should, in the best interest of the Authority, be terminated, the Chief Executive Officer shall

issue a written notice to the Member, sent by certified or first class mail, stating the reason or reasons for the proposed termination of membership. In addition, the notice shall state that the Board of Directors, at the next regularly scheduled meeting or at a special meeting, on a date specified in the notice at least thirty (30) days following the date of the notice, will consider the Member's termination of membership at the recommendation of the Chief Executive Officer, and invite the Member to request a hearing on the proposed termination of membership at the board meeting. Any request for a hearing must be made within ten (10) days of the date of the notice. If a hearing is timely requested by the Member at the meeting specified in the notice, the Chief Executive Officer shall present the case for termination of membership for cause to the Board of Directors. The Member shall have a reasonable opportunity to present its case to the Board of Directors and may attempt to show that since the date of the notice, it has undertaken steps to cure any curable grounds for termination of membership.

The decision by a majority of the Board of Directors to terminate a Member's membership shall be final and shall not be subject to appeal in any forum. Notice of the Board's decision shall be given to the Member by certified or first class mail within five (5) days following the decision of the Board of Directors and shall state the effective date of the termination of the Member's membership.

Any terminated Member shall continue to be bound to those same continuing obligations to which a withdrawing Member is obligated in accordance with Article VII, Section 6 of these Bylaws.

4. Voluntary Withdrawal from Agreement

A Member may withdraw voluntarily only as provided in the Agreement. Notice of intention to withdraw from the Agreement must be given to the Authority at least 90 days prior to the end of the Program Year of any Program in which the Member participates at the time of the notice.

5. Payment Upon Termination of Membership

In the event of a termination of the membership of any Member by involuntary or voluntary termination, said Member shall thereafter be entitled to receive its pro rata share of any distribution of Net Position declared by the Board of Directors that pertains to a coverage year during which the terminated Member participated in any particular Program for which such distribution is made. Such payment shall be in full settlement and satisfaction of any and all claims that said terminated Member may have against the Authority.

6. Continued Liability

Upon withdrawal or involuntary termination of a Member, the Agreement shall not terminate and that Member shall continue to be responsible for any unpaid Contributions and for any Assessment(s) levied in accordance with the provisions of the Agreement or Bylaws. Such Member, by withdrawing or being involuntarily terminated, shall not be entitled to payment, return or refund of any Contribution, Assessment, consideration, or other property paid or donated by the Member to the Authority, or to return of any loss reserve contribution, or to any distribution of assets (except payment of any Net Position, as set forth in Article VII, section 5 above).

ARTICLE VIII

TERMINATION OF THE AUTHORITY; TERMINATION OF PROGRAMS

1. After having made proper provision for the winding up of the affairs of the Authority and each of the Programs operated by the Authority, the Authority shall distribute the net assets of the Authority as follows:
 - a. The net remaining assets of the Property/Liability Joint Protection Program shall be paid on a pro rata share basis to each Member who is a member of said Joint Protection Program at the time of termination of the Authority. A Member's pro rata share shall be in the same proportion as the total Contributions and Assessments paid by that Member to said Joint Protection Program or its predecessor in interest from its inception in 1986 and continuing throughout said Member's period of participation bears to the total Contributions and Assessments paid to said Joint Protection Program and its predecessors in interest during its period of operation by all members of said Joint Protection Program at the time of termination.
 - b. The Authority shall pay to each Member who is a member of the Workers' Compensation Coverage Joint Protection Program at the time of termination its pro rata share of the net remaining assets of said Joint Protection Program. A member's pro rata share shall be in the same proportion as the total Contributions and

Assessments paid by that Member to said Joint Protection Program and its predecessor in interest offered by SDWCA, from its inception in 1982 and continuing throughout that Member's participation, bears to the total Contributions and Assessments paid to said Joint Protection Program and its predecessors in interest offered by SDWCA, during its period of operation by all members of said Joint Protection Program at the time of termination.

- c. The Authority shall pay to each Member who is a member of any additional Program, excluding the Health Benefits Program operated by the Authority at the time of termination its pro rata share of the net remaining assets of said Program. A Member's pro rata share shall be in the same proportion as the total Contributions and Assessments paid by that Member to such Program during its period of participation bears to the total Contributions and Assessments paid to that Program during its entire period of operation by all Members of that Program at the time of termination.
2. The Board of Directors is also vested with the power to terminate individual Programs operated by the Authority without terminating the Agreement or terminating the Authority. In the event of termination of a Program operated by the Authority, said Program shall continue to exist for the purpose of paying or making provision for the payment of all known claims arising within said Program; for insuring, reinsuring or making other provision for the payment of any and all unknown claims covered by such Program; for the payment of all debts, liabilities, administrative expenses, and obligations of that Program out of the assets of that Program; and to perform all other functions necessary to wind up the business affairs of that Program. After having made proper provisions for the winding up the business affairs of a terminated Program, the Authority shall pay to each Member who is a member of that Program at the time of termination its pro rata share of net remaining assets of that Program. A Member's pro rata share of the net remaining assets of each such terminated Program shall be computed as set forth in paragraph (1) above.
3. In lieu of terminating this Agreement, the Board, with the written consent of two-thirds of the existing Members, may elect to assign and transfer all of the Authority's rights, assets, claims, liabilities and obligations to a successor joint powers authority created under the Act.

ARTICLE IX PROVISIONS RELATING TO CSDA

1. Board of Directors; Alliance Executive Council

In the event the Alliance Executive Council MOU has been terminated or the Authority has withdrawn from the MOU, two (2) additional directors to be appointed by CSDA shall increase the composition of the Board of Directors. So long as the Authority is a participant in the MOU, the Board shall appoint three (3) members of the Board to serve as members of the Alliance Executive Council.

CSDA is authorized to appoint two (2) directors as provided in the Agreement, the terms of such appointed directors will end on December 31 of the alternate odd-numbered year to coincide with SDRMA's election of the minority number of directors.

Upon the death or resignation of a member of the Board of Directors appointed by CSDA, the vacancy shall be filled for the balance of the unexpired term by appointment by CSDA.

ARTICLE X
AMENDMENTS; EFFECTIVE DATE

These Bylaws may be amended at any time by majority vote of the Board of Directors following a 30-day written notice to all Members as to the amendment(s) proposed to be adopted, except that these Bylaws cannot be amended in any way that would conflict with the terms and provisions of the Agreement or successor document and any amendment thereof. Said written notice provided to members shall include notification of the Board meeting date, time and location that action will be taken by the Board on the proposed amendments.

ARTICLE XI
PRIOR BYLAWS REVOKED

When approved by the Board of Directors these Bylaws, upon coming effective pursuant to Article X will supersede and replace all prior bylaws.

* * * * *

AYES:

NOES:

ABSTAINED:

ABSENT:

Approved:



Ed Gray, Vice-President - Board of Directors
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

January 4, 2018
Date

Attested:



Gregory S. Hall, ARM, Chief Executive Officer
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

BOARD AGENDA REPORT

Date: 10/19/2023
Staff: Summer Nicotero

SUBJECT: Liebert Cassidy Whitmore Negotiations Support

RECOMMENDED ACTION: Approve the PSA with Liebert Cassidy Whitmore, Attorneys at Law, for IBEW Contract Negotiations Support

BACKGROUND AND/OR HISTORY:

The IBEW 1245 Memorandum of Understanding (MOU) will expire on May 31, 2023. In anticipation of the negotiation process, staff reached out to Liebert Cassidy Whitmore, Attorneys at Law to support management in the process of negotiating a new MOU.

Tri Dam has utilized the services of Liebert Cassidy Whitmore (LCW) for personnel matters in the past. Their staff are familiar with prior Project negotiations as well as our handbook and various personnel policies. Staff recommends the board authorize the General Manager to execute the attached professional services agreement at the rates included therein.

Fiscal Impact: 1-7-04-93-59373 (budgeted) \$35,000 in 2023

ATTACHMENTS: LCW Professional Services Agreement
LCW Biographies

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the TRI DAM PROJECT, A Municipal Corporation (“Agency”).

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until Agency returns a properly signed and executed copy of this Agreement.

2. Attorney’s Services

Attorney agrees to provide Agency with consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and court proceedings, as requested by Agency or otherwise required by law.

3. Fees, Costs, Expenses

Agency agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The current range of hourly rates for Attorney time is from Two Hundred Sixty to Four Hundred Thirty-Five Dollars (\$260.00 - \$435.00), Two Hundred Eighty Dollars (\$280.00) for time of Labor Relations/HR Consultant and from One Hundred Forty-Five to One Hundred Eighty-Five Dollars (\$145.00 - \$185.00) for time of paraprofessional and litigation support staff. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorney will provide the Agency with written

notification of any adjustment in the range of rates. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour.

Agency agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of Agency. Attorney bills photocopying charges at Fifteen Cents (\$0.15) per page and facsimile charges at Fifty Cents (\$0.50) per page.

Payment by Agency against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

For Litigation Matters

See Schedule II attached for a description of Attorney's Litigation and E-Discovery Management.

Other Expenses

Agency agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of Agency. Attorney bills photocopying charges at Fifteen Cents (\$0.15) per page. See Schedule I attached.

Payment by Agency against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

4. Professional Liability Insurance

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

5. Arbitration of Professional Liability or Other Claims

Disputes. If a dispute between Agency and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between Agency and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law**

before a jury, and instead are accepting the use of arbitration. Each party is to bear its own attorney's fees and costs.

6. File Retention

After our services conclude, Attorney will, upon Agency's request, deliver the file for the matter to Agency, along with any funds or property of Agency's in our possession. If Agency requests the file for the matter, Attorney will retain a copy of the file at the Agency's expense. If Agency does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If Agency does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to Agency. At any point during the seven (7) year period, Agency may request delivery of the file.

7. Assignment

This Agreement is not assignable without the written consent of Agency.

8. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of Agency.

9. Authority

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

10. Integration: Amendment

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. The terms and conditions of this Agreement shall not be altered in any way except by written amendment signed by the parties.

11. Term

This Agreement is effective October 5, 2023, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

TRI DAM PROJECT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE I – FEES & COSTS

1. Blended Hourly Rates (As of Agreement Effective Date)

| | |
|-------------------------------|---------------------|
| Partners | \$435.00 |
| Senior Counsel | \$365.00 |
| Associates | \$260.00 - \$345.00 |
| Labor Relations/HR Consultant | \$280.00 |
| Paralegals | \$145.00 |
| E- Discovery Specialists | \$145.00 |
| Law Clerks | \$145.00 - \$185.00 |

2. COSTS

| | |
|----------------|-----------------|
| 1. Photocopies | \$0.15 per copy |
|----------------|-----------------|

SCHEDULE II

LCW LITIGATION and E-DISCOVERY MANAGEMENT

LCW is committed to using state-of-the-art technology to efficiently manage and harness electronically-stored information (“ESI”) in compliance with Federal and State law requirements. LCW partners with an outside managed services provider to provide Relativity, the industry leading e-discovery software, for this purpose. The cost for each matter will depend on the volume and format of the data. For non-complex data up to 50 gigabytes, LCW charges a monthly fee of \$450 on all active litigation matters for data management, including data validation and security, ingestion, de-duplication, culling and streamlining, and creation of Relativity fields for expedited review. For data of 50 gigabytes and over and for complex data requiring specialized services (e.g., payroll data, spreadsheets with underlying formulas, video, advanced searches, etc.), additional charges are incurred and are passed through to the client. For such charges, we will provide an itemized bill from our managed services provider and obtain client approval prior to incurring the charges.

Litigation Case Staffing

LCW has organized its litigation practice to meet the challenges of today’s complex litigation cases. We employ a dedicated Litigation Manager – a non-billing attorney litigator – whose responsibility is to monitor all litigation cases to ensure quality, efficiency, and adherence to client and firm litigation guidelines. Each litigation case is staffed with a Partner, an Associate (or Associates, as required and as approved by the Client), a Paralegal and an E-Discovery Specialist. Our E-Discovery Specialists have extensive experience in the efficient management of electronic data through every stage of the e-discovery life cycle, and they strategize with attorneys and clients on effective ESI protocols. This makes the document review process more efficient and enables our attorneys to target the most relevant data to meet litigation objectives. Working with our e-discovery managed services provider, we are able to provide state-of-the-art data processing and hosting services at below-market rates.

LCW

Michael W. Jarvis

Labor Relations Consultant

916.747.6219

mjarvis@lcwlegal.com



Michael W. Jarvis is a Labor Relations Consultant in the Sacramento office of Liebert Cassidy Whitmore (LCW). Michael's background includes working in management roles, and he has more than a decade of labor negotiation experience working with clients on mutually beneficial outcomes while building positive and productive relationships.

As an experienced negotiator, Michael has developed labor proposals on a wide variety of issues, evaluated classification and compensation data, prepared labor costing models, engaged in collaborative meet and confer sessions on discrete issues, and reached agreement on side letters and Memoranda of Understanding (MOU's). Michael works with both parties to reach agreement during negotiations and when needed, has participated in dispute resolution processes including mediation, fact-finding, and interest arbitration. Michael's breadth of knowledge of compensation practices, the FLSA, retirement and benefit programs, leaves of absence, and labor relations contract provisions serves to support engaged discussion and resolution to these key subjects in negotiations.

Before joining LCW, Michael represented general employee and safety employee labor associations across California and managed the Labor Relations department of his previous employer. He has negotiated labor agreements in cities, counties, special districts, state agencies, courts, community college districts, school districts, university systems, private colleges, and private employers under multiple state and national bargaining laws including the Meyers-Milias-Brown Act (MMBA), Higher Education Employer-Employee Relations Act (HEERA), the Educational Employment Relations Act (EERA), the Dills Act (State Employer-Employee Relations Act), the Bay Area Rapid Transit (BART) Act, and the National Labor Relations Act (NLRA).

Michael brings his expansive experience and unique perspective to represent employers engaged in labor relations with their employee organizations. Michael understands labor's mindset and can assist with communicating these unique challenges in a manner the employee organizations will understand. Additionally,

Michael can aid employers by demystifying some of the union's mindsets and positions.

As a complement to his labor relations experience, Michael has provided training in over 100 classes nationwide. He is a California Peace Officer Standards of Training (POST) certified instructor and shares his knowledge on labor relations matters including the collective bargaining process, contract costing, pension reform issues, and a variety of other topics tailored to develop labor relations knowledge and skills. Michael's positive approach, relatable manner, and vast experience make him well suited to engage and resolve labor relations issues on behalf of employers.

Expertise

- Labor Relations

Education

BA, University of California, Davis

Representative Matters

Negotiations

- ***Calaveras County Water District*** – Two bargaining units.
- ***Yuba City*** – Seven bargaining units.
- ***City of Sacramento*** – Four bargaining units.
- ***Contra Costa Mosquito Vector Control District*** – One bargaining unit.
- ***Delta Diablo Sanitation District*** – Three bargaining units.
- ***Siskiyou County*** – Nine bargaining units, plus an unrepresented unit.
- ***Yuba County*** – Fact-finding.

LCW

Shelline Bennett

Fresno and Sacramento Office Managing Partner

559.256.7800

sbennett@lcwlegal.com



Shelline Bennett has represented management in labor and employment-law matters for over 25 years. She has worked with both private and public employers, including cities, counties, special districts, housing authorities, and community colleges, as well as nonprofit organizations. She has an extensive litigation background in both federal and state courts. Shelline's practice also includes representation in disciplinary appeals, administrative hearings, arbitrations, mediations, and labor relations and negotiations, including serving as lead negotiator at bargaining tables. Shelline has served as a factfinding panel member in a number of factfindings under both the MMBA and EERA. She advises and counsels in all labor and employment-law matters, including the meet and confer process, wage and hour issues, disability and leave issues, and due process and disciplinary matters. Shelline represents employers not only in court but before the Department of Fair Employment and Housing, the Equal Employment Opportunity Commission, the Labor Commissioner, the Workers' Compensation Appeals Board, the California Unemployment Insurance Appeals Board, arbitrators, and Personnel and Civil Service Commissions.

Shelline serves on the Executive Committee of the firm's Investigation Practice Group and holds a certificate from the Association of Workplace Investigators. An experienced investigator, Shelline provides guidance to LCW investigators, establishes firmwide best practices in the area and conducts harassment, discrimination, retaliation, and disciplinary-related investigations, including those of a sensitive nature and concerning high profile individuals. Shelline has extensive experience overseeing the entire investigation process, including retaining outside investigators, preparing and analyzing investigation findings of fact, working with agencies in open and closed sessions, and providing legal conclusions and recommendations not only related to employees but elected individuals. Shelline also regularly conducts full-day train the investigator trainings in compliance with Department of Fair Employment and Housing guidelines.

As Managing Partner of the Fresno and Sacramento offices, Shelline brings her extensive legal and management expertise to the numerous trainings and workshops

she presents on topics including discrimination, harassment, retaliation, wage and hour, managing performance through evaluations, medical leave, discipline, hiring, firing, legal updates, Brown Act, ethics, and prevention of litigation.

Prior to joining Liebert Cassidy Whitmore, Shelline was a Managing Shareholder for a large national labor and employment law firm and managed their Central Valley office.

Professional and Community Involvement

Shelline has served as the Chair, Vice Chair, and Secretary/Treasurer for the Litigation Section of the Federal Bar Association.

Recognitions

Shelline has continued to be recognized throughout her career, including the following:

- Northern California Super Lawyers, (2004, 2006, 2008-2022)
- “Top Women Attorneys in Northern California,” San Francisco Magazine, (2013)
- Fresno Magazine’s Employment and Labor Super Lawyer, (2009)

Expertise

- Employment Law
- Labor Relations
- Litigation
- Retirement, Benefits, and Disability
- Workplace Investigations

Education

JD, UC College of the Law, San Francisco (formerly UC Hastings)

BA, California State University, Fresno

Representative Matters

Negotiations

Stanislaus County Regional Housing Authority – Lead negotiator.

Tuolumne County – Lead negotiator.

City of Merced – Lead negotiator.

Cambria Community Service District – Lead negotiator.

City of Selma – Lead negotiator.

Tulare County – Lead negotiator and factfinding panel member.

Tulare County Public Authority/IHSS – Lead negotiator.

City of Kingsburg – Lead negotiator.

Merced County – Lead negotiator and factfinding panel member.

Merced County Public Authority/IHSS – Lead negotiator.

City of Dos Palos – Lead negotiator.

City of Porterville – Lead negotiator and factfinding panel member.

City of Arroyo Grande – Lead negotiator.

City of Sanger – Lead negotiator and factfinding panel member.

City of Visalia – Lead negotiator.

Monterey County – Lead negotiator.

City of Orange Cove – Lead negotiator.

City of Reedley – Lead negotiator.

State Center Community College District – Lead negotiator and factfinding panel member.

North Kern Water District – Lead negotiator.

San Joaquin Valley Air Pollution Control District – Lead negotiator.

South San Joaquin County Irrigation District – Lead negotiator.

Selma Kingsburg Fowler Sanitation District – Lead negotiator.

Merced County Housing Authority – Lead negotiator.

San Joaquin County – Lead negotiator.

Fresno County – Factfinding panel member.

Fresno County Public Authority/IHSS – Lead negotiator.

Five Cities Fire Authority – Lead negotiator.

Mariposa County Public Authority/IHSS – Lead negotiator.

Publications

05/26/2023 **KNX News Segment – TikTok** *KNX News Radio*

06/07/2023 **Rule Shift Could Delay Elections To Decertify Starbucks Union**
Law360

04/07/2023 **Assembly Bill 2188** *The Business Journal and The Orange County Register*

03/24/2023 **KNX News Segment – AB 2188** *KNX News Radio*

01/26/2023 **Amazon Workers Like ALU’s ‘Hands-Off’ Model Despite Risks**
Law360

12/02/2022 **New Law Brings Calif. Public Sector ULPs Closer To Litigation**
Law360

10/12/2022 **Quiet Quitting** *FOX26*

05/04/2022 **Leadership That Bolsters Employee Retention Requires Promptly Investigation Reports of Incivility** *HR News*

08/31/2021 **Codes of Conduct and Ethics in the Public Sector** *American City & County*

07/28/2021 **Decorum and Civility in the Public Sector** *American City & County*

06/10/2021 **Bringing Back Decorum and Civility in the Public Sector** *Western City Magazine*

05/18/2021 **FOX26 (Fresno) Eye on Employment Segment** *Fox 26 (Fresno)*

12/01/2020 **Best Practices for Accommodating Nonconforming Gender Identities in the Workplace** *HR News*

04/22/2020 **Employer Tips for Accommodating Non-Binary Workers** *Bloomberg Law*

Presentations

08/08/2023 **Collective Bargaining Workshop** Sacramento | California Association of Public Authorities for IHSS (CAPA)

09/26/2023 **Report Writing** Webinar | Association of Workplace Investigators (AWI)

11/15/2023 **Navigating Whistleblower Complaint** Monterey | California Public Employers Labor Relations Association (CALPELRA) 2023 Annual Training Conference

12/13/2023 **When Decorum and Civility Do Not Work, Then What?** San Diego | Cal Cities New Laws and Elections Seminar 2023

BOARD AGENDA REPORT

Date: October 19, 2023

Staff: Summer Nicotero

SUBJECT: Sale of Surplus Property

RECOMMENDED ACTION: Approval for sale at auction of surplus property.

BACKGROUND AND/OR HISTORY:

All Tri-Dam equipment is evaluated on an annual basis to determine its usefulness and whether it meets current needs. The list below is unused equipment staff is requesting to remove from service.

All items will be sold at public auction to ensure the maximum value is received.

- #1 2011 Chevy 3500 4x4 dually (License 1357286) – 179,795 miles
- #2 2011 Ford F150 4x4 (License 1375283) - 195,000 miles
- #3 2012 Ford F350 4x4 dually (License 1400996) - 156,138 miles
- #4 2013 Ford F150 4x4 (License 1397070) – 169,293 miles
- #5 2013 Chevy 3500 4x4 dually (License 1418358) – 179,700 miles

FISCAL IMPACT: unable to determine (revenue)

ATTACHMENTS:

- Resolution TDP 2023-10

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

**TRI-DAM PROJECT RESOLUTION NO. TDP 2023-11
OAKDALE IRRIGATION DISTRICT
SOUTH SAN JOAQUIN IRRIGATION DISTRICT**

**RESOLUTION AUTHORIZING
SALE OF SURPLUS PROPERTY**

BE IT RESOLVED, that the Board of Directors of the Oakdale Irrigation District and the South San Joaquin Irrigation District meeting as the Joint Board of Directors of the Tri-Dam Project adopt this Resolution.

WHEREAS, the Tri-Dam Project, hereinafter referred to as the "Project" may, under the provisions of Section 22500 of the Water Code, dispose of property of the PROJECT which it finds no longer necessary for PROJECT purposes; and

WHEREAS, the Joint Board of Directors find that the property listed below is no longer necessary for PROJECT purposes, is not California Air Resource Board compliant, and that it is in the best interest of the PROJECT to dispose of the surplus property listed:

- #1 (11-1) 2011 Chevy 3500 4x4 dually (License 1357286) – 179,795 miles
- #2 (11-2) 2011 Ford F150 4x4 (License 1375283) 195,000 miles
- #3 (12-2) 2012 Ford F350 4x4 dually (License 1400996) 156,138 miles
- #4 (13-3) 2013 Ford F150 4x4 (License 1397070) 169,293 miles
- #5 (13-4) 2013 Chevy 3500 4x4 dually (License 1418358) 179,700 miles and,

WHEREAS, the Tri-Dam staff has previously successfully disposed of vehicles through online auction.

NOW THEREFORE BE IT RESOLVED that the Joint Board of Directors

1. Authorizes Tri-Dam Project staff to dispose of said surplus and salvage property by online auction to the highest qualifying bidder;
2. Authorizes Tri-Dam Project staff to dispose of, by any reasonable and appropriate means, any said property not sold at auction.

PASSED AND ADOPTED by the Joint Board of Directors of the OAKDALE IRRIGATION DISTRICT and of the SOUTH SAN JOAQUIN IRRIGATION DISTRICT for the TRI-DAM PROJECT this 19th day of October 2023 by the following vote:

OAKDALE IRRIGATION DISTRICT

**AYES:
NOES:
ABSENT:**

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

**AYES:
NOES:
ABSENT:**

OAKDALE IRRIGATION DISTRICT

SO. SAN JOAQUIN IRRIGATION DISTRICT

Tom D. Orvis, President

Mike Weststeyn, President

Scot Moody, Secretary

Peter M. Rietkerk, Secretary

BOARD AGENDA REPORT

Date: 10/19/2023
Staff: Summer Nicotero

SUBJECT: HDR Analysis of Tulloch Dam Non-Overflow Stability

RECOMMENDED ACTION: Approve the PSA with HDR to Respond to FERC's Response to our Initial Submission of the HDR Stability Analysis at Tulloch

BACKGROUND AND/OR HISTORY:

In 2021 the Project contracted with HDR to perform an update stability analysis for the non-overflow section at the Tulloch Dam which was submitted to FERC. In August of 2023 we received a response from FERC requiring further sensitivity and pseudo-dynamic analysis of the non-overflow section of the Tulloch Dam as well as an update to our Dam Site Surveillance Monitoring Plan. HDR has agreed to expand their previous analysis to include these requirements with an anticipated completion date no later than March 31, 2024.

Staff recommends the board authorize the General Manager to execute the attached PSA for a not-to-exceed amount of \$19,500.

Fiscal Impact: 1-7-04-92-59200 (budgeted) \$19,500 (to be rolled into 2024)

ATTACHMENTS: HDR Professional Services Agreement

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is effective as of _____, (the “Effective Date”) by and between the **Tri-Dam Project**, a joint venture of the **Oakdale and South San Joaquin Irrigation Districts**, irrigation districts governed by the provisions of Division 11 of the California Water Code (collectively, “Client”); and HDR Engineering, Inc., a Nebraska Corporation (“Consultant”).

In consideration of the promises herein and for other good and valuable consideration, the parties hereto agree as follows:

1. Services: Client and Consultant agree Consultant will perform the following general services:

Services to be provided by Consultant and other work to be performed by Consultant (“Work”) are specifically described in the Scope of Work attached hereto as **Exhibit A**, which is incorporated herein by this reference. The standard of care for all professional engineering, consulting and related services performed or furnished by Consultant and its employees under this Agreement will be the care and skill ordinarily used by members of Consultant’s profession practicing under same or similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant’s services.

Consultant’s key personnel assigned to, and who shall be primarily responsible for carrying out the Work, are as follows:

| Name | Classification/Position | Project Role |
|------------------|----------------------------|----------------------------|
| Keith Moen | Project Engineer | Project Engineer |
| Nicholas Dempsey | Project Manager | Project Manager |
| Petros Giannaros | Senior Structural Engineer | Senior Structural Engineer |

Consultant may replace, substitute, reassign, or remove key personnel from the Work by written approval of Client. However, where key personnel are unable to perform the Work due to absence, leave, or termination of employment, Client approval shall not be required but Consultant shall notify Client of the change.

2. Term of Agreement. This Agreement shall be effective immediately and shall remain in effect unless amended pursuant to Section 18 or terminated pursuant to Section 19 herein.

3. Schedule for Performance. Consultant shall perform the Work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

4. Compensation and Price Ceiling. The compensation to be paid by Client to Consultant for the Work shall be on a time and materials basis in accordance with the Rate and Fee Schedule attached hereto as **Exhibit B**. The Rate and Fee Schedule shall be effective for the duration of performance of the Work, unless otherwise negotiated by the parties, approved by Client’s Board of Directors, and consented to in writing by Client as an amendment to this Agreement.

Total compensation to Consultant for Work performed under this Agreement, including fees and expenses, shall not exceed the total price ceiling of: **\$19,500 (nineteen thousand five hundred dollars and 00/100)**.

5. **Invoicing and Payment.** Consultant shall submit periodic invoices, not more frequently than monthly, for the services rendered during the preceding period. All invoices are to be sent to the Client's Accounts Payable department with the project name listed on the invoice, and must indicate the hours actually worked by each classification as well as all other directly-related costs. Client shall approve or disapprove said invoice within ten (10) days following receipt thereof, and shall pay, within thirty (30) days' approval, all approved invoices. Client reserves the right to withhold payment of disputed specific items and shall give notice to the Consultant, pursuant to Section 6 herein, of all such disputed specific items within ten (10) days following receipt of billing or invoices. The parties shall exercise good faith and diligence in the resolution of any disputed invoiced amounts.
6. **Notices.** Any notices or other communications to be given to any party pursuant to this Agreement shall be given by delivering same in writing to the parties at the addresses set forth below:

"CLIENT"

Tri-Dam Project

P.O. Box 1158
Pinecrest, California 95364-0158
Attn: Summer Nicotero, General Manager
Telephone: (209) 965-3996 Ext. 120
Facsimile: (209) 965-44235

"CONSULTANT"

HDR Engineering, Inc.
2379 Gateway Oaks Drive, Suite 200
Sacramento, California 95833
Attn: Holly Kennedy Senior Vice President
Telephone: (916) 679-8875
Mobile: (360) 318-3374

With courtesy copies to:

Oakdale Irrigation District

1205 E. F Street
Oakdale, California 95361
Attn: Steve Knell, General Manager
Telephone: (209)847-0341
Facsimile: (209)847-3468

South San Joaquin Irrigation District

P.O. Box 747
Ripon, California 95366-0747
Attn: Peter M. Rietkerk, General Manager
Telephone: (209) 249-4600
Facsimile: (209) 249-4688

Notice shall be deemed given when deposited into the United States mail, postage prepaid, addressed to the parties at the addresses above. Nothing shall preclude the giving of personal notice or notice by e-mail or facsimile machine provided, however, that notice by e-mail or facsimile machine shall be followed by notice deposited into the United States mail as set forth above.

7. **Independent Contractor:** It is understood and agreed that Consultant is an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship:
- a. Consultant, in the performance of its obligations under this Agreement, is subject to the control or direction of Client as to the designation of tasks to be performed, and the work to be accomplished but not the means, methods or sequence used by Consultant

for accomplishing the work. Client shall have the right to guide the Consultant's work efforts, but not direct the results nor the manner or the means by which the work is performed.

- b. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant.
- c. Consultant and Consultant's employees are not authorized to act as agent for, or make any representation, contract, or commitment on behalf of Client.
- d. Consultant shall not be entitled to any benefits payable to employees of Client.
- e. Client will not make any deductions or withholdings from the compensation payable to Consultant under this Agreement, and will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Consultant's behalf.
- f. Consultant will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Consultant's performance of services and receipt of fees under this Agreement. Consultant agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Consultant, its agents or employees under this Agreement. Consultant hereby agrees to indemnify and defend Client against any and all such taxes or contributions, including penalties and interest.
- g. Consultant hereby indemnifies and holds Client harmless from any and all claims that may be made against Client based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

8. Authority of Consultant. It is understood that Consultant is to provide information, research, advice, recommendations and consulting services to Client. Consultant shall not possess any authority with respect to any decision of Client. Client is responsible for, and shall make all policy decisions related to, the Work performed by Consultant.

9. Potential Conflicts of Interest.

- a. Consultant shall disclose its involvement in any projects which may be directly affected by actions taken by Client based on the services provided hereunder. Consultant shall not write a proprietary specification for material, equipment, or service from companies in which it holds a beneficial interest.
- b. Consultant certifies that it has disclosed to Client any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant hereby agrees to advise Client in writing of any actual, apparent, or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement and shall give such notice pursuant to Section 6 herein, within ten (10) days of Consultant's knowledge of such conflict. District reserves the right to require Consultant to submit a financial disclosure statement.
- c. Consultant agrees to refrain from other engagements that may present an actual, apparent or potential conflict of interest with respect to the work covered by this Agreement. Consultant may request a waiver of these requirements from District. The request for a waiver must be in writing and shall contain a disclosure and description of the actual, apparent or potential conflict of interest and Consultant's reasons and justification for requesting such a waiver. The request shall be submitted to District pursuant to Section 6 of this Agreement.

- 10. Ownership of Work Product.** All technical data, evaluations, plans, specifications, maps, drawings, images, reports or other work product of Consultant prepared pursuant to this Agreement constitute work made for hire ("Work Product").
- a. All Work Product shall be delivered to Client upon completion of the services authorized hereunder, and shall become, the property of Client, and Client shall be the copyright holder thereof. Client shall have the right to make and retain copies and use all Work Product; provided, however, the use shall be limited to the intended use for which the services and Work Products are provided under this Agreement. Client agrees to indemnify and hold Consultant harmless if Work Product is used for other than its original intended purpose.
 - b. Consultant retains no rights to use the Work Product and agrees not to challenge the validity of Client's rights or ownership in the Work Product. Consultant may retain copies of the Work Product for its files and internal use. Consultant's publication or release of any or all of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by Client.
 - c. If Consultant has any rights to the Client Work Product that cannot be assigned to Client, (a) Consultant unconditionally and irrevocably waives the enforcement of such rights, including all claims and causes of action of any kind against Client with respect to such rights, and agrees, at Client's request and expense, to consent to and join in any action to enforce such rights, and (b) Consultant unconditionally and irrevocably grants to Client during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, create derivative works of, distribute, publicly perform, and publicly display by all means now known or later developed, such rights. Client acknowledges and agrees that in the performance of the services, Consultant will (a) utilize its proprietary data, concepts, methods, techniques, processes, protocols, ideas, inventions, know-how, trade secrets, algorithm, software, works of authorship, software and hardware architecture, databases, tools, other background technologies and standards of judgment that Consultant developed or licensed from third parties prior to the Effective Date (the "Pre-Existing Technology") and that Consultant shall retain all right, title and interest, including intellectual property rights in Pre-existing Technology.
- 11. Indemnification.** Consultant, by execution of this Agreement, specifically agrees to hold harmless, defend and indemnify Tri-Dam Project, Oakdale Irrigation District South San Joaquin Irrigation District, and their respective officers, agents, and employees from and against any and all actions, claims, loss, liability, damage and expense arising out of, pertaining to, or relating to the negligent, reckless, or willful misconduct of Consultant, Consultant's employees or subconsultants engaged by Consultant in connection with the work of Consultant pursuant to the terms of this Agreement, excepting only such injury and harm to the extent caused by Client's sole negligence, willful misconduct or active negligence. In no event shall the cost to defend charged to Consultant exceed Consultant's professional's proportionate percentage of fault. Such indemnity shall extend to claims, demands, or liabilities, of every kind or nature whatsoever including, but not limited to, personal injury, wrongful death, and property damage occurring during and/or after completion of the Work. Notwithstanding the foregoing provisions of this paragraph, if Consultant is a design professional, as defined by Section 2782.8(b)(2) of The Civil Code of the State of California, or its successor, then such design professional shall, to the fullest extent permitted by law, indemnify, and hold Client harmless from and against any and all liabilities, losses or damages, arising out of or encountered in connection with this Agreement or the prosecution of work under it to the extent such, liabilities, losses or damages, are actually caused by the negligence of such design professional or its agents, employees, or subcontractors, or their agents or employees. Consultant's obligation to indemnify shall not be restricted to insurance

proceeds, if any, received by Client, its directors, officers, employees, or authorized volunteers.

12. Insurance. During the performance of the Services under this Agreement, Consultant and each subconsultant retained by Consultant shall maintain at their own expense the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Workers' Compensation Insurance in accordance with Section 3700 of the California Labor Code and Employers' Liability Insurance Act, with a limit of \$1,000,000 for each occurrence. Consultant shall provide a certificate of compliance in the form attached as **Exhibit C**.
- (4) Errors and Omissions or other applicable Professional Liability coverage in the minimum amount of \$1,000,000.

Said insurance will be evidenced by certification filed with the Client as otherwise specified by this Agreement. All policies shall name “**the Tri-Dam Project, Oakdale Irrigation District, the South San Joaquin Irrigation District, and each of their respective directors, officers, employees and volunteers**” as additional insureds on the General Commercial Liability and Automobile Liability policies.

a. Commercial General Liability and Automobile Liability Insurance: Consultant shall provide and maintain commercial general liability and automobile liability insurance as set forth in this Agreement.

1. **Coverage:** Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:
 - i. Insurance Services Office (“ISO”) Commercial General Liability Coverage (Occurrence Form CG 0001); and
 - ii. ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto).
2. **Limits:** Consultant shall maintain limits no less than the following limits:
 - i. General liability of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer’s equivalent endorsement provided to Client) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit; and

- ii. Automobile Liability of One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.
3. **Required Provisions:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
- i. “The Tri-Dam Project, the Oakdale Irrigation District, the South San Joaquin Irrigation District, and each of their respective directors, officers, employees, and authorized volunteers are to be given insured status (ISO endorsement CG 2010, CG 2033, or insurer’s equivalent for general liability coverage) as respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; and automobiles owned, leased, hired or borrowed by Consultant.” The coverage shall contain no special limitations on the scope of protection afforded to Client, its directors, officers, employees, or authorized volunteers;
 - ii. For any claims related to the Services, Consultant’s insurance shall be the primary insurance, and any insurance, self-insurance, or other coverage maintained by Client, shall be non-contributory.
 - iii. Any failure by Consultant to comply with reporting or other provisions of the insurance policies including but not limited to a breach of any warranties contained therein shall not affect coverage provided to Client, its directors, officers, employees, or authorized volunteers; and
 - iv. Consultant’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
4. **Subrogation:** Consultant shall waive all rights of subrogation against Client.

- b. **Workers' Compensation and Employer's Liability Insurance:** Consultant and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to Worker's Compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act." Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Consultant shall provide employer's liability insurance with limits of no less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee.

If Consultant is a Sole Proprietor, a Sole Proprietor Business Affidavit Form must be on file with the Client prior to the start of the Work or providing Services.

- c. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by Client.
 - d. **Acceptability of Insurers:** Consultant shall purchase the policies of insurance required under this Agreement from insurers having a current A.M. Best Financial Strength Rating of no less than A, and Financial Size Category of no less than VII or as otherwise approved by Client.
 - e. **Evidence of Insurance:** Evidence of the insurance coverage required to be maintained by Consultant under this Agreement, as represented by Certificates of Insurance and all required endorsements issued by the insurance carrier, must be furnished to Client prior to Consultant starting the Work. Such Certificates of Insurance/endorsement shall state that Client will be notified in writing thirty (30) days prior to cancellation of insurance. Timely renewal certificates will be provided to Client.
 - f. **Continuation of Coverage:** If any of the required coverages expire during the term of this Agreement, Consultant shall deliver all applicable renewal certificates to Client at least ten (10) days prior to the expiration date.
13. **Confidentiality.** Consultant shall not, either during or after the term of this Agreement, disclose to any third party, any confidential information relative to the work of Client without the prior written consent of Client.
14. **Non-Discrimination in Employment.** Consultant shall not discriminate against any employee, applicant for employment or volunteer because of race, color, creed, religion, national origin, sex, age, or physical, mental handicap or any other basis prohibited by applicable law.
- a. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, national origin, age, physical or mental handicap or any other basis prohibited by applicable law. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for

employment, notices that Consultant shall provide an atmosphere free of harassment as prohibited by applicable law for employees, clients, and volunteers.

- b. Consultant shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, age, physical or mental handicap or any other basis prohibited by applicable law.
15. **Financial Records.** Consultant shall retain all financial records, including, but not limited to, documents, reports, books and accounting records which pertain to any work or transaction performed pursuant to this Agreement for four (4) years after the expiration of this Agreement. Either District or any duly authorized representative of Client shall, with reasonable notice, have access to and the right to examine, audit and copy such records.
 16. **Compliance With Laws; Labor Code Provisions.** It is the responsibility of the Consultant and any subconsultant to comply with all federal, state and local laws and regulations applicable to Consultant and any subconsultant, including provisions of DIVISION 2, PART 7 of the California Labor Code, and those provisions governing the payment of prevailing wages, working hours, overtime, the employment of apprentices and record keeping requirements. Copies of the prevailing rate of per diem wages are available at District's principal office and will be made available to any interested party on request. The following sections of the California Labor Code are incorporated into and made a part of this Agreement and will be made available by District upon request: Section 1771 (prevailing wage requirement,) Section 1810 (eight hour workday,) Section 1813 (penalty for failure to pay overtime,) Section 1777.5 (apprenticeship requirements); Section 1776 (recordkeeping requirements) and Section 1771.4 (job site posting).
 17. **Assignment.** Consultant may not assign its rights or obligations hereunder without the prior written consent of Client, which may be granted or withheld in Client's sole discretion.
 18. **Amendments.** Modification or amendments to the terms of this Agreement shall be approved by Client's Board of Directors, and consented to in writing by Client as an amendment to this Agreement, and executed by all parties.
 19. **Termination.** Either party shall have the right to terminate this Agreement at any time by serving upon the other party thirty (30) days' advance written notice of termination, provided that neither party will terminate for cause without providing the other party written notice of the breach and a reasonable opportunity to cure. The notice shall be deemed served and effective for all purposes on the date it is deposited in the United States mail, postage prepaid and addressed to Consultant at the address indicated in Section 6. In the event of such notice of termination:
 - a. Consultant shall, as directed by Client or on such other mutually acceptable terms, proceed with the orderly shutdown of project activities, cease rendering further services and proceed with archiving of project materials.
 - b. Consultant shall deliver to Client copies of all writings and other Work Product prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostating, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or

symbols, or combinations thereof.

- c. Client shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
- d. Client shall pay Consultant for work performed until the effective date of termination, subject to the limitations prescribed by Sections 4 and 5 of this Agreement.

- 20. No Rule of Strict Construction.** The parties agree that this Agreement and any amendments or exhibits hereto shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction shall be applied against any party. If any provision of this Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of the Agreement will continue in effect.
- 21. Applicable Law; Venue.** This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of California. Any claims or litigation arising under this Agreement shall be brought by the parties in the Superior Court of California, County of Tuolumne.
- 22. Survival.** The ownership of work product provisions of Section 10, the indemnity provisions of Section 11, the confidentiality provisions of Section 13 and the inspection provisions of Section 15 and the limitation of liability provision in Section 24 shall survive the expiration or other termination of this Agreement.
- 23. Entire Agreement.** This Agreement, together with the exhibits hereto, is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by Client and Consultant.
- 24. Limitation of Liability.** Consultant's total liability to Client for any loss or damage arising out of or in connection with the performance of the Services under this Agreement or any other cause, including Consultant's negligent acts, errors or omissions, shall not exceed a maximum amount of \$1,000,000.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the dates indicated below; provided, however, that the Agreement shall be deemed effective as of the Effective Date identified above.

CLIENT

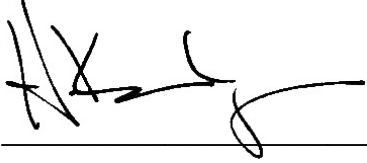
CONSULTANT

Tri-Dam Project

HDR Engineering, Inc.

Summer Nicotero
General Manager

Date



Holly Kennedy
Senior Vice President

9/14/2023

Date

EXHIBIT “A”

SCOPE OF WORK

PROJECT NAME: 2023 Tulloch Dam Non-Overflow Stability Follow-up

PROJECT DESCRIPTION

In 2021, HDR performed an updated stability analysis for the non-overflow section at Tulloch Dam which is part of the Tri-Dam Project, Federal Energy Regulatory Commission (FERC) Project No. 2067. The FERC provided comments on the updated stability analysis via letter on August 9, 2023. This scope of work includes tasks to address FERC) comments 1, 2, and 4. The comments are as follows:

1. Your analysis selected a friction angle of 49 degrees and zero cohesion for the lift joints based on the plot on Figure 12-3 of the EPRI TR-100345 (1992) report. As a result, the stability analysis along the lift joint at Elevation 410 of Location A indicated meeting FERC minimum safety factors without the need of drain efficiency. We have the following concerns with the friction angle assumption:
 - a. According to the ACI 318 standard, a 45 degrees friction angle with zero cohesion is recommended for concrete placed against hardened concrete that is clean, free of laitance, and intentionally roughened surface. We also note that Figure 12-3 of the EPRI TR-100345 (1992) report wrongly labels 48 degrees to be the lower bound plot with zero cohesion, which appears to measure near to a 45 degree slope.
 - b. Our review of the analysis indicates the dam may not meet FERC minimum safety factors for normal pool and flood load cases using zero drain efficiency and 45 degree friction angle along the lift joint at Elevation 410 of Location A.

Based on the above discussion, you should provide additional justification in support of the friction angle of 49 degrees used in the analyses, or re-evaluate the stability of the non-overflow section along the lift joints (including specifically along the lift joint at Elevation 410 of Location A) assuming a more justifiable friction angle with zero cohesion. At a minimum, please provide a sensitivity analysis (and commentary) in the report for the 45 degrees noted in the ACI.

2. If stability at the lift joints should rely on the formed drains efficiency to meet minimum safety factors, you should provide a monitoring plan for these drains in the concrete monoliths. Also, as recommended by the Eleventh Part 12D IC, the formed drains in the concrete monoliths should be routinely cleared and inspected. This cleaning and inspection should be documented in your standard operating procedure and in the DSSMP.
3. As recommended in the 11th Part 12D Report, the pseudo-dynamic analysis should be revised, as appropriate, as part of the updated stability analysis of the non- overflow section. However, no such evaluation was included in the current updated stability analysis. Please provide an evaluation of the appropriateness of the pseudo-dynamic analysis and revise the post-earthquake analysis if needed.

SCOPE OF BASIC SERVICES TO BE PERFORMED BY CONSULTANT:

As outlined in the project description, this scope encompasses work to address FERC comments 1, 2, and 4 from their August 9, 2023 letter. Outlined below is the Consultant’s Scope of Services.

- To address FERC Comment #1, HDR will perform a sensitivity analysis for the internal lift joint at Elevation 410 using a 45-degree friction angle. Additional commentary on the results of the findings will be included as part of a concise letter report.
- To address FERC Comment #2, HDR will update the Section 7 - Dam Safety Surveillance and Monitoring Plan (DSSMP) of the Supporting Technical Information Document (STID) for Tulloch Dam to include more-formalized monitoring of the formed monolith drains within the dam.
- To address FERC Comment #4, HDR will perform a pseudo-dynamic analysis for the non-overflow section at Tulloch Dam. The findings of the pseudo-dynamic analysis will be included as part of a concise letter report.

Assumptions

HDR notes the items below to confirm and clarify HDR's understanding of the SOW. HDR's estimated hours are based on the following understandings and expectations for FERC Project No. P-2005.

- Efforts to address FERC or other third-party comments on these are not included as a part of this scope.
- No field inspections or in-person meetings are required.

Project Team

HDR proposes to assign the following personnel for this work:

- Keith Moen, P.E. as Project Engineer
- Nicholas Dempsey, P.E. as Project Manager
- Petros Giannaros, Ph.D. P.E. as Senior Structural Engineer
- Tessa Carty, EIT as Junior Structural Engineer

Other HDR personnel will assist as appropriate for the tasks identified.

CLIENT'S RESPONSIBILITIES

Tri-Dam will provide review comments on the draft report in a single version of the report containing all consolidated comments.

PERIODS OF SERVICE

The Scope of Work outlined herein covers services to be provided between October 9, 2023 and March, 31, 2023. The proposed deliverables and the proposed dates of major milestones are summarized below in Table 1.

HDR proposes to complete the tasks with deliverables outlined in this proposal based on the following schedule. The schedule may be adjusted as needed with Tri-Dam Project after Notice To Proceed. The schedule below gives ample time for review and coordination but can be accelerated at Tri-Dam Project's request.

Table 1. Activities and Milestones

| Task Milestone or Deliverable | Expected Date |
|---|---|
| Notice to Proceed (NTP) | October 9, 2023 |
| Stability Analyses to Address Comments 1 and 4 | |
| Perform Analyses | October - January 2024 |
| Draft Report | January 26, 2024 |
| Final Report | 4 weeks after final review comments received from Tri-Dam |
| Update DSSMP to Address Comment 2 | |
| Draft update of DSSMP | February 2024 |
| Final update of DSSMP | 4 weeks after final review comments received from Tri-Dam |

PAYMENTS TO CONSULTANT:

HDR proposes that a budget of **\$19,500** be established for this project. This estimate assumes payment will be “not to exceed” for the completion of the services defined in this proposal. As noted above, this price assumes no interaction with FERC or other third parties as part of the final report review process.

Consultant will submit a monthly invoice for service rendered and Consultant will make prompt payment in response to HDR’s invoice. The payment is due 30 days after the invoice date.

Remit payment and copy of invoice to:

HDR Engineering, Inc.
US Engineering Accounts Receivable
PO Box 74008202
Chicago, IL 60674-8202

Cost Control

For the project to be considered a success, the project team will work efficiently and effectively to fulfill the project tasks and schedule within the approved budget. The project team have worked closely together on a number of projects and understand the processes required to verify the project is completed within the budget and to meet the Tri-Dam Project’s needs.

EXHIBIT “B”

RATE AND FEE SCHEDULE

Table 3 summarizes the HDR classifications and rates that will be used for this task order. Rates are provided for 2023 and will be increased 4% in January of 2024.

Table 3. 2023 HDR Staff Rates

| Staff classification | Hourly rate |
|-----------------------------------|--------------------|
| Project Engineer | \$324 |
| Project Manager | \$172 |
| Senior Structural Engineer | \$217 |
| Junior Structural Engineer | \$107 |
| Senior Project Accountant | \$174 |
| Administration/Project Controller | \$167 |

EXHIBIT "C"

WORKERS COMPENSATION CERTIFICATION


Labor Code Section 3700 provides, in pertinent part:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; or
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either and to pay any compensation that may become due to his or her employees. . ."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

"CONSULTANT"

By:  _____

Dated: 9/14/2023 _____

Name: Holly Kennedy

Title: Senior Vice President

BOARD AGENDA REPORT

Date: October 19, 2023

Staff: Summer Nicotero

SUBJECT: Beardsley Campground Agreement

RECOMMENDED ACTION: Discussion and possible action to approve the Beardsley Collection Agreement with the U.S. Forest Service

BACKGROUND AND/OR HISTORY:

Tri-Dam Project and the U.S. Forest Service have an existing collection agreement for the ongoing operation and maintenance of the developed areas within the Donnell/Beardsley FERC license boundary, primarily the China Flat Day Use, Beardsley Dam and Black Oak campgrounds.

FISCAL IMPACT: 1-7-02-83-58338 (budgeted) \$175,000

ATTACHMENTS: USFS 2023 Bill for Collection \$160,584

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

Forest Service Agreement #

Cooperator Agreement #

**Collection Agreement Financial Plan
Cooperator and FS Contributions**

| COST ELEMENTS and related data | | | | Cooperator Contribution | FS Non-Cash Contribution | |
|--|---|--------------------|----------------------------|--------------------------------|---------------------------------|---------------------------|
| Line Item Cost Subtotals | | | | Subtotal | Subtotal | Combined Subtotals |
| PERSONNEL | | | | | | |
| Resource Specialists (List all personnel): | | # of Days | \$/Day | | | |
| GS-11 Public Service Staff Officer | | 2.00 | \$450.00 | \$900.00 | | \$900.00 |
| GS-09 Recreation Manager | | 20.00 | \$390.00 | \$7,800.00 | | \$7,800.00 |
| GS-07 Recreation Specialist | | 70.00 | \$325.00 | \$22,750.00 | | \$22,750.00 |
| GS-05 Recreation Technician | | 280.00 | \$250.00 | \$70,000.00 | | \$70,000.00 |
| | | | | | | |
| GS-07 Interpretive Ranger | | 30.00 | \$300.00 | \$9,000.00 | | \$9,000.00 |
| GS-05 Interpretive Ranger | | 47.00 | \$200.00 | \$9,400.00 | | \$9,400.00 |
| GS-09 Law Enforcement Officer | | 39.00 | \$450.00 | \$17,550.00 | | \$17,550.00 |
| | | | | | | |
| Subtotal, Personnel: | | 488.00 | | \$137,400.00 | \$0.00 | \$137,400.00 |
| TRAVEL | | | | | | |
| Explanation of trips: From Where/To Where/For Whom | Vehicle Mileage Cost or Airfare Cost | # of Trips | PerDiem and Lodging | | | |
| | | | | \$0.00 | | \$0.00 |
| | | | | \$0.00 | | \$0.00 |
| | | | | | \$0.00 | \$0.00 |
| Subtotal, Travel: | | \$0.00 | 0 | \$0.00 | \$0.00 | \$0.00 |
| EQUIPMENT | | | | | | |
| Name and Type of Equipment: | Unit Cost | Quantity | | | | |
| Vehicle FOR & Mileage - Rec (6 months) (Estimate: FOR \$250 per mo. and .50 per mile) | \$0 | 1 | \$- | | | \$0.00 |
| | | | | | \$0.00 | \$0.00 |
| Subtotal, Equipment: | | \$0.00 | 1 | \$0.00 | \$0.00 | \$0.00 |
| SUPPLIES | | | | | | |
| Name and Type of Supplies: | Unit Cost | Quantity | | | | |
| Recreation Materials & Supplies | \$10,184 | 1 | \$10,183.84 | | | \$10,183.84 |
| Law Enforcement Supplies | \$3,500 | 1 | \$3,500.00 | | | \$3,500.00 |
| | | | | | \$0.00 | \$0.00 |
| Subtotal, Supplies: | | \$13,683.84 | 2 | \$13,683.84 | \$0.00 | \$13,683.84 |

| CONTRACTUAL | | | | |
|---|--------------------------|------|--------------------------------|---------------------|
| Describe Contracts that will most likely result from this project: | | | | |
| | | | | \$0.00 |
| Vault Pumping | | | | \$3,000.00 |
| Water Testing / Filter Supplies | | | | \$3,800.00 |
| | | | | \$0.00 |
| Subtotal, Contractual: | | | \$6,800.00 | \$6,800.00 |
| OTHER | | | | |
| Describe Other Costs of the Project: | | | | |
| Camp Host Reimbursement-Black Oak, Beardley (fuel and round trip travel) | | | \$1,500.00 | \$1,500.00 |
| Uniforms | | | \$1,200.00 | \$1,200.00 |
| | | | | \$0.00 |
| Subtotal, Other: | | | \$2,700.00 | \$2,700.00 |
| TOTAL DIRECT CHARGES | | | \$160,583.84 | \$160,583.84 |
| OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13) | Insert Rate Here: | 0.0% | \$0.00 | |
| Total Party Costs | | | \$160,583.84 | \$160,583.84 |
| COST ELEMENTS SUBJECT TO NATIONAL PASS-THROUGH RATES | | | Cooperator Contribution | |
| TOTAL CHARGES | | | | |
| | | | | \$0.00 |
| OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13) | Insert Rate Here: | | | \$0.00 |
| Total Pass-Through Costs | | | | \$0.00 |
| TOTAL PROJECT COSTS | | | | \$160,583.84 |

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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BOARD AGENDA REPORT

Date: 10/19/2023
Staff: Summer Nicotero

SUBJECT: Discussion and Possible Action to Award Contract for the FEMA Rockslide Removal Project

RECOMMENDED ACTION: Award the Contract for the FEMA Rockslide Removal Project to Njirich and Sons, Inc. and Authorize the General Manager to Execute the Contract and any Related Documents on Behalf of Tri-Dam; Approve a Budget Amendment for the Repair Work Associated with the Bids.

BACKGROUND AND/OR HISTORY:

A series of storms in late December through early January 2023 caused a major rockfall on Beardsley Road. FEMA declared the event a natural disaster and qualified the removal of the rock and associated road repairs for public assistance funding under event 4683DR-CA.

Provost and Pritchard assisted the Project in preparing a bid package for the rock removal and any associated road repairs. The bidding on the project closed on Monday, October 9 with two responsive bidders, detailed below.

| | |
|------------------------|-----------|
| Njirich and Sons, Inc. | \$440,000 |
|------------------------|-----------|

| | |
|-----------------------------------|-----------|
| Sierra Mountain Construction, Inc | \$460,050 |
|-----------------------------------|-----------|

Njirich and Sons, Inc. was the lowest qualified bidder.

Staff recommends authorizing the General Manager to execute a construction contract and any associated documents related to the completion of this work. Staff recommends approving a budget adjustment of \$440,000 to expense account 1-2-02-45-54810 with a portion of the cost being reimbursed by FEMA and CalOES upon completion (estimated to be no later than December 31, 2023, weather permitting).

| | |
|---------------------------------------|-----------|
| Fiscal Impact: 1-2-02-45-54810 | \$440,000 |
|---------------------------------------|-----------|

ATTACHMENTS: Bidding Matrix

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

Line Item Bid

Bid Tabulation Matrix

Version 1
 Bid RFP #4081-23-003 - Rockfall Debris Removal - Forest Service Road 4N88
 End Date 2023-10-09 02:30 PM PDT

Vendor

| Njirich and Sons, Inc | | Sierra Mountain Construction, Inc. | |
|-----------------------|---------------|------------------------------------|----------------------|
| Unit Price | Total Price | Unit Price | Total Price |
| \$ 440,000.00 | \$ 440,000.00 | \$ 460,050.00 | \$ 460,050.00 |
| TOTAL | | \$ 440,000.00 | \$ 460,050.00 |

| Item Code | Item Name | Item Description |
|-----------|------------------------|---|
| | Total Base Bid Price | Enter Total Base Bid Price amount from Section 00530 - Bid. |
| | Brand | |
| | Item Vendor Ref Number | |

| Table 1 TDP - Rockfall Debris Removal Bid Tab Sheet October 9, 2023 | | | | N&S | | SMCI | |
|--|--|--------------------|------|----------------|----------------------|---------------|----------------------|
| Bid Item | Bid Item Description | Estimated Quantity | Unit | Unit Price | Extension | Unit Price | Extension |
| 1. Mobilization and Demobilization | | | | | | | |
| 1A | Site Mobilization | 1 | LS | \$ 30,000.00 | \$ 30,000.00 | \$ 55,000.00 | \$ 55,000.00 |
| 1B | Site Demobilization | 1 | LS | \$ 30,000.00 | \$ 30,000.00 | \$ 13,750.00 | \$ 13,750.00 |
| 1. Subtotal Project Mobilization and Demobilization | | | | | \$ 60,000.00 | | \$ 68,750.00 |
| 2. Site Maintenance and Restoration | | | | | | | |
| 2A | Pre-construction Evaluation and Documentation | 1 | LS | \$ 26,000.00 | \$ 26,000.00 | \$ 5,300.00 | \$ 5,300.00 |
| 2B | Evaluate, Protect, and Restore Existing Bridges | 1 | LS | \$ 53,000.00 | \$ 53,000.00 | \$ 33,000.00 | \$ 33,000.00 |
| 2C | Site Restoration | 1 | LS | \$ 26,000.00 | \$ 26,000.00 | \$ 10,000.00 | \$ 10,000.00 |
| 2. Subtotal Site Maintenance and Restoration | | | | | \$ 105,000.00 | | \$ 48,300.00 |
| 3. Slope Safety | | | | | | | |
| 3A | Evaluation/Workplan and Implement Temporary Rockfall Safety Measures during Construction | 1 | LS | \$ 65,000.00 | \$ 65,000.00 | \$ 18,000.00 | \$ 18,000.00 |
| 3. Subtotal Slope Safety | | | | | \$ 65,000.00 | | \$ 18,000.00 |
| 4. Debris Removal and Disposal | | | | | | | |
| 4A | Rockslide Debris Removal and Disposal, including Grading at the Disposal Site | 1 | LS | \$ 210,000.00 | \$ 210,000.00 | \$ 325,000.00 | \$ 325,000.00 |
| 4. Subtotal Debris Removal and Disposal | | | | | \$ 210,000.00 | | \$ 325,000.00 |
| Subtotal - Items 1 through 5 | | | | | | | |
| 1. | Mobilization and Demobilization | | | | \$ 60,000.00 | | \$ 68,750.00 |
| 2. | Site Maintenance and Restoration | | | | \$ 105,000.00 | | \$ 48,300.00 |
| 3. | Slope Safety | | | | \$ 65,000.00 | | \$ 18,000.00 |
| 4. | Debris Removal and Disposal | | | | \$ 210,000.00 | | \$ 325,000.00 |
| Total Base Bid Price | | | | | \$ 440,000.00 | | \$ 460,050.00 |

BOARD AGENDA REPORT

Date: 10/19/2023
Staff: Summer Nicotero

SUBJECT: Discussion and Possible Action to Award Contract for the Road Repairs FEMA Sites 1, 2, 3, and 6

RECOMMENDED ACTION: Award the Contract for the Road Repairs FEMA Sites 1, 2, 3, and 6.

BACKGROUND AND/OR HISTORY:

A series of storms in late December through early January 2023 caused road damage at several locations on Forest Roads 4N88 and 5N09X. FEMA declared the event a natural disaster and qualified the road repairs for public assistance funding under event 4683DR-CA.

Provost and Pritchard assisted the Project in preparing a bid package for the road repairs. The bidding on the project closed on Monday, October 16, after this Board packet was prepared. This item will be hand carried.

Fiscal Impact:

ATTACHMENTS:

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

GENERAL MANAGER BOARD REPORT

Summer Nicotero

October 19, 2023

1. Our new website is up and running! Take a look and send your pictures or feedback. We think it looks great!
2. We are working on kicking off IBEW negotiations starting in November. I have included an item to retain a negotiator to assist with the process. The current MOU expires on May 31, 2024.
3. We are heading into maintenance season and have encountered several obstacles as we try to maximize production in October. PG&E is conducting maintenance work on their system, transmission and hydro, that has impacted our operations. We are discussing these impacts with them and hoping to reach an agreement on how to handle changes to our operating plans in the future.
4. Brett, Daniel, and I attended the West Coast Hydro Users Group annual conference at CSU Stanislaus in Turlock a couple of weeks ago. Turlock Irrigation District hosted this year. This was a great opportunity to meet a lot of our partners in person and to share ideas. We toured the Don Pedro and La Grange hydro facilities while making connections that will help us in the future.
5. FERC has notified us that our Emergency Action Plan (EAP) Functional Exercise is due next year. This is a full mock-trial of our EAP in action. We will host our partners in emergency response as we act out a scenario that we could find ourselves in someday. Bret is attending a FERC training to gain insight into what FERC is looking for as part of the exercise. I have participated in several EAP functional exercises as well as numerous actual EAP responses. I am excited to work through the Tri-Dam EAP as we strengthen our awareness as well as our ties to our partners in the event of an emergency.
6. Sharon Cisneros is assisting me with compilation of the 2024 Annual Budget. I intent to review a draft with the Advisory Committee in November with the hope of presenting to the Board shortly after. Given the short timeline, it is likely we will be adopting the final budget in December.
7. You are invited! Genna sent out invitations to the annual staff appreciation party to be held at our new office in Sonora on Saturday, October 28th. This is a Halloween themed event and costumes are not only welcome, they could be rewarded! Please RSVP to Genna so we can provide a headcount to the caterer.
8. The next Advisory Committee meeting is scheduled on Monday, November 6 at 3:00 pm at the OID offices.

OPERATIONS SUPERVISOR BOARD REPORT
October 19, 2023

OPERATIONS:

Reservoir Data (A/F):

| FACILITY | STORAGE | MONTH CHANGE |
|-----------------|----------------|---------------------|
| Donnells | 50,554 | (9,193) |
| Beardsley | 62,971 | (18,063) |
| Tulloch | 63,241 | (2,517) |
| New Melones | 1,896,452 | (23,444) |

Outages:

| Plant | Dates | Duration | Cause |
|--------------|--------------|-----------------|----------------------------|
| Donnells | 9/9 | 6:04hrs | PG&E line fault, lightning |
| Beardsley | 9/9 | 6:00hrs | PG&E line fault, lightning |
| Sandbar | 9/9 | 17:08hrs | PG&E line fault, lightning |

Operations Report:

New Melones Inflows:

Total inflows for water year 22/23 as of September 30: 2,333,701 A/F.

District Usage:

Total District usage for the water year 22/23 as of September 30: 411,989 A/F.

Precipitation:

Total precipitation for the month of September: 1.51 inches.

Other Activities:

1. Daily checks all powerhouses.
2. Coordinated South Main flow reduction for tree removal with OID.
3. Helped facilitate a tour of Tulloch Dam and Powerhouse with SSJID.
4. Assisted in providing OID water transfer to Bellota-Carbona Irrigation District.
5. Islanding of Donnells to support PG&E transmission work.
6. Weekly meetings with PG&E to coordinate their supplemental flows.

BEARDSLEY PRECIPITATION

| YEAR | JUL | AUG | SEPT | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUNE | TOTAL |
|-------------|--------|------|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------------|
| 1958-59 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7.40 | 1.39 | 1.40 | 1.04 | 0.00 | 11.23 |
| 1959-60 | 0.00 | 0.03 | 3.09 | 0.00 | 0.00 | 1.92 | 5.74 | 8.38 | 4.68 | 2.45 | 0.35 | 0.00 | 26.64 |
| 1960-61 | 0.05 | 0.00 | 0.44 | 0.63 | 5.33 | 2.43 | 1.60 | 3.04 | 4.96 | 1.49 | 1.84 | 0.29 | 22.10 |
| 1961-62 | 0.21 | 1.12 | 0.77 | 0.70 | 3.39 | 2.98 | 2.04 | 15.32 | 6.13 | 1.12 | 1.04 | 0.02 | 34.84 |
| 1962-63 | 0.30 | 0.16 | 0.35 | 2.98 | 1.05 | 2.66 | 5.91 | 8.37 | 6.08 | 8.24 | 3.70 | 0.74 | 40.54 |
| 1963-64 | 0.00 | 0.44 | 0.59 | 2.63 | 7.81 | 0.81 | 5.84 | 0.21 | 3.02 | 2.01 | 2.44 | 1.64 | 27.44 |
| 1964-65 | 0.00 | 0.00 | 0.34 | 2.08 | 7.40 | 17.93 | 5.90 | 1.34 | 2.44 | 5.27 | 0.32 | 0.29 | 43.31 |
| 1965-66 | 0.00 | 1.47 | 0.60 | 0.47 | 12.38 | 4.59 | 1.68 | 2.33 | 1.00 | 2.39 | 0.43 | 0.10 | 27.44 |
| 1966-67 | 0.13 | 0.00 | 0.28 | 0.00 | 7.55 | 8.48 | 8.77 | 0.67 | 10.02 | 10.25 | 2.04 | 1.05 | 49.24 |
| 1967-68 | 0.00 | 0.39 | 0.90 | 0.54 | 2.47 | 3.35 | 4.94 | 4.81 | 3.48 | 0.73 | 1.44 | 0.02 | 23.07 |
| 1968-69 | 0.10 | 0.65 | 0.00 | 2.12 | 6.22 | 8.28 | 19.45 | 8.35 | 1.88 | 3.39 | 0.21 | 0.39 | 51.04 |
| 1969-70 | 0.00 | 0.00 | 0.55 | 3.41 | 2.98 | 6.46 | 17.06 | 3.11 | 3.43 | 2.50 | 0.00 | 3.17 | 42.67 |
| 1970-71 | 0.00 | 0.00 | 0.00 | 0.91 | 10.71 | 8.44 | 2.83 | 1.16 | 4.87 | 1.49 | 1.80 | 0.77 | 32.98 |
| 1971-72 | 0.00 | 0.02 | 0.29 | 1.22 | 6.22 | 10.31 | 2.39 | 2.78 | 1.01 | 4.03 | 0.10 | 1.62 | 29.99 |
| 1972-73 | 0.00 | 0.58 | 0.17 | 1.85 | 6.27 | 5.57 | 12.08 | 12.06 | 5.31 | 1.11 | 0.72 | 0.74 | 46.46 |
| 1973-74 | 0.05 | 0.18 | 0.07 | 3.65 | 9.88 | 9.10 | 5.08 | 1.84 | 8.18 | 5.15 | 0.02 | 0.07 | 43.27 |
| 1974-75 | 2.57 | 0.10 | 0.00 | 2.82 | 2.38 | 4.95 | 4.25 | 10.16 | 9.90 | 5.41 | 0.84 | 0.63 | 44.01 |
| 1975-76 | 0.03 | 2.02 | 0.15 | 6.75 | 2.04 | 0.74 | 0.49 | 3.03 | 2.66 | 2.42 | 0.91 | 0.05 | 21.29 |
| 1976-77 | 0.10 | 2.43 | 1.00 | 0.93 | 1.54 | 0.24 | 2.50 | 2.68 | 2.06 | 0.25 | 4.65 | 0.38 | 18.76 RECORD LOW |
| 1977-78 | 0.00 | 0.00 | 0.58 | 0.24 | 4.76 | 9.72 | 10.85 | 8.31 | 8.67 | 7.97 | 0.19 | 0.23 | 51.52 |
| 1978-79 | 0.08 | 0.00 | 3.98 | 0.07 | 3.17 | 4.43 | 8.45 | 7.60 | 6.05 | 1.86 | 2.88 | 0.02 | 38.59 |
| 1979-80 | 0.17 | 0.03 | 0.00 | 4.66 | 4.63 | 5.22 | 14.62 | 13.03 | 3.61 | 3.09 | 4.33 | 0.77 | 54.16 |
| 1980-81 | 0.43 | 0.02 | 0.03 | 0.71 | 0.58 | 3.04 | 8.05 | 2.69 | 6.26 | 1.67 | 1.42 | 0.00 | 24.90 |
| 1981-82 | 0.06 | 0.00 | 0.15 | 5.27 | 8.76 | 8.39 | 6.08 | 8.08 | 11.23 | 8.19 | 0.12 | 1.34 | 57.67 |
| 1982-83 | 0.03 | 0.02 | 4.02 | 8.78 | 11.30 | 7.32 | 10.83 | 14.34 | 12.86 | 6.29 | 0.74 | 0.12 | 76.65 RECORD HIGH |
| 1983-84 | 0.01 | 0.09 | 3.86 | 1.35 | 16.44 | 12.75 | 0.27 | 5.51 | 3.56 | 2.70 | 0.84 | 1.31 | 48.69 |
| 1984-85 | 0.00 | 0.05 | 0.73 | 3.97 | 10.28 | 2.58 | 1.52 | 3.13 | 5.84 | 0.86 | 0.07 | 0.28 | 29.31 |
| 1985-86 | 0.30 | 0.12 | 2.64 | 3.09 | 7.71 | 4.52 | 4.70 | 21.98 | 8.43 | 2.37 | 1.58 | 0.00 | 57.44 |
| 1986-87 | 0.02 | 0.00 | 2.18 | 0.00 | 0.49 | 0.73 | 3.42 | 5.89 | 5.21 | 0.79 | 1.63 | 0.15 | 20.51 |
| 1987-88 | 0.00 | 0.00 | 0.00 | 2.19 | 2.22 | 5.79 | 5.42 | 0.88 | 0.73 | 3.15 | 1.66 | 0.79 | 22.83 |
| 1988-89 | 0.00 | 0.00 | 0.05 | 0.07 | 6.96 | 4.29 | 1.45 | 2.73 | 10.08 | 1.41 | 0.74 | 0.02 | 27.80 |
| 1989-90 | 0.00 | 0.33 | 3.28 | 4.30 | 3.02 | 0.00 | 4.75 | 3.40 | 2.75 | 1.66 | 3.46 | 0.21 | 27.16 |
| 1990-91 | 0.00 | 0.11 | 0.59 | 0.41 | 1.62 | 1.30 | 0.40 | 1.79 | 16.08 | 1.74 | 2.54 | 1.54 | 28.12 |
| 1991-92 | 0.17 | 0.10 | 0.32 | 5.54 | 2.32 | 3.10 | 1.97 | 7.68 | 4.58 | 0.45 | 0.45 | 1.66 | 28.34 |
| 1992-93 | 3.26 | 0.35 | 0.00 | 3.05 | 0.44 | 9.61 | 12.19 | 8.74 | 6.29 | 2.07 | 1.24 | 2.43 | 49.67 |
| 1993-94 | 0.00 | 0.00 | 0.00 | 1.25 | 2.11 | 1.97 | 2.93 | 7.08 | 0.86 | 3.71 | 2.22 | 0.00 | 22.13 |
| 1994-95 | 0.00 | 0.00 | 0.77 | 2.82 | 7.92 | 3.68 | 18.32 | 1.14 | 18.76 | 6.98 | 6.72 | 1.02 | 68.13 |
| 1995-96 | 0.05 | 0.00 | 0.00 | 0.00 | 0.35 | 9.13 | 10.32 | 11.17 | 6.81 | 3.94 | 5.51 | 1.24 | 48.52 |
| 1996-97 | 0.05 | 0.01 | 0.23 | 2.55 | 7.14 | 16.19 | 18.16 | 0.80 | 0.53 | 0.82 | 0.51 | 1.24 | 48.23 |
| 1997-98 | 0.17 | 0.00 | 0.33 | 1.39 | 4.99 | 3.70 | 12.86 | 16.30 | 6.69 | 4.94 | 6.46 | 1.35 | 59.18 |
| 1998-99 | 0.00 | 0.00 | 2.84 | 0.49 | 5.12 | 3.13 | 8.93 | 9.71 | 2.63 | 3.03 | 1.28 | 1.03 | 38.19 |
| 1999-00 | 0.00 | 0.13 | 0.18 | 1.05 | 3.51 | 0.51 | 11.68 | 14.13 | 2.58 | 3.70 | 2.72 | 1.06 | 41.25 |
| 2000-01 | 0.00 | 0.07 | 0.96 | 3.17 | 1.01 | 1.59 | 4.69 | 4.70 | 3.08 | 5.39 | 0.00 | 0.07 | 24.73 |
| 2001-02 | 0.02 | 0.00 | 0.60 | 1.17 | 6.97 | 9.75 | 2.56 | 2.13 | 6.88 | 2.29 | 2.02 | 0.00 | 34.39 |
| 2002-03 | 0.00 | 0.00 | 0.09 | 0.00 | 7.42 | 11.17 | 1.12 | 3.50 | 3.81 | 9.36 | 2.69 | 0.00 | 39.16 |
| 2003-04 | 0.09 | 1.32 | 0.06 | 0.00 | 2.88 | 9.97 | 2.79 | 8.52 | 1.07 | 0.17 | 0.55 | 0.02 | 27.44 |
| 2004-05 | 0.02 | 0.00 | 0.19 | 7.66 | 2.93 | 6.67 | 10.52 | 6.95 | 9.35 | 3.35 | 5.76 | 0.80 | 54.20 |
| 2005-06 | 0.00 | 0.11 | 0.71 | 1.70 | 3.34 | 17.72 | 7.75 | 5.26 | 10.14 | 10.55 | 1.97 | 0.10 | 59.35 |
| 2006-07 | 0.08 | 0.00 | 0.01 | 1.53 | 3.56 | 5.25 | 2.08 | 8.70 | 1.30 | 2.61 | 1.33 | 0.10 | 26.55 |
| 2007-08 | 0.01 | 0.17 | 0.34 | 1.02 | 0.95 | 5.01 | 10.15 | 6.69 | 0.87 | 0.26 | 2.85 | 0.00 | 28.32 |
| 2008-09 | 0.00 | 0.00 | 0.00 | 1.65 | 6.17 | 5.08 | 5.88 | 6.98 | 6.78 | 1.97 | 3.37 | 0.79 | 38.67 |
| 2009-10 | 0.00 | 0.10 | 0.00 | 4.37 | 1.31 | 5.89 | 7.97 | 5.86 | 4.92 | 6.66 | 3.65 | 0.06 | 40.79 |
| 2010-11 | 0.00 | 0.00 | 0.00 | 8.67 | 7.15 | 14.21 | 2.15 | 5.76 | 15.22 | 1.94 | 2.94 | 3.21 | 61.25 |
| 2011-12 | 0.00 | 0.00 | 1.56 | 3.13 | 1.77 | 0.00 | 6.25 | 1.62 | 5.96 | 4.76 | 0.37 | 0.92 | 26.34 |
| 2012-13 | 0.00 | 0.00 | 0.00 | 1.27 | 5.78 | 12.56 | 0.64 | 0.93 | 3.26 | 1.11 | 1.48 | 0.80 | 27.83 |
| 2013-14 | 0.00 | 0.00 | 0.72 | 0.56 | 1.80 | 1.22 | 1.59 | 9.23 | 6.17 | 3.43 | 0.98 | 0.05 | 25.75 |
| 2014-15 | 0.52 | 0.03 | 1.03 | 0.15 | 3.72 | 7.25 | 0.13 | 4.49 | 0.43 | 3.08 | 2.75 | 0.80 | 24.38 |
| 2015-16 | 0.39 | 0.00 | 0.11 | 2.26 | 5.36 | 9.74 | 9.53 | 1.74 | 9.19 | 3.13 | 1.82 | 0.34 | 43.61 |
| 2016-17 | 0.00 | 0.00 | 0.00 | 7.26 | 3.19 | 8.30 | 22.25 | 20.47 | 5.49 | 8.06 | 0.59 | 0.46 | 76.07 |
| 2017-18 | 0.00 | 0.09 | 1.44 | 0.50 | 7.34 | 0.42 | 5.20 | 0.76 | 14.50 | 3.70 | 1.02 | 0.00 | 34.97 |
| 2018-19 | 0.00 | 0.00 | 0.00 | 1.92 | 8.21 | 3.07 | 9.84 | 15.37 | 8.97 | 2.07 | 7.43 | 0.46 | 57.34 |
| 2019-20 | 0.00 | 0.00 | 0.63 | 0.00 | 1.39 | 10.58 | 2.09 | 0.08 | 7.50 | 3.87 | 3.09 | 0.33 | 29.56 |
| 2020-21 | 0.00 | 0.23 | 0.10 | 0.00 | 2.38 | 3.40 | 7.28 | 2.44 | 2.83 | 1.31 | 0.18 | 0.00 | 20.15 |
| 2021-22 | 0.09 | 0.00 | 0.18 | 7.51 | 0.95 | 13.37 | 0.04 | 0.36 | 0.96 | 4.14 | 0.39 | 0.31 | 28.30 |
| 2022-23 | 0.00 | 0.29 | 2.27 | 0.02 | 3.83 | 12.65 | 21.85 | 5.43 | 15.48 | 0.22 | 1.12 | 1.10 | 64.26 |
| 2023-24 | 0.00 | 1.27 | 1.51 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2.78 Current Year |
| Average | 0.15 | 0.21 | 0.74 | 2.23 | 4.70 | 6.18 | 6.74 | 6.15 | 5.88 | 3.38 | 1.88 | 0.63 | 38.87 |
| 2022-23 +/- | (0.15) | 1.06 | 0.77 | (2.23) | (4.70) | (6.18) | (6.74) | (6.15) | (5.88) | (3.38) | (1.88) | (0.63) | (36.09) |

ANNUAL AVERAGE **38.87**

INCHES +/- ANNUAL AVERAGE **(36.09)**

Updated as of 11-Oct-23

PERCENT OF ANNUAL AVERAGE **7%**

MAINTENANCE SUPERVISOR BOARD REPORT

Daniel Hogue

October, 2023

1. Attended West Coat Hydro User Group Conference. Heard from speakers on a variety of hydro related topics such as storm damage mitigation and unit rebuild trials and tribulations. Also had the opportunity to tour Don Pedro and La Grange Powerhouse.
2. Found DPH Cottage had a couple of broken windows. Unsure of the cause but it did not appear to be vandalism. It is very thin single pane glass. Removed and replaced.
3. Beardsley water tank frost barrier and roof is complete. Turned out nice and are happy to have it sealed up prior to winter.
4. During the late summer rain events we discovered the Strawberry maintenance building roof had developed some leaks. Made repairs to the areas in question.
5. Completed all in-house work at FEMA Site 5 including installation of cable and steel netting. Then backfilling with material as per P&P design.
6. Additional Day use trash cans have been installed. We hope now to have enough disposal space to accommodate the summer time visitors.
7. Tulloch 1 and 2 Turbine oil samples are showing higher than desirable particle count despite having inspected bearing and replacing oil during 2023 annual Maintenance. We have been monitoring for vibration but haven't seen anything out of normal. Also are not seeing any heating. We have been in contact with TCG and are planning to get a technical advisor during our 2024 maintenance outage to inspect bearings and replace if needed.
8. Bi-annual battery testing completed. During this testing we test all 125VDC (Station battery's carrying all critical control and protection) and 24VDC (Communications batteries) inter-cell resistance, internal resistance, voltage and specific gravity. No abnormalities detected.
9. Completed biennial protective ground testing. All protective ground and hot sticks are tested to ensure they are adequate for use. We use these grounds often throughout the year to ensure personnel safety while working on medium to high voltage equipment.
10. Performed PG&E required setting changes to the line protection relays at Donnells for islanding. The setting changes increase the sensitivity to line faults to help protect the unit and customers downstream.



Beardsley Water Tank Roof



FEMA Site 5- Sink Hole Repair



Tri-Dam Project Generation & Revenue Report 2023

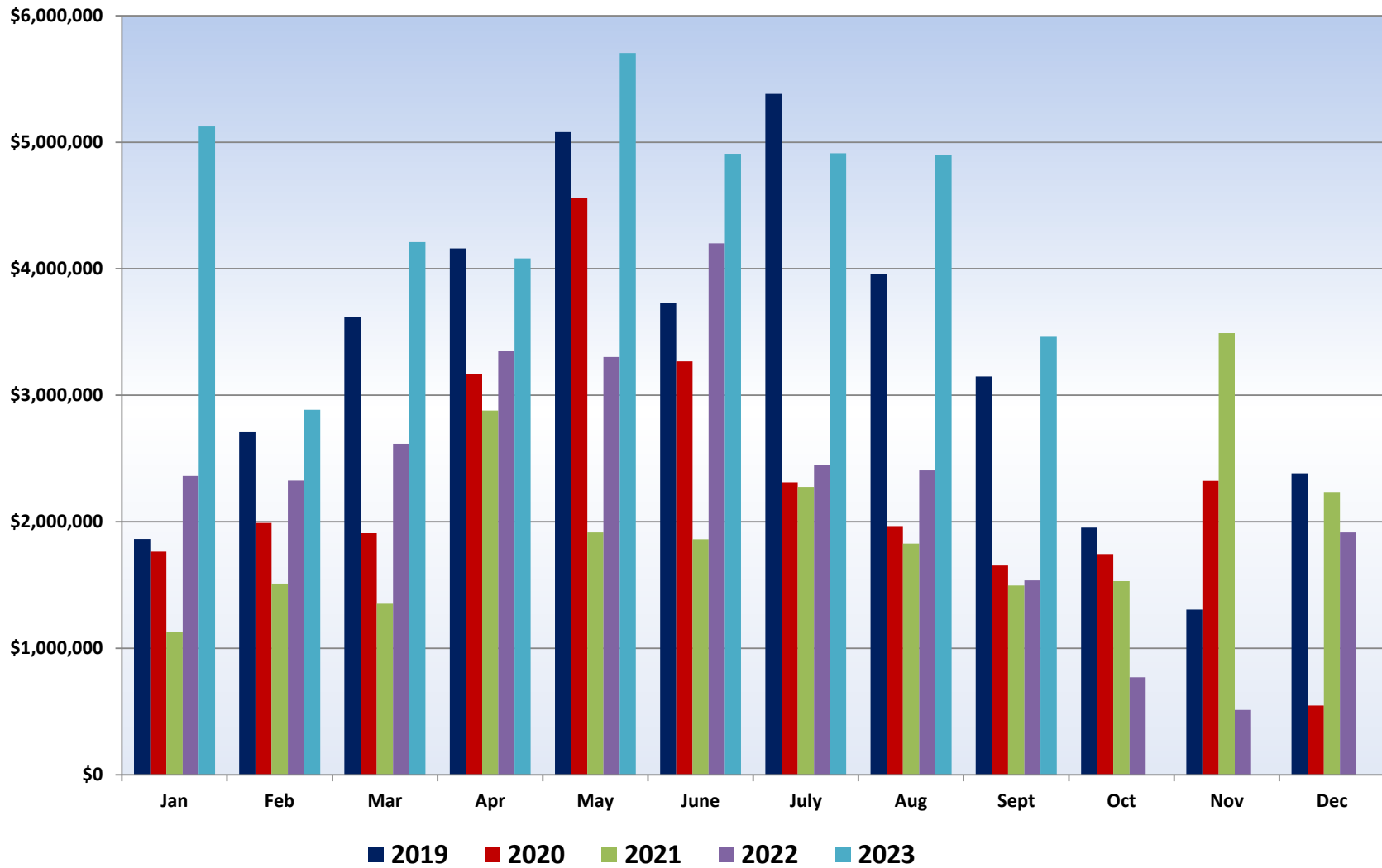
| | Donnells | | | | Beardsley | | | | Tulloch | | | | Project Total | | | |
|--------------|--------------------------------------|---------------------------------|--------------------------------|---------------------------|--------------------------------------|---------------------------------|---------------------------|--------------------------------------|---------------------------------|---------------------------|--------------------------------------|---------------------------------|---------------------------|--------------------------------------|---------------------------------|---------------------------|
| | Average Generation (1958-2018) | 2023 Net Generation (kWh) | Avoided Generation (kWh) | 2023 Energy Revenue | Average Generation (1958-2018) | 2023 Net Generation (kWh) | 2023 Energy Revenue | Average Generation (1958-2018) | 2023 Net Generation (kWh) | 2023 Energy Revenue | Average Generation (1958-2018) | 2023 Net Generation (kWh) | 2023 Energy Revenue | Average Generation (1958-2018) | 2023 Net Generation (kWh) | 2023 Energy Revenue |
| JAN | 17,389,989 | 50,302,120 | - | \$4,024,170 | 3,150,048 | 8,075,579 | \$646,046 | 4,271,885 | 5,667,702 | \$453,416 | 24,811,922 | 64,045,400 | \$5,123,632 | 24,811,922 | 64,045,400 | \$5,123,632 |
| FEB | 17,229,608 | 26,972,429 | - | \$2,157,794 | 2,927,753 | 7,428,960 | \$594,317 | 5,024,913 | 1,668,267 | \$133,461 | 25,182,274 | 36,069,657 | \$2,885,573 | 25,182,274 | 36,069,657 | \$2,885,573 |
| MAR | 23,070,659 | 34,546,717 | - | \$2,763,737 | 3,584,274 | 8,181,638 | \$654,531 | 7,580,691 | 9,910,971 | \$792,878 | 34,235,623 | 52,639,326 | \$4,211,146 | 34,235,623 | 52,639,326 | \$4,211,146 |
| APR | 31,686,865 | 27,387,689 | 1,040,000 | \$2,274,215 | 4,717,464 | 8,113,601 | \$649,088 | 10,811,027 | 14,474,823 | \$1,157,986 | 47,215,356 | 49,976,113 | \$4,081,289 | 47,215,356 | 49,976,113 | \$4,081,289 |
| MAY | 41,216,149 | 25,033,384 | 21,620,370 | \$3,732,300 | 5,799,593 | 8,186,918 | \$654,953 | 12,131,040 | 16,481,291 | \$1,318,503 | 59,146,782 | 49,701,593 | \$5,705,757 | 59,146,782 | 49,701,593 | \$5,705,757 |
| JUN | 42,555,036 | 35,463,600 | - | \$2,837,088 | 6,336,073 | 8,112,548 | \$649,004 | 12,084,818 | 17,794,079 | \$1,423,526 | 60,975,928 | 61,370,227 | \$4,909,618 | 60,975,928 | 61,370,227 | \$4,909,618 |
| JUL | 36,444,466 | 34,600,702 | - | \$2,768,056 | 6,629,514 | 8,390,128 | \$671,210 | 12,609,174 | 18,429,795 | \$1,474,384 | 55,683,154 | 61,420,625 | \$4,913,650 | 55,683,154 | 61,420,625 | \$4,913,650 |
| AUG | 27,568,740 | 34,539,443 | - | \$2,763,155 | 6,269,748 | 8,342,300 | \$667,384 | 11,868,293 | 18,323,532 | \$1,465,883 | 45,706,781 | 61,205,275 | \$4,896,422 | 45,706,781 | 61,205,275 | \$4,896,422 |
| SEP | 20,111,167 | 24,821,749 | - | \$1,985,740 | 5,223,523 | 7,518,014 | \$601,441 | 8,577,620 | 10,939,478 | \$875,158 | 33,912,310 | 43,279,241 | \$3,462,339 | 33,912,310 | 43,279,241 | \$3,462,339 |
| OCT | 12,743,535 | - | - | \$0 | 3,752,220 | - | \$0 | 4,664,124 | - | \$0 | 21,159,879 | - | \$0 | 21,159,879 | - | \$0 |
| NOV | 12,042,987 | - | - | \$0 | 2,794,775 | - | \$0 | 2,487,256 | - | \$0 | 17,325,019 | - | \$0 | 17,325,019 | - | \$0 |
| DEC | 14,354,891 | - | - | \$0 | 3,713,920 | - | \$0 | 3,288,702 | - | \$0 | 21,357,513 | - | \$0 | 21,357,513 | - | \$0 |
| Total | 296,414,092 | 293,667,834 | 22,660,370 | \$25,306,256 | 54,898,907 | 72,349,684 | \$5,787,975 | 95,399,542 | 113,689,938 | \$9,095,195 | 446,712,540 | 479,707,456 | \$40,189,426 | 446,712,540 | 479,707,456 | \$40,189,426 |

Note: Price per MWh is \$80.00

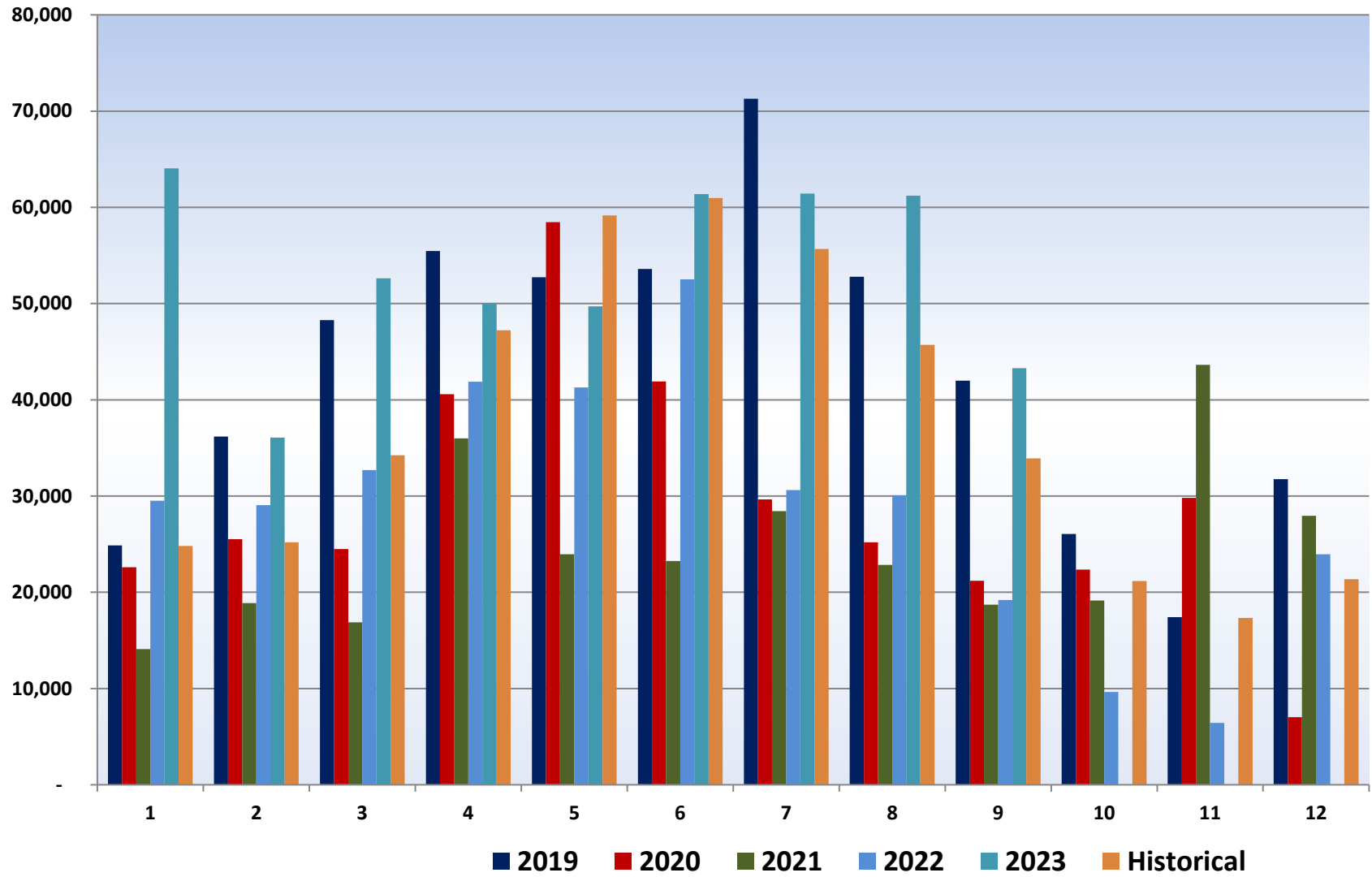
Tri-Dam Power Authority - Sand Bar

| | Average Generation (1958-2018) | 2023 Net Generation (kWh) | Avoided Generation (kWh) | 2023 Energy Revenue | PG&E Coordination Payment | Total Revenue |
|--------------|--------------------------------------|---------------------------------|--------------------------------|---------------------------|---------------------------------|--------------------|
| JAN | 4,663,654 | 11,625,894 | - | \$930,072 | \$0 | \$930,072 |
| FEB | 3,946,606 | 10,595,708 | - | \$847,657 | \$0 | \$847,657 |
| MAR | 5,290,014 | 11,889,429 | - | \$951,154 | \$0 | \$951,154 |
| APR | 6,873,822 | 10,211,311 | 1,325,750 | \$922,965 | \$0 | \$922,965 |
| MAY | 8,065,189 | 11,577,399 | - | \$926,192 | \$0 | \$926,192 |
| JUN | 8,750,023 | 11,516,386 | - | \$921,311 | \$0 | \$921,311 |
| JUL | 9,133,101 | 11,900,588 | - | \$952,047 | \$0 | \$952,047 |
| AUG | 8,560,581 | 11,898,964 | - | \$951,917 | \$0 | \$951,917 |
| SEP | 6,928,285 | 11,004,784 | - | \$880,383 | \$0 | \$880,383 |
| OCT | 4,898,944 | - | - | \$0 | \$0 | \$0 |
| NOV | 2,947,604 | - | - | \$0 | \$0 | \$0 |
| DEC | 5,554,123 | - | - | \$0 | \$0 | \$0 |
| Total | 75,611,948 | 102,220,462 | 1,325,750 | \$8,283,697 | \$0 | \$8,283,697 |

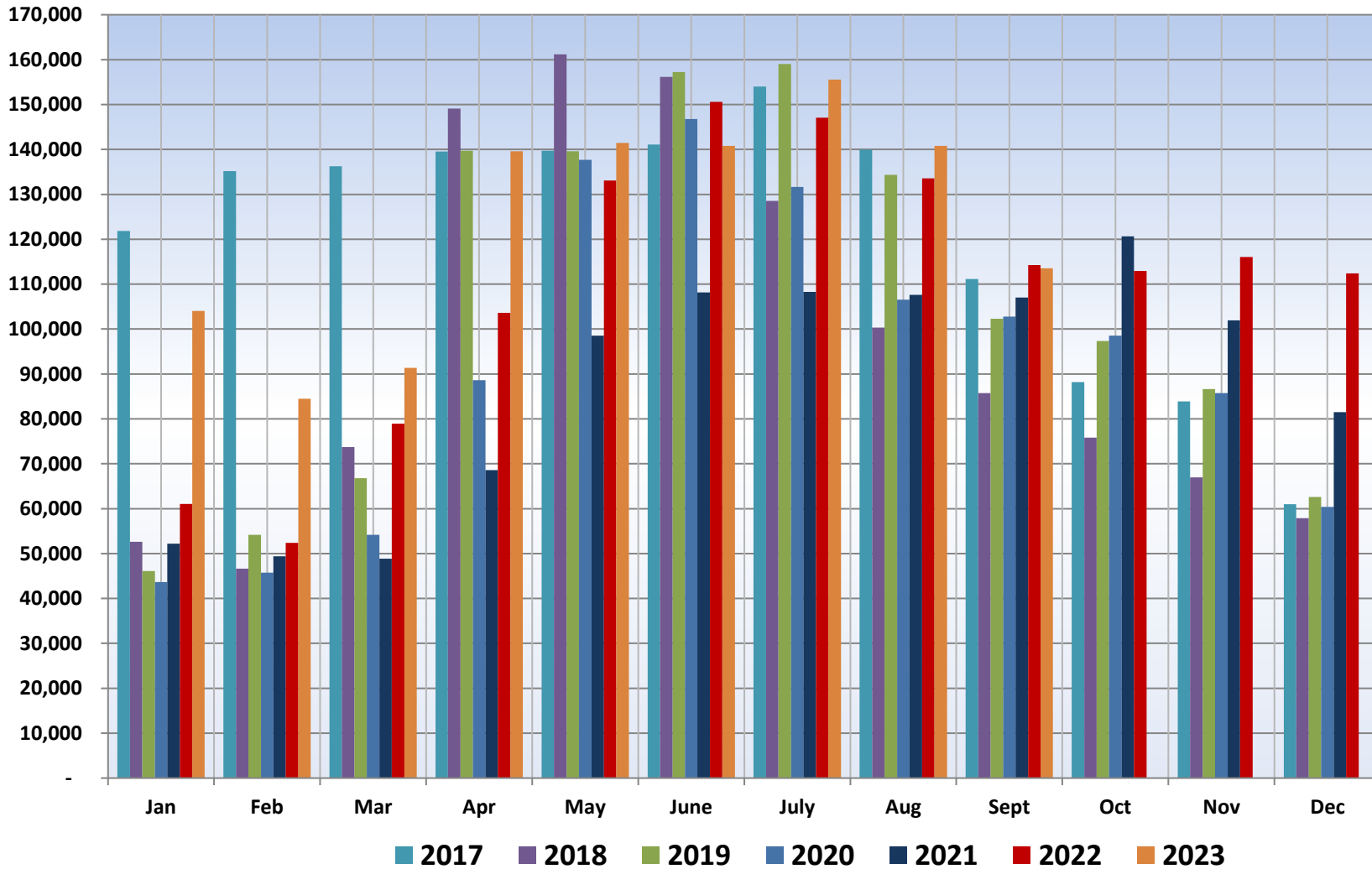
Tri-Dam Project Generation Revenue



Tri-Dam Project Total Generation - MWh



Tri-Dam Project Storage AF - Donnellis & Beardsley



WESTERN PRICE SURVEY

[7] Natural Gas Supplies Disrupted Across Region; Energy Prices Move Higher

Natural gas supply disruptions were the theme in the western United States this week, with ongoing maintenance of facilities and pipeline infrastructure reducing supplies.

In California, natural gas supplies were down by 0.6 Bcf per day, or roughly 8 percent, week over week, according to the U.S. Energy Information Administration. The amount of natural gas transported from the Desert Southwest to southern California hubs dropped by 0.3 Bcfd week over week. The EIA attributed this to decreased Permian Basin production and maintenance on the El Paso Natural Gas Co. system, which moves Permian gas to southern California.

Aliso Canyon natural gas storage continues to be shut in for maintenance, which is anticipated to end Oct. 13. Additional Southern California Gas Co. maintenance is scheduled to start Oct. 14.

Maintenance issues were reported on the Northwest Pipeline, which delivers natural gas from Canada and the Rockies into the western U.S., as well as on TC Energy's Gas Transmission Northwest pipeline, which connects the Sumas hub with the Pacific Gas & Electric service area. Sumas was one of two hubs to post lower prices this week, falling by 79 cents to \$1.37/MMBtu in Sept. 28 to Oct. 5 trading.

The amount of natural gas used for power generation in the region eroded by about 6 percent week over week.

Western natural gas prices generally gained value in trading, with SoCal CityGate values jumping \$4.54 to \$7.53/MMBtu.

Also gaining value were Western peak power prices. North of Path 15 jumped by \$31 to \$69.15/MWh. Off-peak power values followed suit, with North and South of Path 15 up \$20.40 to \$58.75/MWh each.

Demand on the California Independent System Operator grid reached 36,207 MW Oct. 5, but the week's high was expected Oct. 6, when use was forecast to reach 36,515 MW.

In September, the average high peak price at Henry Hub was \$2.82/MMBtu, \$6.43 less than in 2022 (see "Price Trends," next page).

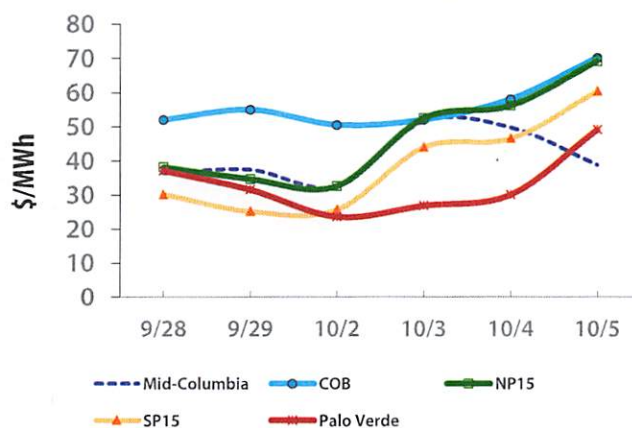
Western hub values dropped by between roughly \$6 and as much as \$10 year over year. SoCal Border natural gas peaked at \$13.63/MMBtu in 2022.

Average Western peak power prices for September lost considerable value—as much as \$843—compared with the year prior, when extreme heat sent prices soaring.

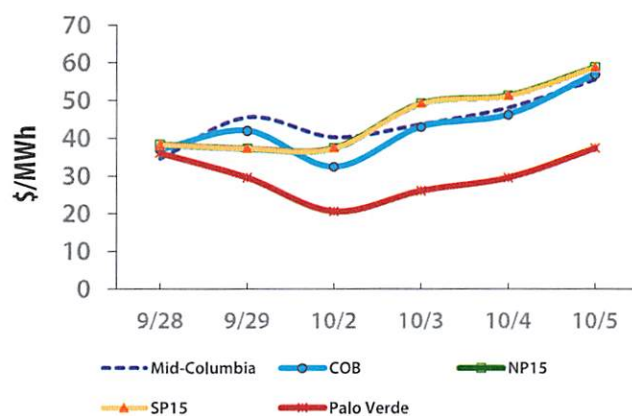
Also, Energy GPS estimates average daily CAISO battery dispatch was slightly more than 3 GW in September. A new daily peak of about 5.2 GW was recorded Sept. 24. "It was a sign of both the growth of the fleet, as well as the conditions of the day," analysts said in an Oct. 4 note.

Records continue to be broken as more battery capacity is added. The prior record of 4.75 GW was reported in August. —**Linda Dailey Paulson**

Average Peak Power Prices
Thurs., 09/28 - Thurs., 10/05



Average Off-Peak Prices
Thurs., 09/28 - Thurs., 10/05



Average Natural Gas Prices (\$/MMBtu)

| | Thurs. 09/28 | Tues. 10/03 | Thurs. 10/05 |
|----------------|--------------|-------------|--------------|
| Henry Hub | 2.75 | 2.74 | 2.95 |
| Sumas | 2.16 | 2.45 | 1.37 |
| Alberta | 2.45 | 2.37 | 1.66 |
| Malin | 2.18 | 2.44 | 2.76 |
| Opal/Kern | 2.17 | 2.48 | 2.63 |
| Stanfield | 2.21 | 2.43 | 2.68 |
| PG&E CityGate | 3.25 | 4.61 | 5.23 |
| SoCal Border | 2.15 | 2.80 | 3.41 |
| SoCal CityGate | 2.99 | 6.04 | 7.53 |
| EP-Permian | 1.75 | 1.89 | 2.49 |
| EP-San Juan | 2.11 | 2.37 | 2.67 |

Power/gas prices courtesy Enerfax

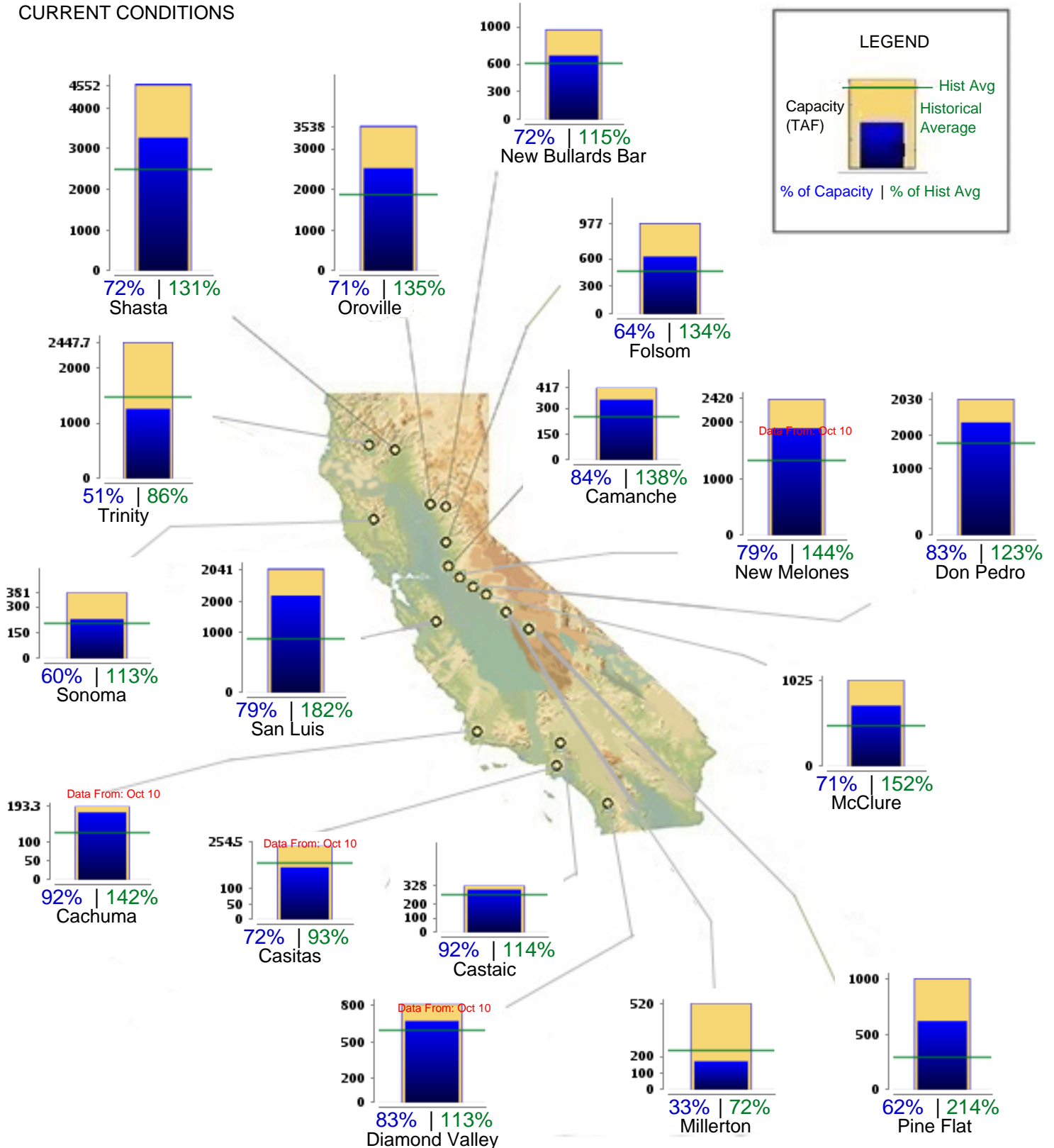


CURRENT RESERVOIR CONDITIONS

CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - October 11, 2023

CURRENT CONDITIONS





1617 S. Yosemite Avenue • Oakdale, CA 95361 • Phone: (209) 847-6300 • Fax: (209) 847-1925

October 11, 2023

Tri Dam Project
Summer Nicotero
P.O. Box 1158
Pinecrest, CA 95364

Re: September 2023 Invoices

Dear Miss Nicotero:

Enclosed are invoices for consulting services provided by FISHBIO during September. Services provided for each project are summarized below.

Non-Native Investigation/ Predator Study

Effort during September continued to focus on data management and processing samples collected for analysis of this year's data. Also during September, the first manuscript presenting results from the study was accepted for publication. This paper entitled "Diets of native and non-native piscivores in the Stanislaus River, California under contrasting hydrologic conditions" will be published in the December edition of San Francisco Estuary and Watershed Science.

O. mykiss Census

During September we conducted the annual *O. mykiss* census. Abundance estimates have not yet been generated, but observations suggest relatively high abundance of *O. mykiss* this year as well as many over-summering juvenile Chinook salmon.

Stock-recruit Analysis

During September we began developing the report summarizing the findings of the stock-recruit analysis that has been completed.



1617 S. Yosemite Avenue • Oakdale, CA 95361 • Phone: (209) 847-6300 • Fax: (209) 847-1925

Budget Summary

| 2023 | <i>RST Monitoring</i> | <i>Non-natives</i> | <i>O. mykiss Census</i> | <i>Stock-recruit</i> | <i>Total</i> |
|---------------------------|-----------------------|----------------------|-----------------------------|----------------------|----------------------|
| <i>Jan</i> | \$ 18,005.00 | \$ 25,460.00 | \$ - | \$ 2,182.50 | \$ 45,647.50 |
| <i>Feb</i> | \$ 23,655.85 | \$ 67,771.62 | \$ - | \$ 2,712.50 | \$ 94,139.97 |
| <i>Mar</i> | \$ 16,625.93 | \$ 69,349.50 | \$ - | \$ 1,360.00 | \$ 87,335.43 |
| <i>Apr</i> | \$ 16,800.77 | \$ 36,640.42 | \$ - | \$ 4,015.00 | \$ 57,456.19 |
| <i>May</i> | \$ 9,883.39 | \$ 42,236.12 | \$ - | \$ 14,345.00 | \$ 66,464.51 |
| <i>Jun</i> | \$ 5,379.89 | \$ 62,191.32 | \$ - | \$ 28,385.00 | \$ 95,956.21 |
| <i>Jul</i> | \$ - | \$ 18,410.36 | \$ - | \$ 4,360.00 | \$ 22,770.36 |
| <i>Aug</i> | \$ - | \$ 20,175.48 | \$ - | \$ 13,970.00 | \$ 34,145.48 |
| <i>Sep</i> | \$ - | \$ 8,225.00 | \$ 44,170.00 | \$ 3,245.00 | \$ 55,640.00 |
| TOTAL | \$ 90,350.83 | \$ 350,459.82 | \$ 44,170.00 | \$ 74,575.00 | \$ 559,555.65 |
| <i>Estimated 2023</i> | \$ 90,000.00 | \$ 450,000.00 | \$ 60,000.00 | \$ 165,000.00 | \$ 765,000.00 |
| <i>Remaining</i> | \$ (350.83) | \$ 99,540.18 | \$ 15,830.00 | \$ 90,425.00 | \$ 205,444.35 |

Sincerely,

Andrea Fuller

SJB September Field Report

Fall-run Adult Migration Monitoring

Adult fall-run Chinook salmon monitoring is underway on the Stanislaus and Tuolumne. The Stanislaus weir began operating on September 6. A total of ten Chinook salmon passed upstream of the weir during the month. Three ad-clipped (indicating hatchery origin) *O. mykiss* were observed during September. All three of the fish were greater than 16 inches.

The Tuolumne River weir began operating September 12 (Figure 1). Five salmon passed the Tuolumne River weir during the month.

The first Chinook salmon redd survey was conducted on the Tuolumne River on September 21 near La Grange Dam, and zero redds were observed. Redd surveys will continue bi-weekly through most of the spawning period but will increase to weekly during peak spawning. CDFW did not report any early spawning in the Tuolumne River like that observed during the two years prior.

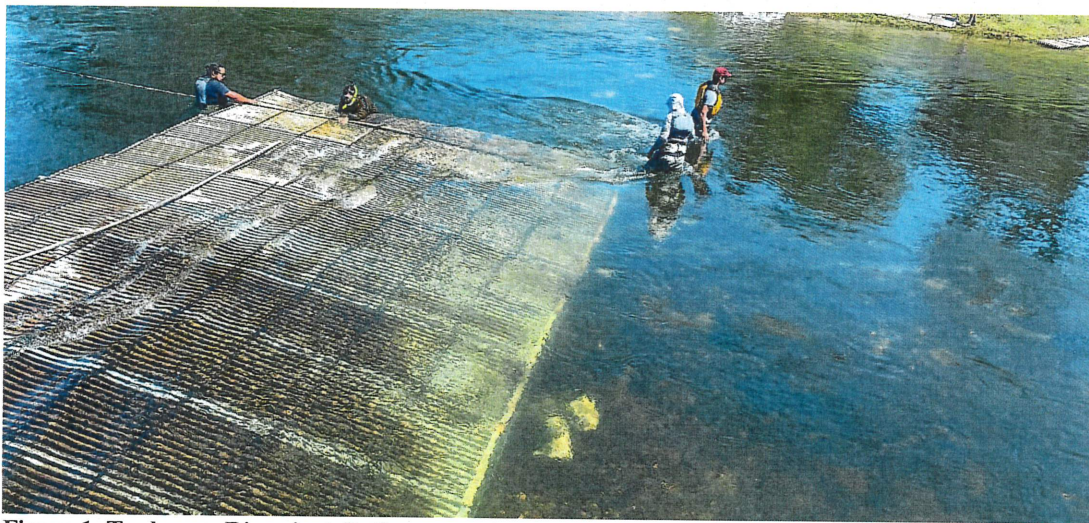


Figure 1. Tuolumne River installation.

Fall pulse flows on the Stanislaus River began on October 5 and will consist of four peaks of 1,500 cfs over the next four weeks (Figure 2). Similar to last year, the shape of this year's fall pulse will allow CDFW to conduct carcass surveys during the first part of each week when flows are reduced to levels feasible for the surveys. Base flows of 200 cfs will resume following the pulse period and will continue for remainder of the year.

The Tuolumne River pulse also began on October 5 but will only consist of two peaks and will occur over a two-week period (Figure 3). The first peak occurred on October 6 (1,010 cfs) and a similar peak is scheduled to occur on October 12. Base flows prior to the pulse

were near 550 cfs to evacuate enough water to get under the TOC levels for October 1. Following the pulse period base flows are expected to be 300 cfs for remainder of the year.

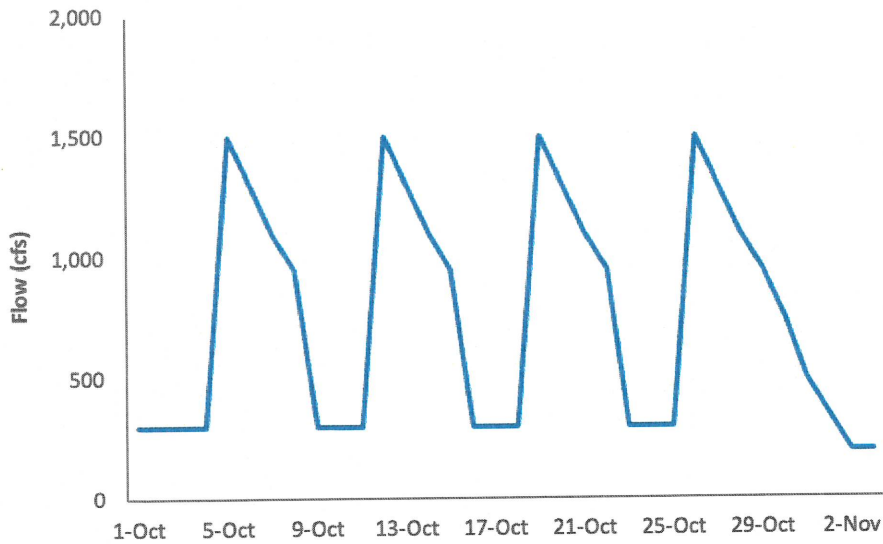


Figure 2. Stanislaus River fall pulse flow schedule, 2023.

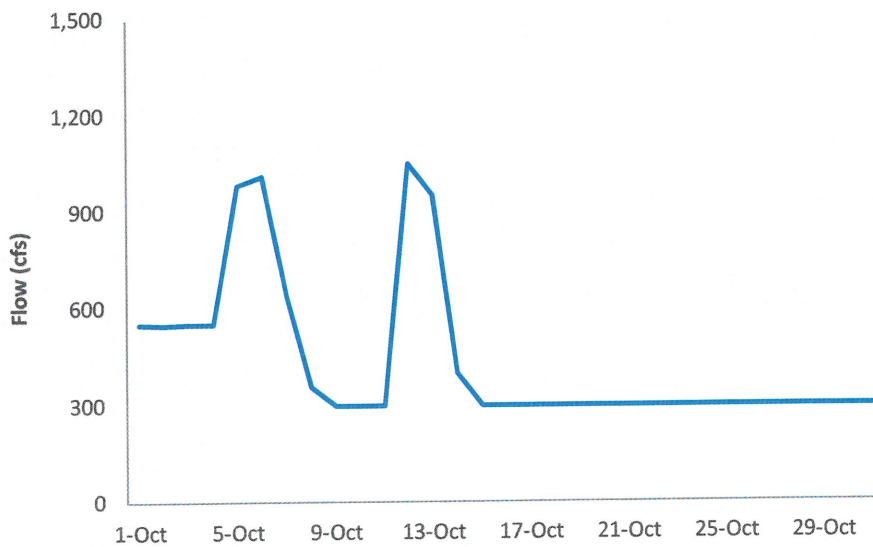


Figure 3. Tuolumne River fall pulse flow schedule, 2023.

Summer Snorkel Surveys

O. mykiss summer snorkel surveys were conducted in the Stanislaus River September 8-20 and in the Tuolumne River September 25-October 3. Data is currently being analyzed and abundances will be calculated for both rivers in the coming months. High numbers of juvenile Chinook salmon were observed holding over in both rivers this year.

TRI-DAM

POWER

AUTHORITY

REGULAR BOARD MEETING
AGENDA
TRI-DAM POWER AUTHORITY
of THE OAKDALE IRRIGATION DISTRICT and
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT
OCTOBER 19, 2023
Start time is immediately following the Tri-Dam Project meeting
which begins at 9:00 AM

South San Joaquin Irrigation District
11011 Highway 120
Manteca, CA 95336

A COMPLETE COPY OF THE AGENDA PACKET WILL BE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE (www.oakdaleirrigation.com) ON MONDAY, OCTOBER 16, 2023 AT 9:00 A.M. ALL WRITINGS THAT ARE PUBLIC RECORDS AND RELATE TO AN AGENDA ITEM WHICH ARE DISTRIBUTED TO A MAJORITY OF THE BOARD OF DIRECTORS LESS THAN 72 HOURS PRIOR TO THE MEETING NOTICED ABOVE WILL BE MADE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE (www.oakdaleirrigation.com).

Members of the public who wish to attend and participate in the meeting remotely, as opposed to in-person, can do so via internet at <https://ssjid.zoom.us/j/98120276218> or by telephone, by calling 1 (669) 900-6833, Meeting ID: 981-2027-6218, Password: 700546. All speakers commenting on Agenda Items are limited to five (5) minutes.

Members of the public may also submit public comments in advance by e-mailing dbarney@ssjid.com by 4:30 p.m., Wednesday, October 18, 2023.

In compliance with the Americans with Disabilities Act, a person requiring an accommodation, auxiliary aid, or service to participate in this meeting should contact the Executive Assistant at (209) 249-4623, as far in advance as possible but no later than 24 hours before the scheduled event. Best efforts will be made to fulfill the request.

CALL TO ORDER

ROLL CALL: John Holbrook, Dave Kamper, David Roos, Glenn Spyksma, Mike Weststeyn, Brad DeBoer, Herman Doornenbal, Tom Orvis, Linda Santos, Ed Tobias

PUBLIC COMMENT

CONSENT CALENDAR

ITEMS 1 – 3

Matters listed under the consent calendar are considered routine and will be acted upon under one motion. There will be no discussion of these items unless a request is made to the Board President by a Director or member of the public. Those items will be considered at the end of the consent items.

1. Approve the regular board meeting minutes of September 21, 2023.
2. Approve the Financial Statements of the eight months ending August 31, 2023.
3. Approve the September statement of obligations.

ADJOURNMENT**ITEMS 4 - 5**

4. Commissioner Comments.
5. Adjourn to the next regularly scheduled meeting.

BOARD AGENDA REPORT

Date: 10/19/2023
Staff: Genna Modrell

SUBJECT: Tri-Dam Power Authority September 2023 Minutes

RECOMMENDED ACTION: Review and possible approval of September 21, 2023 Minutes

BACKGROUND AND/OR HISTORY:

Draft minutes attached.

FISCAL IMPACT: None

ATTACHMENTS: Draft minutes attached.

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

**TRI-DAM POWER AUTHORITY
MINUTES OF THE JOINT BOARD
OF COMMISSIONERS REGULAR MEETING**

September 21, 2023
Oakdale, California

The Commissioners of the Tri-Dam Power Authority met at the office of the Oakdale Irrigation District in Oakdale, California, on the above date for the purpose of conducting business of the Tri-Dam Power Authority, pursuant to the resolution adopted by each of the respective Districts on October 14, 1984.

President Spyksma called the meeting to order at 10:22 a.m.

OID COMMISSIONERS

SSJID COMMISSIONERS

COMMISSIONERS PRESENT:

ED TOBIAS
BRAD DE BOER
TOM ORVIS
LINDA SANTOS

GLENN SPYKSMA
MIKE WESTSTEYN
DAVID KAMPER

Also Present:

Summer Nicotero, General Manager, Tri-Dam Project; Scot A. Moody, General Manager, Oakdale Irrigation District; Sharon Cisneros, Chief Financial Officer, Oakdale Irrigation District; Genna Modrell, Finance Asst., Tri-Dam Project; Peter Rietkerk, General Manager, SSJID; Brandon Nakagawa, Water Resources Coordinator, SSJID; Mia Brown, Counsel, SSJID

PUBLIC COMMENT

No public comment.

CONSENT CALENDAR

- ITEM #1 Approve the regular board meeting minutes of August 17, 2023.**
- ITEM #2 Approve the Financial Statements of the seven months ending July 31, 2023.**
- ITEM #3 Approve the August statement obligations.**

Commissioner Santos moved to approve items one, two and three under the consent calendar as presented. Commissioner Weststeyn seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Santos, Tobias, Kamper, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Holbrook, Doornenbal, Roos

ACTION ITEMS

ITEM #4 Discussion and possible to action to authorize the purchase of materials for replacement of the Sandbar Bridge driving surface and labor expenses, to include a capital budget amendment authorization.

Commissioner Santos moved to approve as presented. Commissioner Weststeyn seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Santos, Tobias, Kamper, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Holbrook, Doornenbal, Roos

ITEM #5 Commissioner Comments

None.

ADJOURNMENT

President Spyksma adjourned the meeting at 10:26 a.m.

The next Board of Commissioners meeting is scheduled for October 19, 2023, at the offices of South San Joaquin Irrigation District immediately following the Tri-Dam Project meeting, which commences at 9:00 a.m.

ATTEST:

Summer Nicotero, Secretary
Tri-Dam Power Authority

DRAFT

BOARD AGENDA REPORT

Date: 10/19/2023
Staff: Sharon Cisneros

SUBJECT: Tri-Dam Power Authority Financial Statements for the Eight Months ending August 31, 2023

RECOMMENDED ACTION: Approve the Financial Statements for the Eight Months ending August 31, 2023

BACKGROUND AND/OR HISTORY:

As of the financial statement date of August 31, 2023, the Tri-Dam Power Authority (TDPA) cash increased by \$2.9M over the prior year primarily due to an increase in power sales of \$3.4M offset by higher distributions in January of 2023. Reserve funds in investments total just over \$1.1M.

TDPA has realized 164.5% of its annual budgeted operating revenues for 2023, and utilized 63.2% of its budgeted operating expenses.

Further details are available in the attachments.

FISCAL IMPACT: none

ATTACHMENTS: Financial Statements 08/31/2023 (unaudited)

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

Tri-Dam Power Authority

Statement of Net Position

August 31, 2023
(unaudited)

| | 2023 | 2022 |
|---|----------------------|----------------------|
| Assets | | |
| Cash | \$ 7,999,394 | \$ 5,054,869 |
| Investments | 1,118,718 | 1,086,803 |
| Accounts Receivable | 951,917 | 86,641 |
| Prepaid Expenses | - | 25,034 |
| Inventory | 5,424 | 5,424 |
| Capital Assets | 45,390,787 | 45,175,608 |
| Accumulated Depreciation | (23,261,018) | (22,707,401) |
| Total Assets | 32,205,222 | 28,726,978 |
| Liabilities | | |
| Accounts Payable | 228 | - |
| Due to Tri-Dam Project | 463,420 | 23,298 |
| Total Liabilities | 463,648 | 23,298 |
| Net Position | | |
| Net Position - Beginning of Year | 29,672,949 | 26,362,998 |
| Distributions | (4,400,000) | (800,000) |
| YTD Net Revenues | 6,468,625 | 3,140,682 |
| Total Net Position | 31,741,574 | 28,703,680 |
| Total Liabilities and Net Position | \$ 32,205,222 | \$ 28,726,978 |



Tri-Dam Power Authority

Statement of Revenues and Expenses

Period Ending August 31, 2023

| | MTD Budget | MTD Actual | MTD Budget Variance | Budget Variance % | Prior Year MTD Actual | Prior Year MTD Var | Prior Year Variance % |
|--|-------------------|-------------------|------------------------|----------------------|--------------------------|-----------------------|--------------------------|
| Operating Revenues | | | | | | | |
| 1 Power Sales | \$ 375,000 | \$ 951,917 | \$ 576,917 | 153.8% | \$ 86,641 | \$ 865,276 | 998.7% |
| 2 Other Operating Revenue | - | - | - | - | - | | - |
| 3 Total Operating Revenues | <u>375,000</u> | <u>951,917</u> | <u>576,917</u> | <u>153.8%</u> | <u>86,641</u> | <u>865,276</u> | <u>998.7%</u> |
| Operating Expenses | | | | | | | |
| 4 Salaries and Wages | 30,667 | 33,063 | 2,396 | 7.8% | 17,320 | 15,743 | 90.9% |
| 5 Benefits and Overhead | 21,100 | 12,265 | (8,835) | -41.9% | 5,803 | 6,462 | 111.4% |
| 6 Operations | 892 | 728 | (164) | -18.4% | 309 | 419 | 135.6% |
| 7 Maintenance | 6,542 | 969 | (5,573) | -85.2% | 4,019 | (3,050) | -75.9% |
| 8 General & Administrative | 27,708 | 205,966 | 178,258 | 643.3% | 25,273 | 180,693 | 715.0% |
| 9 Depreciation Expense | 41,250 | 6,391 | (34,859) | -84.5% | 40,880 | (34,489) | -84.4% |
| 10 Total Operating Expenses | <u>128,158</u> | <u>259,382</u> | <u>131,224</u> | <u>102.4%</u> | <u>93,604</u> | <u>165,778</u> | <u>177.1%</u> |
| 11 Net Income From Operations | 246,842 | 692,535 | 445,693 | 180.6% | (6,963) | 699,498 | -10045.9% |
| Nonoperating Revenues (Expenses) | | | | | | | |
| 12 Investment Earnings | 708 | 186 | (522) | -73.7% | 5 | 181 | 3620.0% |
| 13 Gain/(Loss) on Asset Disposal | - | - | - | - | - | - | 0.0% |
| 14 Other Income | - | - | - | | - | | |
| 15 Total Nonoperating Revenues (Expenses) | <u>708</u> | <u>186</u> | <u>(522)</u> | <u>-73.7%</u> | <u>5</u> | <u>181</u> | <u>3620.0%</u> |
| 16 Net Revenues | <u>\$ 247,550</u> | <u>\$ 692,721</u> | <u>\$ 445,171</u> | <u>179.8%</u> | <u>\$ (6,958)</u> | <u>\$ 699,679</u> | <u>-10055.7%</u> |



Tri-Dam Power Authority

Statement of Revenues and Expenses

Period Ending August 31, 2023

| | YTD Budget | YTD Actual | YTD Budget Variance | Budget Variance % | Prior Year Actual | Prior Year Variance | Prior Year Variance % |
|--|---------------------|---------------------|------------------------|----------------------|----------------------|------------------------|--------------------------|
| 1 Operating Revenues | | | | | | | |
| 2 Power Sales | \$ 3,000,000 | \$ 7,403,314 | \$ 4,403,314 | 146.8% | \$ 3,990,391 | \$ 3,412,923 | 85.5% |
| 3 Other Revenue | - | - | - | - | - | - | - |
| 4 Total Operating Revenues | <u>3,000,000</u> | <u>7,403,314</u> | <u>4,403,314</u> | <u>146.8%</u> | <u>3,990,391</u> | <u>3,412,923</u> | <u>86%</u> |
| 5 | | | | | | | |
| 6 Operating Expenses | | | | | | | |
| 7 Salaries and Wages | 245,333 | 169,728 | (75,605) | -30.8% | 178,963 | (9,235) | -5.2% |
| 8 Benefits and Overhead | 168,800 | 60,909 | (107,891) | -63.9% | 64,346 | (3,437) | -5.3% |
| 9 Operations | 7,133 | 7,579 | 446 | 6.2% | 2,133 | 5,446 | 255.3% |
| 10 Maintenance | 52,333 | 3,514 | (48,819) | -93.3% | 10,501 | (6,987) | -66.5% |
| 11 General & Administrative | 221,667 | 438,073 | 216,406 | 97.6% | 179,309 | 258,764 | 144.3% |
| 12 Depreciation Expense | 330,000 | 291,888 | (38,112) | -11.5% | 227,038 | 64,850 | 28.6% |
| 13 Total Operating Expenses | <u>1,025,267</u> | <u>971,691</u> | <u>(53,576)</u> | <u>-5.2%</u> | <u>662,290</u> | <u>309,401</u> | <u>46.7%</u> |
| 14 | | | | | | | |
| 15 Net Income From Operations | 1,974,733 | 6,431,623 | 4,456,890 | 225.7% | 3,328,101 | 3,103,522 | 93.3% |
| 16 | | | | | | | |
| 17 Nonoperating Revenues (Expenses) | | | | | | | |
| 18 Investment Earnings | 5,667 | 37,002 | 31,335 | 553.0% | (462) | 37,464 | -8109.1% |
| 19 Gain/(Loss) on Asset Disposal | - | - | - | - | (100,000) | 100,000 | -100.0% |
| 20 Other Income | - | - | - | - | - | - | - |
| 21 Total Nonoperating Revenues (Expenses) | <u>5,667</u> | <u>37,002</u> | <u>31,335</u> | <u>553.0%</u> | <u>(100,462)</u> | <u>137,464</u> | <u>-136.8%</u> |
| 22 | | | | | | | |
| 23 Net Revenues | <u>\$ 1,980,400</u> | <u>\$ 6,468,625</u> | <u>\$ 4,488,225</u> | <u>226.6%</u> | <u>\$ 3,227,639</u> | <u>\$ 3,240,986</u> | <u>100.4%</u> |
| 24 | | | | | | | |

**Tri-Dam Authority
Capital Expenditures
Period ending August 31, 2023**

| Account Number | Project & Purchase Description | Amended Budget 2023 | 2023 Actual Expenditures | Remaining Budget |
|----------------------|---------------------------------------|------------------------|-----------------------------|---------------------|
| 1 2-8-21-01-69901 | Graphex Operator Interface | \$ 20,000 | | \$ 20,000 |
| 3 2-8-05-23-61001 | Sandbar PH 51E Mechanical Relay Replc | 25,000 | | 25,000 |
| 4 2-8-05-13-61301 | Sandbar PH 115kV Pole Replace/Repair | 750,000 | | 750,000 |
| 5 2-8-05-23-61002 | Sandbar PH Bridge Board Repair | 100,000 | | 100,000 |
| 6 2-8-05-23-61003 | Sandbar PH Flowmeter | 150,000 | 28,220 | 121,780 |
| 7 2-8-05-35-63201 | Upgrade SCADA RTU/RTAC | 35,000 | | 35,000 |
| Total Capital | | \$ 1,080,000 | \$ 28,220 | \$ 1,051,780 |

BOARD AGENDA REPORT

Date: 10/19/2023
Staff: Genna Modrell

SUBJECT: Tri-Dam Power Authority September Statement of Obligations

RECOMMENDED ACTION: Recommend Approval of the September Statement of Obligations

BACKGROUND AND/OR HISTORY:

Submitted for approval is the September Statement of Obligations for Tri-Dam Power Authority.

FISCAL IMPACT: See Attachments

ATTACHMENTS: Tri-Dam Power Authority Statement of Obligations

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

Tri-Dam Power Authority

Statement of Obligations

September 1, 2023 to September 30, 2023

**TRI-DAM POWER AUTHORITY
STATEMENT OF OBLIGATIONS**

Period Covered
September 1, 2023 to September 30, 2023

Total Obligations: **9** **checks** **in the amount of** **\$3,873.81**
(See attached Vendor Check Register Report)

CERTIFICATION

OAKDALE IRRIGATION DISTRICT

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

Thomas D. Orvis

John Holbrook

Ed Tobias

Dave Kamper

Linda Santos

David Roos

Herman Doornenbal

Glenn Spyksma

Brad DeBoer

Mike Weststeyn

To: Peter Rietkerk, SSJID General Manager:

THE UNDERSIGNED, EACH FOR HIMSELF, CERTIFIES THAT HE IS PRESIDENT OR SECRETARY OF THE TRI-DAM POWER AUTHORITY; THAT THE AMOUNTS DESIGNATED ABOVE HAVE BEEN ACTUALLY, AND NECESSARILY AND PROPERLY EXPENDED OR INCURRED AS AN OBLIGATION OF THE TRI-DAM POWER AUTHORITY FOR WORK PERFORMED OR MATERIALS FURNISHED FOR OPERATIONS AND MAINTENANCE OF THE SAND BAR PROJECT; THAT WARRANTS FOR PAYMENT OF SAID AMOUNTS HAVE BEEN DRAWN ON THE SAND BAR PROJECT O & M CHECKING ACCOUNT AT OAK VALLEY COMMUNITY BANK, SONORA, CALIFORNIA.

TRI-DAM POWER AUTHORITY
PRESIDENT,

TRI-DAM POWER AUTHORITY
SECRETARY,

Glenn Spyksma, President Date

Summer Nicotero, Secretary Date

Authority

September Checks



| Check | Vendor No | Vendor | Date | Description | Amount |
|---------------|-----------|--------------------------------|------------|-------------------------|-------------|
| 208368 | 11379 | Foust Heat Air Refrigeration | 09/07/2023 | Repl. A/C control board | 1,033.00 |
| 208369 | 10320 | General Supply Co. | 09/07/2023 | | 31.29 |
| 208370 | 11343 | Tim O'Laughlin, PLC | 09/07/2023 | | 270.00 |
| 208371 | 10632 | Slakey Brothers Inc. | 09/07/2023 | | 170.87 |
| 208372 | 11382 | Aerial and Crane Experts, Inc. | 09/20/2023 | | 700.00 |
| 208373 | 10333 | Grainger Inc. W. W. | 09/20/2023 | | 240.24 |
| 208374 | 10439 | McMaster-Carr Supply Co. | 09/20/2023 | | 552.01 |
| 208375 | 11346 | Mersen USA PTT Corp. | 09/20/2023 | | 861.01 |
| 208376 | 10749 | UPS | 09/20/2023 | | 15.39 |
| Report Total: | | | | | \$ 3,873.81 |