

**RECLAMATION DISTRICT NO. 2119**

3121 West March Lane, Ste. 100

Trustees  
Eugene Muzio  
Nelson E. Bahler  
Alvin Cortopassi

P.O. Box 20  
Stockton, California 95201  
(209) 948-8200  
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Secretary and Attorney  
Daniel J. Schroeder  
Engineer  
Christopher H. Neudeck

**NOTICE & AGENDA OF MEETING  
OF THE BOARD OF TRUSTEES  
OF RECLAMATION DISTRICT NO. 2119**

**DATE: Wednesday, April 29, 2020**

**TIME: 4:00 p.m.**

**Coronavirus COVID-19**

**In accordance with the Governor’s Executive Order N-33-20, and for the period in which the Order remains in effect, Reclamation District 2119 Board Chambers will be closed to the public.**

**To accommodate the public during this period of time that the Board’s Chambers are closed to the public, Reclamation District 2119 Board of Trustees has arranged for members of the public to observe the meeting telephonically.**

**TO ATTEND BY TELECONFERENCE:  
Toll-Free Dial-In Number: (877) 778-1806  
CONFERENCE ID 891949**

*Once connected, we request you kindly mute your phone*

Call to Order

Roll Call

Agenda Items

1. Public Comment. Under Government Code Section 54954.3, members of the public may address the Board on any issue in the District’s jurisdiction. The public may address any item on the agenda as it is taken up.
2. Consider for approval minutes of Board’s meeting dated November 18, 2019.
3. Consideration and approval of Resolution 2020-01 Approving and Authorizing Execution of Agreement to Become Party to the Amended Joint Powers Agreement Creating the California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority

*This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code §54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact Daniel Schroeder at 209/948-8200 during regular business hours, at least twenty-four hours prior to the time of the meeting.*

4. Consideration and approval of Resolution 2020-02 Establishing a Best Fiscal Practices Policy.
5. Engineer's Report. Request for directions and approvals.
6. District Calendar. Discussion and direction.
7. Payment of Bills.
8. Adjournment.

**AGENDA PACKET  
RECLAMATION DISTRICT 2119  
April 29, 2020**

<b><u>ITEM</u></b>	<b><u>COMMENTARY</u></b>
1.	Self-explanatory.
2.	Please see attached.
3.	Please see attached.
4.	Please see attached.
5.	Self-explanatory.
6.	Please see attached.
7.	Self-explanatory.
8.	Please see attached.

# ITEM 2

**Minutes of Meeting of  
Reclamation District 2119  
Held on November 18, 2019**

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The meeting of the Board of Trustees of Reclamation District 2119 was held at 9:00 a.m. on November 18, 2019, at 3121 W. March Lane, Suite 100, Stockton, California 95219.

**Call to Order:** The meeting was called to order at 9:03 a.m.

**Roll Call:** Present were President Eugene Muzio, Trustee Alvin Cortopassi , and Trustee Nelson Bahler. Also present was Daniel J. Schroeder, District Secretary and Counsel, Andy Pinasco, and Chris Neudeck, District Engineer.

**Item No. 1:** Public Comment. None.

**Item No. 2:** Approval of Minutes. Mr. Schroeder reviewed the minutes of the meetings of March 18, 2019 and August 12, 2019, with the Trustees. The minutes of the March 18, 2019 and August 12, 2019 meetings were approved unanimously by the Trustees present on a motion by Trustee Bahler, seconded by President Muzio.

**Item No. 3:** Financial Report. Mr. Schroeder reviewed the written financial report provided to the Trustees and explained that next year staff will present a capital and operations and maintenance budget for the board to consider.

b. Adopt Resolution 2019-03 Certifying Assessments to be Collected and Establishing a Procedure for Collection. Mr. Schroeder reviewed the purpose of the resolution with the Trustees. Resolution 2019-03 was adopted unanimously by the Trustees present on a motion by President Mendelson, seconded by Trustee Marsh.

**Item No. 4:** General Election. Mr. Schroeder reported on the process to fill the two Trustee positions that were up for election this year. Since only one nomination petition was received, the County Board of Supervisors will fill the second position pursuant to law. Mr. Schroeder explained that the County usually appreciates a recommendation on who they should appoint from the reclamation district trustees. The Trustees directed that staff send a letter to the Board of Supervisors requesting that they appoint President Muzio to one position as the only person who submitted a petition for nomination and appoint Trustee Bahler to the second position which a petition was not received by the District by unanimous vote of the Trustees present on a motion by President Muzio, seconded by Trustee Cortopassi.

**Item No. 5:** Consideration and approval of Resolution 2019-01 approving and authorizing execution of Delta Levee Maintenance Subventions Program Work Agreement for Fiscal Year 2019-2020. Mr. Schroeder explained the process for participating in the program and the requirements of executing an annual program agreement. Resolution 2019-01 was adopted by unanimous vote of the Trustees present on a motion by Trustee Cortopassi, seconded by President Muzio.

**Item No. 6:** Consideration and approval of Resolution 2019-02 authorizing and directing filing of Notice of Exemption for Routine Maintenance for Fiscal Year 2019-2020. Mr. Schroeder reported on the purpose of the resolution and the exemption. Resolution 2019-02 was adopted unanimously by the Trustees present on a motion by Trustee Cortopassi, seconded by President Muzio.

**Item No. 7:** Consideration and approval of Resolution 2019-03 authoring the District Secretary to make payment of PG&E bills from District Bank of Stockton checking account upon approval by the President of the Board of Trustees. Mr. Pinasco reviewed the purpose of the resolution with the Trustees. Resolution 2019-03 was adopted unanimously by the Trustees present on a motion by Trustee Cortopassi, seconded by President Muzio.

**Item No. 8:** Consideration and approval of Resolution 2019-04 setting priorities for decision making authority in event of emergency. Mr. Schroeder reviewed the purpose of the resolution with the Trustee and how the emergency decision making process would work. Resolution 2019-04 was adopted unanimously by the Trustees present on a motion by Trustee Cortopassi, seconded by President Muzio.

**Item No. 9:** Consideration and approval of Resolution 2019-05 delegating authority to approve temporary encroachment permits. Mr. Schroeder reviewed the issue regarding temporary encroachment permits and that the resolution would delegate that authority to the President and engineer to avoid having to call special meetings for a mostly ministerial act. Resolution 2019-05 was adopted unanimously by the Trustees present on a motion by Trustee Bahler, seconded by Trustee Cortopassi.

**Item No. 10:** Consideration and approval of Resolution 2019-06 certifying 2019-2020 assessments to be collected. Mr. Pinasco reviewed the recent assessment history with the Trustees. There was extensive discussion on the current and projected financial needs of the District and the effects of a reduction on different types of properties and setting as a target collection of assessments for 2019-2020 of no less than \$250,000. Resolution 2019-06 was adopted with a target collectable assessments of \$250,000.00 unanimously by the Trustees present on a motion by President Muzio, seconded by Trustee Bahler.

**Item No. 11:** Consideration and approval of Resolution 2019-07 establishing the regular meeting date and time. The Trustees discussed holding 2 meetings a year and decided on the 3<sup>rd</sup> Monday of October and April at 9:00 a.m. in the Law Offices of Neumiller & Beardslee. Resolution 2019-07 was adopted with two regular meeting dates of the 3<sup>rd</sup> Monday of October and April at 9:00 a.m. unanimously by the Trustees present on a motion by President Muzio, seconded by Trustee Bahler.

**Item No. 12:** PG&E Power Lines. Delegate authority to execute any agreements necessary to de-energize the PG&E power lines in the way of installing the pump station steel sheet piles. Mr. Pinasco and Mr. Neudeck reviewed the issue of timing with PG&E to de-energize the power lines next month in order to quickly complete the pump installation assuming there are no weather delays. The President was delegated authority

to execute any agreements necessary to de-energize the PG&E power lines in the way of installing the pump station steel sheet piles by unanimous vote of the Trustees present on a motion by President Muzio, seconded by Trustee Bahler.

**Item No. 13:** Engineers' Report; request for direction. Mr. Neudeck presented a written and oral report. He reported on the progress on installing a gate and barricade on Ten Mile Slough. He reported on the purchase of a storage container through the county explaining that the county will reimburse the districts for the cost each incurs in purchasing the container and emergency equipment/materials. He also reported on the north station rehabilitation and bulkhead installation.

**Item No. 14:** Calendar. Mr. Schroeder reviewed the upcoming calendar events with the Trustees and the purpose of the calendar for District business.

**Item No. 15:** Correspondence. There was no report on the correspondence attached to the agenda packet.

**Item No. 16:** Counsel's Report. None.

**Item No. 17:** Approval of Bills. Mr. Schroeder reported on the outstanding bills that had been received and the need for ratification of the bills paid during the last few months. The Trustees unanimously approved payment of and ratification of the attached bills on a motion by Trustee Cortopassi, seconded by Trustee Bahler.

**Item No. 18:** Adjournment. The meeting was unanimously adjourned at 10:29 a.m.

Respectfully submitted,

Daniel J. Schroeder, District Secretary

# ITEM 3



**RECLAMATION DISTRICT NO. 2119  
RESOLUTION 2020-01**

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF  
AGREEMENT TO BECOME PARTY TO THE AMENDED JOINT POWERS  
AGREEMENT CREATING THE CALIFORNIA ASSOCIATION OF MUTUAL WATER  
COMPANIES JOINT POWERS RISK AND INSURANCE MANAGEMENT  
AUTHORITY**

WHEREAS, the Board of Trustees (“Board”) of Reclamation District 2119 (“District”) has reviewed, and desires to enter into, that certain Agreement to Become a Party to the Amended Joint Powers Agreement Creating the California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority attached hereto as Exhibit A (“Agreement”), for the purpose of procuring property and liability insurance at the limits established in the proposal attached hereto as Exhibit B;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Agreement is approved, and the President of the Board is authorized and directed to execute the Agreement, and agrees to abide by the terms and conditions of that Agreement.

PASSED AND ADOPTED by the Board of Trustees of Reclamation District No. 2119 at a meeting thereof held on this 29<sup>th</sup> day of April, 2020, by the following vote, TO WIT:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

ABSENT: \_\_\_\_\_

RECLAMATION DISTRICT NO. 2119  
A Political Subdivision of the  
State of California

By: \_\_\_\_\_  
EUGENE MUZIO, President

ATTEST:

\_\_\_\_\_  
DANIEL J. SCHROEDER, Secretary

CERTIFICATION

I, DANIEL J. SCHROEDER, Secretary of Reclamation District No. 2119, do hereby certify that the foregoing is a full, true and correct copy of a resolution of Reclamation District No. 2119 duly passed and adopted at a regular meeting of the Board of Trustees thereof held on the 29<sup>th</sup> day of April, 2020.

Dated: \_\_\_\_\_, 2020.

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DANIEL J. SCHROEDER, Secretary  
Reclamation District No. 2119

# EXHIBIT A

**AGREEMENT TO BECOME A PARTY TO THE  
AMENDED JOINT POWERS AGREEMENT  
CREATING THE  
CALIFORNIA ASSOCIATION OF MUTUAL WATER COMPANIES  
JOINT POWERS RISK AND INSURANCE MANAGEMENT AUTHORITY**

\_\_\_\_\_ [insert name of company or district]  
(referred to as "Member") hereby agrees to become a party to the Amended Joint Powers Agreement Creating the California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority (the "Authority"), in the form attached hereto as Exhibit A, and agrees to abide by the terms and conditions of that agreement.

Member hereby represents that its action to become a party to the above-referenced agreement and to participate in the Authority has been duly authorized by action of its governing board taken at a duly called and noticed meeting.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ at  
\_\_\_\_\_, California.

\_\_\_\_\_  
[Company or District name]

By \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Amended Joint Powers Agreement  
Creating the  
California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority**

THIS AGREEMENT is made and entered into in the County of Los Angeles, State of California, by and among the Companies and Districts, as defined herein, organized and existing under the laws of the State of California, which are parties signatory to this Agreement and listed in Appendix "A," which is attached hereto and made a part hereof. Said Companies and Districts are sometimes referred to herein as "parties" or "Members."

**RECITALS**

WHEREAS, subdivision (a) of California Government Code Section 6525 authorizes a mutual water company and a public agency to enter into a joint powers agreement for the purpose of jointly exercising any power common to those contracting parties, and, effective January 1, 2016, subdivision (b)(1) of California Government Code Section 6525 provides that a mutual water company and a public agency may enter into a joint powers agreement for the purpose of risk-pooling in accordance with Government Code Section 990.8; and

WHEREAS, California Government Code Section 990 authorizes the self-insurance against tort liabilities and inverse condemnation by public entities and California Labor Code Section 3700 provides for self-insurance of liabilities imposed by Labor Code Section 3200, et seq.; and

WHEREAS, California Government Code Section 990.8 states that a mutual water company and a public agency may, by a joint powers agreement, provide coverage for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, the parties desire to establish a structure to provide such coverage products at contributions competitive with the insurance market and in a manner that alleviates risk through coverage products that are reinsured; and

WHEREAS, the parties to this Agreement desire to join together for the purpose of purchasing insurance or reinsurance at reduced rates and to provide technical support, continuing education, safety engineering, and operational and managerial advisory assistance to said parties in order to reduce risk liabilities and further the technical, managerial and financial capacity of those parties; and

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

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:

- (a) **"Association"** shall mean the California Association of Mutual Water Companies.
- (b) **"Auditor/Controller"** shall mean that person, designated by the Board of Directors who is required to draw, or cause to be drawn, checks, warrants, and electronic payments on behalf of the Authority.
- (c) **"Authority"** shall mean the California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority (CAMWC-JPRIMA) created by this Agreement.
- (d) **"Board of Directors" or "Board"** shall mean the governing body of the Authority.
- (e) **"Chief Executive Officer"** shall mean that employee or other agent of the Authority who is so appointed by the Board of Directors.
- (f) **"Company"** shall mean a mutual water company, as defined in California Corporations Code Section 14300, which is a "Regular Member" of the Association, as defined in Article III, Section 1(a) of the Association's Bylaws; or a ditch company that is formed and operates as a non-profit mutual benefit corporation under California law and is an "Affiliate Member" of the Association, as defined in Article III, Section 1(c) of the Association's Bylaws.
- (g) **"Director"** shall mean an individual elected by the Members to serve on the Authority's Board of Directors.
- (h) **"District"** shall mean any public agency that is an "Associate Member" or "Affiliate Member" of the Association, as defined in the Association's Bylaws.
- (i) **"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.
- (j) **"Finance and Audit Committee"** shall mean the committee of the Authority composed of financial staff of Members appointed by the Board President and ratified by the Board of Directors.
- (k) **"Fiscal Year"** shall mean the calendar year.
- (l) **"Insurance"** shall mean any Program of the Authority providing

coverage against losses to Members who are participants in the Program, regardless of the exact nature of the coverage to be provided by or on behalf of the Authority.

(m) **"Insurance Program Administrator"** shall mean the individual or firm retained by the Board of Directors to administer the Authority's Programs.

(n) **"Member"** shall mean any **"Company"** or **"District"** which is a signatory to this Agreement.

(o) **"Program"** or **"Programs"** means the specific type of Insurance as set forth in the terms, conditions and exclusions of any coverage documents for Insurance provided to a Member.

(p) **"Re-Insurance"** shall mean that insurance or reinsurance which may be purchased on behalf of the Authority and/or the Members to protect the funds of the Members against catastrophic losses.

(q) **"Secretary"** shall mean the person appointed by the Board of Directors to record or cause to be recorded, and keep or cause to be kept, at the principal executive office or such other place as the Board of Directors may order, a book of minutes of actions taken at all meetings of the Board of Directors.

(r) **"Services"** shall mean various services and programs offered from time to time or on an ongoing basis by or on behalf of the Authority to increase Members' technical, managerial and financial capacity, and to reduce risks of losses.

(s) **"Treasurer"** shall mean the person appointed by the Board of Directors to keep and maintain, or cause to be kept and maintained, adequate and correct financial records of the Authority and who will act as a liaison with the Authority's outside auditor in preparing the Authority's annual audit.

## **Article 2 — Purposes**

This Agreement is entered into by the Members pursuant to the provisions of California Government Code sections 990, 990.4, 990.8 and 6500 *et seq.*, in order to provide comprehensive and economical general liability, public liability, property damage, auto liability, boiler and machinery, directors' and officers' errors and omissions, employment practices, employee dishonesty, employee benefits liability coverage, workers' compensation coverage, and coverage for such other risks as the Board of Directors may determine from time to time; and to allow the Authority to undertake necessary administrative actions pursuant to Government Code Section 6525(a) in advance of the effective date of AB 656 on January 1, 2016.

Additional purposes are to reduce the amount and frequency of losses, to decrease the cost incurred by Members in the handling and litigation of claims and to assist the Members through the Services in building their technical, managerial and financial capacity. These purposes shall be accomplished through the exercise of the powers of such Members jointly in the creation of the Authority as a separate entity in accordance with applicable law.

It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date 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, subject to approval by the Board of Directors as set forth herein.

### **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 to this Agreement pursuant to Article 18. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Article 19 or Article 20, shall not be considered the completion of the purpose of this Agreement or affect this Agreement or such party's intent to contract as described above with the other parties to the Agreement then remaining. All parties to this Agreement must be either a Company or a District.

### **Article 4 — Term of Agreement**

This Agreement became effective January 1, 2016, and it shall continue 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 any initial contribution as the Board of Directors may determine. Any subsequent amendments to the Agreement shall be in accordance with Article 27 of this Agreement.

### **Article 5 — Creation of Authority**

Pursuant to Section 6500 *et seq.* of the California Government Code, there is hereby created a public entity separate and apart from the parties hereto, to be known as the California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority. Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall be solely its own, no District member shall be responsible for the underlying debts or liabilities of the Authority, and such debts, liabilities or obligations of the Authority shall not constitute debts, liabilities or obligations of any party to this Agreement or of any Company or District. Such Company and District Members shall be fully indemnified by the Authority against such debts, liabilities or obligations, to the extent permitted by law, specifically including Government Code Section 6525(b)(1). The Authority exists separately and apart from the Member Agencies.

The Authority is not an insurer, and the Programs offered by or on behalf of the Authority are to be interpreted in conformance with Government Code sections 990, 990.4, 990.8 and 6500 *et seq.* and contract law. The laws of insurance shall not apply.



## **Article 6 — Powers of Authority**

(a) The Authority shall have the powers common to Members and the powers set forth in Government Code Section 6525(b), and is hereby authorized to do all acts necessary for the exercise of said powers, including, but not limited to, any or all of the following:

- (1) To make and enter into contracts;
- (2) To incur debts, liabilities or obligations as necessary, including to finance any Programs and Services offered to Members;
- (3) To receive grants and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
- (4) To acquire, hold, lease or dispose of property, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
- (5) To employ agents and employees, and/or to contract for services rendered by such agents and employees;
- (6) To sue and be sued in its own name;
- (7) To exercise all powers and perform all acts as otherwise provided for in the Bylaws; and
- (8) To exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.

(b) Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law. In accordance with Government Code Section 6509, the foregoing powers shall be subject to the restrictions upon the manner of exercising such powers applicable to North of the River Municipal Water District.

## **Article 7 — Board of Directors**

(a) Subject to the limitations of this Agreement and the laws of the State of California, the Authority shall be governed by a Board of Directors which is hereby established and designated to administer this Agreement pursuant to Government Code Section 6506. 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 policies and procedures for that purpose and for the conduct of its meetings as it may deem proper.

(b) The Board of Directors shall be composed of between five (5) and nine (9) directors, as determined upon the formation of the Authority by the initial Members and thereafter determined by the Board of Directors from time to time. The initial Board of Directors shall be appointed by the original Members and upon expiration of that initial term, the directors shall be elected by the Members who have executed this Agreement, as it

may be amended. The terms of directors, procedures for election of directors and procedures for meetings 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.

(c) The Board of Directors shall meet as specified in the Bylaws. All meetings of the Board of Directors, 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 Sections 54950 *et seq.*

#### **Article 8 — Powers of the Board of Directors**

The Board of Directors of the Authority shall have the powers and functions as set forth in the Bylaws.

#### **Article 9 — Officers of the Authority**

The officers of the Authority shall be a President, Vice President, Chief Executive Officer, Secretary, Treasurer and Auditor/Controller, whose duties shall be as set forth in the Bylaws or as prescribed by applicable provisions of law. The position of Treasurer and Auditor/Controller may be held by the same person concurrently.

#### **Article 10 — Standing Committees**

The Bylaws shall establish standing committees deemed necessary for the management of the Authority. In addition to those standing committees established in the Bylaws, the Board of Directors may establish other standing or temporary committees from time to time, as provided in the Bylaws.

#### **Article 11 — Insurance Program Administrator and Other Staff**

(a) **Insurance Program Administrator.** The Board of Directors shall appoint an Insurance Program Administrator who shall be responsible for the general administration of the Authority's Programs and related activities as directed by the Board of Directors.

(b) **Legal Counsel.** The Board of Directors shall appoint an attorney at law who shall serve as general Legal Counsel to the Authority.

(c) **Other Staff.** The Board of Directors shall provide for such other staff of the Authority, to be hired by the Chief Executive Officer, as may be necessary for the efficient and productive administration and operation of the Authority.

#### **Article 12 — Insurance Coverage**

(a) The Authority shall provide for such types and levels of coverage for Programs as the Board of Directors, with the advice of the Authority's Advisory Committee, shall determine.

(b) The Programs provided for Members by or on behalf of the Authority may include protection for comprehensive and economical general liability, public liability, property damage, directors' and officers' errors and omissions, auto liability, boiler and machinery, employment practices, employee benefits liability coverage, workers' compensation, and/or coverage for other risks which the Board of Directors may determine to be advisable. The Board of Directors may arrange for the purchase of insurance or Reinsurance.

### **Article 13 — Accounts and Records**

(a) **Annual Budget.** The Board shall annually adopt an operating budget. As deemed appropriate by the Board of Directors, that budget may include separate budgets for individual Programs and individual types of Services to be provided to the Members.

(b) **Funds and Accounts.** The Treasurer shall establish and maintain such funds and accounts as required by the Board of Directors and as required by generally accepted accounting principles. Books and records of the Authority shall be open to any inspection at all reasonable times by authorized representatives of Members as otherwise required by law. Quarterly unaudited financial statements shall be produced and distributed to all Members. The Authority shall adhere to the standard of strict accountability set forth in Government Code Section 6505.

(c) **Financial Reports.** The Auditor-Controller shall present a complete written report of all financial and investment activities of the Authority for the most recently completed fiscal year to the Board of Directors and to all Members no later than ninety (90) days after completion of the Authority's fiscal year, and shall prepare quarterly reports as required under Government Code Section 53646, and such reports as are required by law.

(d) **Annual Audit.** The Auditor/Controller shall cause to be made by an outside certified public accountant experienced in local governmental agency auditing an annual audit of the accounts and records of the Authority, which audit shall conform to generally accepted auditing standards. Such report shall be presented to the Board of Directors for approval and concurrence. Costs of the audit shall be considered a general expense of the Authority.

### **Article 14 — Responsibility for Monies**

(a) The Auditor-Controller shall have the authority to delegate the signatory function of the Auditor-Controller to such persons as are authorized by resolution of the Board of Directors.

(b) The Auditor-Controller shall perform, and to the extent allowed by law, may cause to be performed, all duties set forth in Government Code Section 6505.5.

(c) A bond in an amount determined adequate by the Board of Directors shall be required of all officers and personnel authorized to disburse funds of the Authority. The premium for such bond shall be paid for by the Authority.

(d) The Treasurer of the Authority shall assume the duties described in California Government Code Section 6505.5, including:

- (1) Receive and acknowledge receipt for all money of the Authority and place it in the treasury of the Authority;
- (2) Be responsible upon his or her official bond for the safekeeping and disbursement of all of the Authority's money so held by him or her;
- (3) Pay, when due, out of money of the Authority so held by him or her, all sums payable on any outstanding bonds or other liabilities of the Authority;
- (4) Pay any other sums due from Authority money only upon checks, warrants, or electronic payments approved by the Chief Executive Officer or his or her designee. The checks, warrants, or electronic payments shall be reviewed by the President of the Board and either the Treasurer or the Chair of the Finance and Audit Committee.

#### **Article 15 — Services Provided by the Authority**

The Authority may provide, at the sole discretion of the Board of Directors, the following services to the Members:

- (a) Establish Programs through which Members shall procure coverage as necessary.
- (b) Assist each Member's designated risk manager with the implementation of that risk management function as it relates to risks faced by Members in their ordinary course of business.
- (c) Provide, or cause to be provided, the Services to Members, as well as loss prevention and safety consulting services, as required.
- (d) Review Member contracts to determine sufficiency of indemnity and Insurance provisions when requested.
- (h) Conduct risk assessments for each Member.
- (i) The Authority shall provide such other services and have such other responsibilities as deemed necessary by the Board of Directors.

## **Article 16 — Responsibilities of Members**

Members shall have the following responsibilities:

- (a) Each Member shall appoint an employee or other representative of the Member 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 program through a designated safety officer.
- (c) Each Member shall timely pay its contributions for any Programs.
- (e) Each Member shall cooperate fully with the Authority and any insurer or reinsurer under any Program in determining the causes of losses, in the settlement of losses and in any other matters relating to this Agreement.
- (f) Each 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.
- (g) Each Member shall comply with all Bylaws and policies and procedures adopted by the Board of Directors.
- (h) Each Member shall remain a “Regular Member,” “Affiliate Member” or “Associate Member,” as defined in the Association’s Bylaws and as applicable in relation to that Member’s entity status, in good standing of the Association.

## **Article 17 - Programs and Services**

The Authority may develop and implement Programs and provide Services the Authority deems necessary, advisable and beneficial to Members. The Authority, through the Board of Directors, shall use its best efforts to develop outside funding sources to avoid imposing on the Members any monetary obligations other than contributions to be paid as consideration for participation in the Programs. Each Member may apply for membership and participation in any Program conducted by the Authority and to receive any Service provided by the Authority, but acceptance in any Program shall be subject to the approval of the Insurance Program Administrator or the Board of Directors.

## **Article 18 — New Members**

The Authority shall allow new Members to join the Authority and participate in the Programs and receive the Services upon approval by the Board of Directors, and upon any conditions or limitations that the Board deems appropriate. Members entering under this Article may be required to pay their share of the Authority’s organizational expenses as determined by the Board of Directors. Any such new Member must be a “Regular

Member,” “Associate Member” or “Affiliate Member” of the Association, as may be applicable. Any new Member of the Authority must commit to membership for an initial term of three (3) years, subject to earlier withdrawal only in accordance with the provisions of Article 19, below.

#### **Article 19 — Withdrawal**

(a) A Member may withdraw as a party to this Agreement upon thirty (30) days' advance written notice to the Authority if it has never been a participant in any Program, or if it has withdrawn from all Programs in which it was a participant in accordance with subdivision (b), below; provided, however, that no Member may withdraw before the expiration of its initial three (3) year membership term unless: (i) there is an increase of fifteen percent (15%) or more in any single year in that Member's contribution(s) for any particular Program(s) that does not result from the Member's actions or misconduct; or (ii) the Insurance Program Administrator in place at the time the Member joined the Authority separates from the Authority for any reason, including, but not limited to, the Authority's termination of the Insurance Program Administrator's engagement with the Authority or the Insurance Program Administrator's resignation from the Authority.

(b) Subject to the provisions of subdivision (a), above, after becoming a participant in a Program, a Member may withdraw from that Program only at the end of a coverage year, or as may otherwise be allowed by the Board of Directors; and only if the Member has given the Authority at least six (6) months' advance written notice of that proposed withdrawal.

(c) A former Member who again desires to participate in an Authority Program after having withdrawn from that Program must again join the Authority as a new Member before it may participate in that Program. The terms of each Program shall determine whether any benefits will be held over from that Member's former status as a previous Program participant.

(d) A Member may not withdraw as a party to this Agreement nor as a member of the Authority until it has withdrawn from all of the Programs of the Authority.

(e) Notwithstanding any other provision of this Article 19, a District that is the only District that is a Member of the Authority at a particular time may not withdraw from the Authority until the first of the following occurs: (i) six (6) months have elapsed since that District has given the Authority written notice of its desire to withdraw; or (ii) the Authority has secured a written commitment from another District to join the Authority.

#### **Article 20 — Cancellation by Authority of Membership or Participation**

(a) Notwithstanding the provisions of Article 19, the Authority shall have the right to cancel any Member's participation in any Program upon a two-thirds vote of the Directors present at any Duly Constituted Board Meeting, provided that a reasonable time shall be afforded, at the discretion of the Board of Directors, to place coverage

elsewhere before that cancellation shall be effective. For purposes of this subdivision, a reasonable time shall consist of at least ninety (90) days' prior written notice, unless the cancellation results from a material increase in hazard as a result of the Member's operations, in which case at least ten (10) days' written notice shall be provided. Such cancellation shall not relieve the Member or former Member of its responsibilities as provided for in Article 21(b).

(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 and receiving any of the Services, shall cease and be canceled automatically at the end of the next complete coverage year for each Program and Service whenever such Member's membership in the Association ceases. Such automatic cancellation shall not relieve the Member or former Member of its responsibilities as provided for in Article 21(b).

(c) Notwithstanding any other provisions of this Agreement, the participation of any Member, including participation in any of the Authority's Programs and Services, may be canceled 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 cancellation shall not relieve the Member or former Member of its responsibilities as provided for in Article 21(b).

#### **Article 21 — Effect of Withdrawal or Cancellation**

(a) The withdrawal or cancellation of any Member from this Agreement shall not terminate the Agreement and a Member by withdrawing or being canceled shall not be entitled to payment or return of any contribution, consideration or property paid, or donated by the Member to the Authority, or to any distribution of assets, except as provided in Article 22(c).

(b) The withdrawal or cancellation of any Member after the effective date of any Program shall not terminate its responsibility to pay its share of the costs of that Program until all claims, or other unpaid liabilities, covering the Program period any part of which the Member was signatory thereto have been finally resolved

#### **Article 22 — Termination and Distribution**

(a) This Agreement may be terminated at any time by the written consent of three-fourths (3/4) of the Members, provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distributing assets and all other functions necessary to wind up the affairs of the Authority. This Agreement shall also terminate if a District that is the only District then a Member of the Authority withdraws in accordance with Section 19(e), above, and no other District becomes a Member of the Authority before that withdrawal becomes effective.

(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.

(c) Upon termination of this Agreement, all properties and cash of the Authority shall be distributed only among the Members that have been signatories hereto, including any of those Members which previously withdrew pursuant to Article 19(d) or were canceled pursuant to Article 20 of this Agreement, in accordance with and proportionate to their cash contributions (including payments and property contributions at market value when received) made during the term of this Agreement. The Board of Directors shall determine such distribution within six (6) months after satisfaction of the last remaining liability of the Authority.

(d) In the absence of a Board of Directors, the Chief Executive Officer shall exercise all powers and authority under this Article. The decision of the Board of Directors or, in the absence of a Board of Directors, the Chief Executive Officer under this Article shall be final.

### **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 – Non-liability of Directors, Officers and Employees**

In accordance with Government Code Sections 825 et seq., 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. 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 — Provision for Bylaws and Mission Statement**

As soon as practicable after the first meeting of the Board of Directors, the Board shall cause to be developed Authority Bylaws and a Mission Statement.

**Article 26 — Notices**

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

**Article 27 — Amendment**

This Agreement may be amended at any time by a majority vote of the Members, and any such amendment shall be binding on the Members to the extent allowed by law.

**Article 28 — Prohibition against Assignment**

No 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 shall have any right, claim or title or any part, share, interest, fund, contribution or asset of the Authority.

**Article 29 -- Counterparts**

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

**Article 30 -- California Law**

This Agreement shall be governed by and construed under the laws of the State of California.

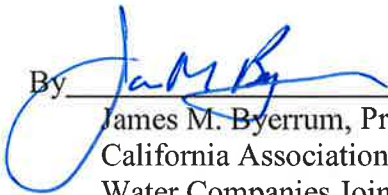
**Article 31 -- Severability**

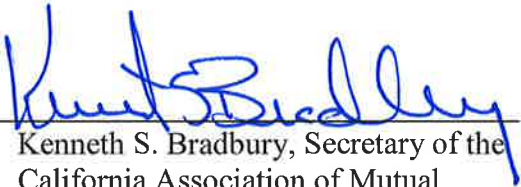
Should any part, term or provisions of this Agreement be determined by any court of component jurisdiction to be illegal or in conflict with any law of the State of California or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected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

**Article 32 — 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.

IN WITNESS WHEREOF, this Amended Joint Powers Agreement Creating the California Association of Mutual Companies Joint Powers Risk and Insurance Management Authority was unanimously approved pursuant to Article 27 of the original Joint Powers Agreement Creating the California Association of Mutual Companies Joint Powers Insurance Authority (the "Authority") by the Authority's Board of Directors, by action taken at a duly noticed and held public meeting on January 28, 2016.

By   
James M. Byerrum, President of the  
California Association of Mutual  
Water Companies Joint Powers Risk  
and Insurance Management Authority

By   
Kenneth S. Bradbury, Secretary of the  
California Association of Mutual  
Water Companies Joint Powers Risk  
and Insurance Management Authority

**APPENDIX A**

**INITIAL MEMBERS OF THE  
CALIFORNIA ASSOCIATION OF MUTUAL WATER COMPANIES  
JOINT POWERS RISK AND INSURANCE MANAGEMENT AUTHORITY**

North of the River Municipal Water District (public agency member)

Bellflower-Somerset Mutual Water Company (mutual water company member)

California Domestic Water Company (mutual water company member)

Covina Irrigating Company (mutual water company member)

Montebello Land & Water Company (mutual water company member)

Oildale Mutual Water Company (mutual water company member)

Rubio Cañon Land and Water Association (mutual water company member)

South Mesa Water Company (mutual water company member)

Sunny Slope Water Company (mutual water company member)

Valencia Heights Water Company (mutual water company member)

# EXHIBIT B



**CALIFORNIA ASSOCIATION OF MUTUAL WATER COMPANIES  
JOINT POWERS RISK AND INSURANCE MANAGEMENT AUTHORITY (JPRIMA)**

**COVERAGE PROPOSAL  
Reclamation District No. 2119 - Wright Elmwood**

**COVERAGE PERIOD  
5/1/2020 - 4/1/2021**

**PRESENTED BY:  
Dohrmann Insurance Agency**



**Insurance Administrator  
[www.alliedpublicrisk.com](http://www.alliedpublicrisk.com)  
Allied Community Insurance Services, LLC  
CA License Number: 0L01269  
National Producer Number: 17536322**



**PREMIUM SUMMARY**

**NOTE:** This proposal is prepared from information supplied to us on the application submitted by you or insurance broker. It may or may not contain all terms requested on the application. Coverage is provided by the JPRIMA Memorandum of Coverage (MOC) and subject to its terms, exclusions, conditions and limitations. A specimen MOC is available for your review, as is the JPRIMA Member Agreement. Enrollment in the JPRIMA requires execution of the JPRIMA Member Agreement as well as membership in the California Association of Mutual Water Companies (Cal Mutuals).

PAGE	COVERAGE SECTION		PREMIUM
3-7	<b>SECTION 1. PROPERTY</b> (Property, Equipment Breakdown & Mobile Equipment)	\$	<b>270.00</b>
8	<b>SECTION 2. COMMERCIAL CRIME</b>	\$	<b>459.00</b>
9-10	<b>SECTION 3. COMMERCIAL GENERAL LIABILITY</b>	\$	<b>6,427.00</b>
11	<b>SECTION 4. PUBLIC OFFICIALS &amp; MANAGEMENT LIABILITY</b> (Wrongful Acts, Employment Practices & Employee Benefits, Privacy and Network Risk)	\$	<b>826.00</b>
12	<b>SECTION 5. BUSINESS AUTO</b>	\$	<b>N/A</b>
13	<b>SECTION 6. COMMERCIAL EXCESS LIABILITY</b>	\$	<b>1,942.00</b>
		<b>MEMBER CONTRIBUTION</b>	<b>\$ 9,924.00</b>
		<b>JPRIMA ADMINISTRATION FEES</b>	<b>\$ 1,092.00</b>
		<b>TOTAL AMOUNT DUE*</b>	<b>\$ 11,016.00</b>

\*Payment is due within thirty (30) days of binding.

**NOTES:**

The JPRIMA MOC has a common anniversary date of April 1, 2020.  
Your proposal is being pro-rated from your current effective date to April 1, 2021.  
**Annual Contribution: \$10,810 + \$1,181 (Fees) = \$11,991**  
**Terrorism coverage is automatically included for Property and General Liability.**



**SECTION 1. PROPERTY\***

**\*PROPERTY IS INCLUDED IN THE PROPOSAL: Yes**

**ISSUER:**

- California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

**REINSURER:**

- Allied World Insurance Company or affiliate
- A XV (Excellent) A.M. Best Rating

**FORM:**

- Proprietary & Integrated

**LIMITS:**

<b>Blanket Property:</b> (Real Property & Business Personal Property)	<b>\$130,000</b>
<b>Blanket Coverage Extension:</b> A separate blanket limit that applies to the following coverages: Business Income, Extended Business Income, Commandeered Property, Civil Authority, Extra Expense, Tenant Leasehold Interest, Electronic Data, Preservation of Property.	<b>\$100,000</b>
<b>Equipment Breakdown / Boiler &amp; Machinery:</b>	<b>Included</b>
<b>Mobile Equipment</b> (scheduled):	<b>\$99,644</b>
<b>Mobile Equipment</b> (unscheduled, maximum \$10,000 any one item):	<b>N/A</b>
<b>Mobile Equipment</b> (borrowed, rented & leased):	<b>N/A</b>
<b>Flood Zone X:</b> (shaded/unshaded)	<b>N/A</b>

**DEDUCTIBLES:**

- \$1,000** Property
- \$1,000** Mobile Equipment
- \$1,000** Equipment Breakdown (aboveground & less than 50 feet belowground)
- \$2,500** Equipment Breakdown (greater than 50 feet belowground)
- N/A** Flood Zone X (per occurrence)

**COVERAGE HIGHLIGHTS:**

- Blanket Property Limits & Blanket Coverage Extension Limits
- No Coinsurance Penalty
- Equipment Breakdown
- Foundations as Covered Property

**VALUATION:**

- Replacement Cost: Real Property & Business Personal Property
- Actual Cash Value: Mobile Equipment
- Actual Loss Sustained: Loss of Income & Expenses
- Market Price: Fine Arts

**KEY EXCLUSIONS:**

- Earthquake & Earth Movement
- Flood (unless coverage is designated above, such coverage would be limited to locations in Zone X only)

**COVERAGE PROPOSAL FOR MEMBER: Reclamation District No. 2119 - Wright Elmwood**

**EFFECTIVE DATE: 5/1/2020 - 4/1/2021**

**DISCLAIMER:** Actual coverage is subject to the language of the MOC as issued.

**SPECIAL COVERAGES:**

- **New Locations or Newly Constructed Property:**  
Pays up to \$1,000,000 for your new real property while being built on or off described premises as well as real property you acquire, lease or operate at locations other than the described premises; and business personal property located at new premises.
- **Utility Services – Direct Damage, Business Income & Expense:**  
Pays up to \$250,000 for covered property damaged by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss and does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. Separate limits apply to Direct Damage and Business Income/Expense.
- **Pollution Remediation Expenses:**  
Pays up to \$100,000 or \$250,000 for remediation expenses resulting from a Covered Causes of Loss or Specified Cause of Loss occurring during the coverage period and reported within 180 days. Covered Causes of Loss means risks of direct physical loss unless the loss is excluded or limited by the Property Coverage Form. Specified Cause of Loss means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow; ice or sleet; water damage; and equipment breakdown.
- **SCADA Upgrades:**  
Pays up to \$100,000 to upgrade your scheduled SCADA system after direct physical loss from a Covered Cause of Loss. The upgrade is in addition to its replacement cost. SCADA means the Supervisory Control and Data Acquisition system used in water and wastewater treatment and distribution to monitor leaks, waterflow, water analysis, and other measurable items necessary to maintain operations.
- **Contract Penalties:**  
Pays up to \$100,000 for contract penalties you are required to pay due to your failure to deliver your product according to contract terms solely as a result of direct physical loss or damage by a Covered Cause of Loss to Covered Property.
- **Contamination:**  
Pays up to \$250,000 for loss or damage to covered property because of contamination as a result of a Covered Cause of Loss. Contamination means direct damage to real property and business personal property caused by contact or mixture with ammonia, chlorine, or any chemical used in the water and / or wastewater treatment process.
- **Property In Transit:**  
Pays up to \$100,000 for direct physical loss or damage to covered property while in transit more than 1000 feet from the described premises. Shipments by mail must be registered for covered to apply. Electronic data processing property and fine arts are excluded.
- **Unintentional Errors:**  
Pays up to \$250,000 for any unintentional error or omission you make in determining or reporting values or in describing the covered property or covered locations.



## KEY DEFINITIONS

### ■ **Real Property:**

The buildings, items or structures described in the Declarations that you own or that you have leased or rented from others in which you have an insurable interest. This includes:

- Aboveground piping;
- Aboveground and belowground penstock;
- Additions under construction;
- Alterations and repairs to the buildings or structures;
- Buildings;
- Business personal property owned by you that is used to maintain or service the real property or structure or its premises, including fire-extinguishing equipment; outdoor furniture, floor coverings and appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- Completed additions;
- Exterior signs, meaning neon, automatic, mechanical, electric or other signs either attached to the outside of a building or structure, or standing free in the open;
- Fixtures, including outdoor fixtures;
- Foundations;
- Glass which is part of a building or structure;
- Light standards;
- Materials, equipment, supplies and temporary structures you own or for which you are responsible, on the premises or in the open (including property inside vehicles) within 1000 feet of the premises, used for making additions, alterations or repairs to buildings or structures at the premises;
- Paved surfaces such as sidewalks, patios or parking lots;
- Permanently installed machinery and equipment;
- Permanent storage tanks;
- Solar panels;
- Submersible pumps, pump motors and engines;
- Underground piping located on or within 100 feet of premises described in the Declarations;
- Underground vaults and machinery.

### ■ **Business Personal Property:**

The property you own that is used in your business including:

- Furniture and fixtures;
- Machinery and equipment;
- Computer equipment;
- Communication equipment;
- Labor materials or services furnished or arranged by you on personal property of others;
- Stock;
- Your use interest as tenant in improvements and betterments.
- Leased personal property for which you have a contractual responsibility to insure.

### ■ **Pollution Conditions:**

The discharge, dispersal, release, seepage, migration, or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, minerals, chemical elements and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**KEY DEFINITIONS** (continued)

■ **Remediation Expenses:**

Expenses incurred for or in connection with the investigation, monitoring, removal, disposal, treatment, or neutralization of pollution conditions to the extent required by: (1) Federal, state or local laws, regulations or statutes, or any subsequent amendments thereof enacted to address pollution conditions; and (2) a legally executed state voluntary program governing the cleanup of "pollution conditions."

■ **Outdoor Property:**

Fixed or permanent structures that are outside covered real property including but not limited to:

- Historical markers or flagpoles;
- Sirens, antennas, towers, satellite dishes, or similar structures and their associated equipment;
- Exterior signs not located at a premises;
- Fences or retaining walls;
- Storage sheds, garages, pavilions or other similar buildings or structures not located at a premises;
- Dumpsters, concrete trash containers, or permanent recycling bins; or
- Hydrants.

■ **Equipment Breakdown:**

Direct damage to mechanical, electrical or pressure systems as follows:

- Mechanical breakdown including rupture or bursting caused by centrifugal force;
- Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances or wires;
- Explosion of steam boilers, steam piping, steam engines or steam turbines owned or leased by you, or operated under your control;
- Loss or damage to steam boilers, steam pipes, steam engines or steam turbines; or
- Loss or damage to hot water boilers or other water heating equipment;
- If covered electrical equipment requires drying out as a result of a flood, we will pay for the direct expenses for such drying out.
- None of the following are covered objects as respects to equipment breakdown:
  - a. Insulating or refractory material;
  - b. Buried vessel or piping;
  - c. Sewer piping, piping forming a part of a fire protection system or water piping other than:
    - (1) Feed water piping between any boiler and its feed pump or injector;
    - (2) Boiler condensate return piping; or
    - (3) Water piping forming a part of refrigerating and air conditioning vessels and piping used for cooling, humidifying or space heating purposes;
  - d. Structure, foundation, cabinet or compartment containing the object;
  - e. Power shovel, dragline, excavator, vehicle, aircraft, floating vessel or structure, penstock, draft tube or well-casing;
  - f. Conveyor, crane, elevator, escalator or hoist, but not excluding any electrical machine or electrical apparatus mounted on or used with this equipment; and
  - g. Felt, wire, screen, die, extrusion, late, swing hammer, grinding disc, cutting blade, cable chain, belt, rope, clutch late, brake pad, non-metallic part or any part or tool subject to frequent, periodic replacement.



**PROPERTY SUBLIMITS:**

Coverage				Limit		
Accounts Receivable	X	\$500,000	<input type="checkbox"/>	\$1,000,000	<input type="checkbox"/>	\$2,000,000
Valuable Papers and Records	X	\$500,000	<input type="checkbox"/>	\$1,000,000	<input type="checkbox"/>	\$2,000,000
Contamination	X	\$250,000				
Tools and Equipment Owned by Your Employees	X	\$5,000	<input type="checkbox"/>	\$10,000	<input type="checkbox"/>	\$25,000
Personal Effects and Property of Others	X	\$5,000	<input type="checkbox"/>	\$10,000	<input type="checkbox"/>	\$25,000
New Locations or Newly Constructed Property		\$1,000,000				
Business Personal Property at New Locations		\$1,000,000				
Backup/Overflow of Water from Sewer, Drain, Sump		\$250,000				
Utility Services - Direct Damage		\$250,000				
Utility Services –		\$250,000				
Business Income and Extra Expense						
Dependent Business Premises		\$250,000				
Property at Other Locations		\$250,000				
Pollution Remediation Expense (specified cause of loss)		\$250,000				
Outdoor Property (unscheduled)		\$100,000				
Contract Penalties		\$100,000				
Pollution Remediation Expense (covered cause of loss)		\$100,000				
Property in Transit		\$100,000				
SCADA Upgrades		\$100,000				
Indoor and Outdoor Signs (unscheduled)		\$50,000				
Limited Coverage for “Fungus”, Wet Rot or Dry Rot		\$50,000				
Fine Arts		\$25,000				
Fire Department Service Charge		\$25,000				
Fire Protection Devices		\$25,000				
Key and Lock Replacement Expenses		\$25,000				
Trees, Shrubs & Plants (maximum \$1,000 any one item)		\$25,000				
Arson Reward		\$10,000				
Rental Reimbursement – Mobile Equipment		\$10,000				
Cost of Inventory or Adjustment		\$5,000				
Non-Owned Detached Trailers		\$5,000				
Water Contamination Notification Expenses		\$5,000				
Patterns, Dies, Molds, Forms		\$2,500				
Debris Removal		25% of scheduled limit plus \$250,000				
Ordinance or Law Provision		100% of scheduled limit plus 25%				

**NOTES:**

Contribution is calculated from attached property schedule; review property schedule for coverage and limit adequacy.

**Flood and Earthquake coverages are excluded.**

**COVERAGE PROPOSAL FOR MEMBER: Reclamation District No. 2119 - Wright Elmwood**

**EFFECTIVE DATE: 5/1/2020 - 4/1/2021**

**DISCLAIMER:** Actual coverage is subject to the language of the MOC as issued.



**SECTION 2. COMMERCIAL CRIME\***

**\*COMMERCIAL CRIME IS INCLUDED IN THE PROPOSAL: Yes**

**ISSUER:**

- California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

**REINSURER:**

- Allied World Insurance Company or affiliate
- A XV (Excellent) A.M. Best Rating

**FORM:**

- Proprietary & Integrated

**RATING BASIS:**

- On file with underwriter
- Non auditable

**LIMITS:**

COVERAGE GROUP SELECTED	EMPLOYEE THEFT	FORGERY OR ALTERATION	INSIDE THE PREMISES Theft of Money and Securities	INSIDE THE PREMISES Robbery or Safe Burglary or Other Property	OUTSIDE THE PREMISES	COMPUTER FRAUD	FUNDS TRANSFER FRAUD	MONEY ORDERS & COUNTERFEIT PAPER CURRENCY
	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
X	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
	\$500,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
	\$1,000,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
	\$2,000,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000

**DEDUCTIBLE:**

\$1,000 each claim

**DESIGNATED EMPLOYEE BENEFIT PLAN(S):**

**COVERAGE HIGHLIGHTS:**

- Separate Limits Apply to Each Coverage
- Coverage Extended to Directors and Authorized Volunteers
- Faithful Performance

**NOTES:**

**COVERAGE PROPOSAL FOR MEMBER: Reclamation District No. 2119 - Wright Elmwood**

**EFFECTIVE DATE: 5/1/2020 - 4/1/2021**

**DISCLAIMER:** Actual coverage is subject to the language of the MOC as issued.



**SECTION 3. GENERAL LIABILITY\***

**\*GENERAL LIABILITY IS INCLUDED IN THE PROPOSAL: Yes**

**ISSUER:**

- California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

**REINSURER:**

- Allied World Insurance Company or affiliate
- A XV (Excellent) A.M. Best Rating

**FORM:**

- Occurrence
- Defense Costs Outside the Limit
- Proprietary & Integrated

**RATING BASIS:**

- On file with underwriter
- Non auditable

**LIMITS:**

Per Occurrence	<b>\$ 1,000,000</b>
General Aggregate	<b>\$10,000,000</b>
Products & Completed Operations Aggregate	<b>\$10,000,000</b>
Personal & Advertising Injury Limit	<b>\$ 1,000,000</b>
Damage to Premises Rented to You	<b>\$ 1,000,000</b>
Medical Payments	<b>\$ 10,000</b>

**DEDUCTIBLE:**

N/A

**COVERAGE HIGHLIGHTS:**

- Duty to Defend
- Broad Definition of Enrolled Named Member
- Blanket Additional Enrolled Named Member
- Water & Wastewater Testing Errors & Omissions
- Expanded Pollution Liability
- Failure to Supply (no ISO limitation)
- Lead (potable water)
- Waterborne Asbestos (potable water)
- Product Recall
- Impaired Property
- Fungi & Bacteria

**OPTIONAL COVERAGES:**

- Hired & Non Owned Automobile Liability
- Employee Benefits Liability
- Dam, Levee & Dike Structural Failure

**COVERAGE PROPOSAL FOR MEMBER: Reclamation District No. 2119 - Wright Elmwood**

**EFFECTIVE DATE: 5/1/2020 - 4/1/2021**

**DISCLAIMER:** Actual coverage is subject to the language of the MOC as issued.

## SPECIAL COVERAGES:

- **Water & Wastewater Testing Errors & Omissions:**  
Coverage is provided for damages arising out of an act, error or omission which arises from your water or wastewater testing.
- **Failure To Supply:**  
Coverage is provided for bodily injury or property damage arising out of the failure of any Enrolled Named Member to adequately supply water.
- **Waterborne Asbestos:**  
Coverage is provided for bodily injury or property damage from waterborne asbestos arising out of potable water which is provided by you to others.
- **Contractual Liability - Railroads:**  
Coverage is provided for any contract or agreement that indemnifies a railroad for bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
- **Pollution:**  
Coverage is provided for bodily injury or property damage which occurs or takes place as a result of your operations and arises out of the following:
  - Potable water which you supply to others;
  - Chemicals you use in your water or wastewater treatment process;
  - Natural gas or propane gas you use in your water or wastewater treatment process;
  - Urgent response for the protection of property, human life, health or safety conducted away from premises owned by or rented to or regularly occupied by you;
  - Your application of pesticide or herbicide chemicals if such application meets all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government;
  - Smoke drift from controlled or prescribed burning that has been authorized and permitted by an appropriate regulatory agency.
  - Fuels, lubricants or other operating fluids needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts
  - Escape or back-up of sewage or waste water from any sewage treatment facility or fixed conduit or piping that you own, operate, lease, control or for which you have the right of way, but only if property damage occurs away from land you own or lease.
  - Sudden and accidental events that are neither expected nor intended by an Enrolled Named Member. However, no coverage is provided under this exception for petroleum underground storage tanks.
- **Damage to Impaired Property or Property Not Physically Injured**  
Coverage is provided for bodily injury or property damage arising from your potable water, nonpotable water, or wastewater as well as any loss of use of other property arising out of sudden and accidental physical injury to “your product” or “your work” after it has been put to its intended use.
- **Fungi or Bacteria**  
Coverage is provided for bodily injury or property damage arising from any “fungi” or bacteria that are, are on, or are contained in a good or product intended for consumption; or to any injury or damage arising out of or caused by your water, irrigation, or wastewater intake, outtake, reclamation, treatment and distribution processes.
- **Recall of Products, Work or Impaired Property**  
Coverage applies to any injury or damage arising out of or caused by your potable water, nonpotable water, or wastewater for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of: “Your product”; “Your work”; or “Impaired property”; if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

## NOTES:

**COVERAGE PROPOSAL FOR MEMBER: Reclamation District No. 2119 - Wright Elmwood**

**EFFECTIVE DATE: 5/1/2020 - 4/1/2021**

**DISCLAIMER:** Actual coverage is subject to the language of the MOC as issued.

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The MOC may contain limits, exclusions, and limitations that are not detailed in this proposal.



**SECTION 4. PUBLIC OFFICIALS & MANAGEMENT LIABILITY\***

**\*PUBLIC OFFICIALS & MANAGEMENT LIABILITY IS INCLUDED IN THE PROPOSAL: Yes**

**ISSUER:**

- California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

**REINSURER:**

- Allied World Insurance Company or affiliate
- A XV (Excellent) A.M. Best Rating

**FORM:**

- Proprietary & Integrated
- Occurrence
- Defense Costs Outside the Limits

**RATING BASIS:**

- On file with underwriter
- Non auditable

**LIMITS:**

Wrongful Acts	<b>\$1,000,000</b>	per act
Employment Practices (including third party discrimination)	<b>N/A</b>	per offense
Employee Benefit Plans	<b>N/A</b>	per act
Injunctive Relief	<b>\$5,000</b>	per act
	<b>\$10,000,000</b>	aggregate limit

**PRIVACY LIABILITY AND NETWORK RISK<sup>1</sup>:**

Privacy & Network Security Wrongful Acts	<b>1,000,000</b>	per act
Breach Consultation Services	<b>1,000,000</b>	per offense
Breach Response Services	<b>100,000</b>	per offense
Public Relations & Data Forensics	<b>100,000</b>	per act

<sup>1</sup>Coverage provided for Privacy Liability & Network Risk Coverage is issued on a claims made basis with defense inside the limit of liability. Privacy Retroactive Date:5/1/2019. Privacy Deductible: None.  
\*\$1,000,000 maximum annual aggregate applies per Enrolled Named Member, with a \$2,000,000 coverage form aggregate applicable to all participating Enrolled Named Members.

**SPECIAL COVERAGE:**

- Inverse Condemnation

**RETROACTIVE DATE:**

N/A

**DEDUCTIBLE:**

**\$1,000 each claim including expenses**

**COVERAGE HIGHLIGHTS:**

- Duty To Defend
- Broad Definition of Enrolled Named Member including Past and Future Employees
- Outside Directorship

**NOTES:**

**COVERAGE PROPOSAL FOR MEMBER: Reclamation District No. 2119 - Wright Elmwood**

**EFFECTIVE DATE: 5/1/2020 - 4/1/2021**

**DISCLAIMER:** Actual coverage is subject to the language of the MOC as issued.



**SECTION 5. BUSINESS AUTO\***

**\*BUSINESS AUTO IS INCLUDED IN THE PROPOSAL: No**

**ISSUER:**

- California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

**REINSURER:**

- Allied World Insurance Company or affiliate
- A XV (Excellent) A.M. Best Rating

**FORM:**

- Proprietary & Integrated
- Occurrence
- Defense Costs Outside the Limits

**PORTFOLIO:**

Coverage	Symbol	Limit
Combined Single Limit for Bodily Injury & Property Damage (each accident)	No Coverage	N/A
Hired Auto Liability	No Coverage	N/A
Non-Owned Auto Liability	No Coverage	N/A
Medical Payments	No Coverage	N/A
Uninsured / Underinsured Motorists	No Coverage	N/A
Hired Physical Damage	No Coverage	N/A
Owned Physical Damage – Comprehensive	No Coverage	N/A
Owned Physical Damage – Collision	No Coverage	N/A
Towing & Rental Car Reimbursement (covered accident)		N/A
Fleet Automatic		N/A

**DEDUCTIBLE:**

**Liability:           None**  
**Comprehensive: N/A**  
**Collision:           N/A**

**NOTES:**

**This part of the proposal is excluded. Please refer to the GL section for Hired and Nonowned Auto Liability coverage.**





**SECTION 6. EXCESS LIABILITY\***

**\*EXCESS LIABILITY IS INCLUDED IN THE PROPOSAL: Yes**

**ISSUER:**

- California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

**REINSURER:**

- Allied World Insurance Company or affiliate
- A XV (Excellent) A.M. Best Rating

**FORM:**

- Following Form
- Occurrence
- Defense Costs Outside the Limits

**LIMITS:**

**\$4,000,000/\$4,000,000**

**SCHEDULED UNDERLYING POLICIES:**

Commercial General Liability - Yes  
 Hired and Non-Owned Auto Liability - Yes  
 Owned Auto Liability - No  
 Public Officials & Management Liability - Yes  
 Wrongful Acts - Yes  
 Employment Practices - No  
 Employee Benefit Plans - No  
 Employers' Liability: *(minimum underlying limit requirement of \$500,000 / \$500,000 / \$500,000)* - No  
 Other:

**NOTABLE EXCLUSION:**

- Workers' Compensation
- Uninsured Motorists / Underinsured Motorists
- Underlying Limits < \$1,000,000 except for Employers' Liability

**NOTES:**

Employers' Liability subject to JPRIMA security requirements.  
**Please provide current WC declaration page for EL consideration in Excess line.**

# ITEM 4

**RECLAMATION DISTRICT 2119  
RESOLUTION 2020-02**

**RESOLUTION ESTABLISHING BEST PRACTICES FISCAL POLICY**

WHEREAS, the Board of Trustees (“Board”) of Reclamation District 2119 (“District”), has been following a process for receipt and payment of invoices for years that is transparent to the Trustees and the general public, and

WHEREAS, the Board desires to memorialize that practice in a written policy attached hereto as Attachment 1 for staff to follow in the handling of District funds.

NOW, THEREFORE, BE IT RESOLVED that the Reclamation District 2119 Board of Trustees hereby adopts the Best Practices Fiscal Policy attached hereto as Attachment 1 and directs staff to the policy in handling the fiscal matters of the District.

PASSED AND ADOPTED by the Board of Trustees of Reclamation District 2119, at a meeting thereof, held on April 29, 2020, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTENTION: \_\_\_\_\_

RECLAMATION DISTRICT 2119  
A Political Subdivision of the  
State of California

By: \_\_\_\_\_  
PRESIDENT

ATTEST:

\_\_\_\_\_  
SECRETARY

CERTIFICATION

I, DANIEL J. SCHROEDER Secretary of Reclamation District 2119, do hereby certify that the foregoing is a full, true and correct copy of a resolution of Reclamation District 2119 duly passed and adopted at a meeting of the Board of Trustees thereof held on the 29<sup>th</sup> day of April, 2020.

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
SECRETARY, Reclamation District 2119

## ATTACHMENT 1

### BEST PRACTICES FISCAL POLICY

Purpose. The purpose of this Best Practices Fiscal Policy (“Policy”) is to establish procedures to ensure the protection, accurate processing, and proper reporting of collection and distribution of the District’s financial assets. This Policy addresses the following:

- Handling of funds received by the District
- Execution of warrants.
- Payroll payments.
- Transparency of fiscal activity and records.

#### Handling of Funds Received by the District.

From time to time, the District will receive funds directly from third parties. The following is the process for the handling of those funds.

1. Upon receipt of funds to the District, said funds shall be promptly deposited into the District’s account with the County or a third party bank, whichever is applicable.
2. The Secretary or any Trustees shall be authorized to endorse any checks received payable to the District over to the County account or third party bank, whichever is applicable.
3. A record of the receipt and deposit of the funds shall be made for the District’s records. This may include an image of the check or written memorandum in the case of currency.
4. A report shall be provided to the Trustees at its next regular meeting identifying any funds received since the last regular meeting.

#### Execution of Warrants.

The majority of District funds are held in an account with the County of San Joaquin. To access those funds, the District must execute a warrant and return it to the County. Upon receipt of a properly executed warrant, the County will issue a check as requested in the warrant, which is sent to the District for it to send to the recipient.

1. Warrants shall be executed by at least two authorized signers, one of which must be a District trustee.
2. Copies of all invoices for which warrants are requests must be made available to the signers of the warrants prior to their signing of the warrant(s).
3. At each meeting where a warrant is requested, the Trustees shall be presented with a record identifying each invoice a warrant will be signed.
4. The District Secretary or designee shall not sign the warrant until after confirming the necessary signatures are present and the detail on the warrant are filled out. The Secretary’s or designee’s signing of the warrant should be the last act before forwarding the warrant to the County for processing.

## ATTACHMENT 1

5. Upon receipt of the check(s) from the County, the District Secretary shall promptly forward said checks to the appropriate recipient. The Secretary shall attach a copy of the invoice, if any, to the check stub or a copy of the check which shall be maintained in the District's records.
6. The District Secretary shall maintain the District's warrant book, all invoices, and check stubs and/or copies of checks and make them promptly available for inspection by any trustee, District auditor, or appropriate official.
7. In the event payment of an obligation of the District is required prior to the next Trustee meeting, a warrant for payment can be issued only upon approval of the President or the Vice President, or in the absence of both officers, a Trustee, the Secretary and the District's legal counsel. A record of the issuance of a warrant shall be presented to the Trustees for ratification at the first meeting following execution of the warrant.

### Payroll Payments.

In the event the District maintains an account with a bank for the purpose of payroll payments to any employees, the Secretary shall manage those funds as follows.

1. Obtain a verified payment request from an employee and have calculated the appropriate withholdings.
2. Upon verification, the Secretary shall cause to be executed a payroll check to the employee only after the check has been prepared.
3. The Secretary shall promptly forward the payroll check to the appropriate employee.
4. The Secretary shall maintain a record of all payroll checks issued.
5. The District Secretary shall maintain the District's payroll checkbook, all withholdings statements, and check stubs and make them promptly available for inspection to any trustee, District auditor, or appropriate official.
6. The District Secretary shall report at the Trustee's next regular meeting payment of any payroll since the last regular meeting.

### Transparency of Fiscal Activity and Records.

All fiscal records of the District shall be made available to each trustee promptly upon request.

1. At each regular meeting of the Trustees where approval of warrants is requested, the Secretary shall present to each Trustee present at the meeting a bills paid sheet containing the following information:
  - a. The name of the payee.
  - b. The invoice number or statement of reason for payment together with the amount of the invoice/payment request.
  - c. Where ratification of a prior payment is requested, the sheet shall indicate that ratification of the prior payment is requested.

## ATTACHMENT 1

2. The Secretary shall make all invoices available to the Trustees prior to and at the meeting where approval of the warrant is requested.
3. The Secretary shall make available to the Trustees the most recent account statement for each of the District's accounts with either the County or a bank at each regular Trustees meeting.

# ITEM 6



## **RD 2119: MASTER CALENDAR**

### **JANUARY**

### **FEBRUARY**

- Send out Form 700s, remind Trustees of April 1 filing date
- Update Document Retention Policy

### **MARCH**

### **APRIL**

- April 1: Form 700s due
- Regular Meeting at 8:00 a.m. on the 1<sup>st</sup> Monday of Month

### **MAY**

### **JUNE**

- Approve Audit Contract for expiring fiscal year

### **JULY**

### **AUGUST**

- In election years, opening of period for secretary to receive petitions for nomination of Trustees (75 days from date of election.) (*Cal. Wat. Code §50731.5*)

### **SEPTEMBER**

- In election years, last legal deadline to post notice that petitions for nomination of Trustees may be received (7 days prior to close of closure.) (*Cal. Wat. Code §50731.5*).
- In election years, closing of acceptance of petitions for nomination of Trustees (54 days from date of election.) (*Cal. Wat. Code §50731.5*).

### **OCTOBER**

- Publish Notice of Election, odd numbered years (once per week, 4 times, commencing at least 1 month prior to election).
- Regular Meeting at 8:00 a.m. on 1st Monday of Month

**NOVEMBER**

- Election: to be held first Tuesday after first Monday of each odd-numbered year.

**DECEMBER**

- New Trustee(s) take office, outgoing Trustee(s) term(s) end on first Friday of each odd-numbered year.

**Term of Current Board Members:**

<b>Name</b>	<b>Term Commenced</b>	<b>Term Ends</b>
Eugene Muzio	First Friday 12/2017	First Friday of 12/2021
Alvin Cortopassi	First Friday 12/2019	First Friday of 12/2023
Nelson Bahler	First Friday 12/2019	First Friday of 12/2023

**No Assessment**

**Reclamation District Meetings**

- **First Tuesday of each April and October, at 8:00 A.M.  
at the offices of:  
Neumiller & Beardslee  
3121 West March Lane, Suite 100  
Stockton, California 95219**

**ITEM 7**

**RECLAMATION DISTRICT 2119**  
**Bills Submitted on 11/7/2019 for Approval of Payment**  
**Bills Paid on 11/22/2019**

NAME	INVOICE DATE	INVOICE #	AMOUNT	TOTAL \$	WARRANT #	DATE PAID	RATIFICATION
Pacific Gas & Electric (6535465193-0)	10/21/2019	Brookside	\$1,560.90				
				<b>\$1,560.90</b>	2023	11/22/2019	
Pacific Gas & Electric (3327132065-8)	10/24/2019	NS Ladds	\$571.55				
				<b>\$571.55</b>	2024	11/22/2019	
Pacific Gas & Electric (6618798521-4)	10/24/2019	1W 5th St.	\$1,094.57				
				<b>\$1,094.57</b>	2025	11/22/2019	
Kjeldsen Sinnock & Neudeck	10/18/2019	26293	\$397.50				
	10/18/2019	26294	\$217.50				
	10/18/2019	26295	\$350.00				
				<b>\$965.00</b>	2026	11/22/2019	
Neumiller & Beardslee	10/16/2019	302600	\$697.50				
	11/14/2019	303217	\$415.50				
				<b>\$1,113.00</b>	2027	11/22/2019	
Nomellini Grilli & McDaniel	10/9/2019	28025	\$3.55				
				<b>\$3.55</b>	2028	11/22/2019	
R-First Bookkeeping	11/2/2019	2592	\$75.00				
				<b>\$75.00</b>	2029	11/22/2019	
The Record (Publication of Notice of No Election)	10/5/2019	159211	\$99.75				
				<b>\$99.75</b>	2030	11/22/2019	
Jai BajragBali Inc. (Levee Cleanup and Veg. Control)	11/8/2019	2019	\$11,010.00				
				<b>\$11,010.00</b>	2031	12/6/2019	
<b>NOTES:</b>			<b>Total Bills to be Paid</b>	<b>\$16,493.32</b>			
Fund Balance as of 10/31/2019		\$664,364.93					
Less Submitted Bills for Payment:		\$16,493.32					
<b>Total:</b>		<b>\$647,871.61</b>					

**RECLAMATION DISTRICT 2119**  
**Bills Submitted on 12/13/2019 for Approval of Payment**  
**Bills Paid on 12/24/2019**

NAME	INVOICE DATE	INVOICE #	AMOUNT	TOTAL \$	WARRANT #	CHECK #	DATE PAID	RATIFICATION
Jose R Villagomez (Payroll)	11/15/2019		\$1,253.78					
				<b>\$1,253.78</b>		2497	11/15/2019	
Amador Fregoso (Payroll)	11/15/2019		\$1,005.75					
				<b>\$1,005.75</b>		2498	11/15/2019	
Pacific Gas & Electric (6535465193-0)	11/19/2019	Brookside	\$446.19					
				<b>\$446.19</b>		2499	12/12/2019	
Pacific Gas & Electric (3327132065-8)	11/22/2019	NS Ladds	\$1,158.92					
				<b>\$1,158.92</b>		2500	12/12/2019	
Pacific Gas & Electric (6618798521-4)	10/24/2019	1W 5th St.	\$360.33					
				<b>\$360.33</b>		2501	12/12/2019	
IRS-EFTPS Payment re Tax Period Q4/2019	12/13/2019			<b>\$644.58</b>		Online	12/13/2019	
EDD Payment	12/13/2019			<b>\$255.23</b>		Online	12/13/2019	
Reclamation District 2119 (for Deposit into Bank Account)	12/19/2019		\$50,000.00					
				<b>\$50,000.00</b>	2032		12/23/2019	
Kjeldsen Sinnock & Neudeck	11/18/2019	26472	\$483.75					12/24/2019
	12/16/2019	26667	\$1,186.45					
	12/16/2019	26668	\$576.75					
	12/16/2019	26669	\$1,560.00					
	12/16/2019	26670	\$693.00					
				<b>\$4,499.95</b>	2033			
Neumiller & Beardslee	12/13/2019	303912	\$3,004.80					12/24/2019
				<b>\$3,004.80</b>	2034			
			Checking Total	<b>\$5,124.78</b>				
			Warrant Total	<b>\$57,504.75</b>				
<b>NOTES:</b>			<b>Total Bills to be Paid</b>	<b>\$62,629.53</b>				
Bank Account Balance as of 11/30/2019		\$8,528.21						
Less Checks/Withdrawals		\$5,124.78						
		<b>\$3,403.43</b>						
County Fund Balance as of 11/30/2019		\$658,881.61						
Less Submitted Bills/Warrants for Payment:		\$57,504.75						
<b>Total:</b>		<b>\$601,376.86</b>						

**RECLAMATION DISTRICT 2119**  
**Bills Submitted on 01/16/2020 for Approval of Payment**  
**Bills Paid on 01/\_\_\_\_\_/2020**

NAME	INVOICE DATE	INVOICE #	AMOUNT	TOTAL \$	WARRANT #	CHECK #	DATE PAID	RATIFICATION
Eugene Muzio (Reimbursement for United Rentals, gas, and cash tags)	1/4/2020	157	\$992.34	\$992.34	2035			
Jessie W. Smith (generator rental)	1/4/2020	158	\$220.00	\$220.00	2036			
F.T.G. Construction Materials, Inc.	12/13/2019	81705	\$10,319.90	\$10,319.90	2037			
R-First Bookkeeping	1/8/2020	2611	\$350.00	\$350.00	2038			
Cal-Sierra Pipe, LLC	1/3/2020	1100006107-001	\$376.25	\$836.12	2039			
	1/3/2020	1100006108-001	\$459.87					
Wilbur-Ellis	12/31/2019	13147932	\$1,254.32	\$1,254.32	2040			
California Rock and Ready Mix	12/31/2019	112996	\$2,273.25	\$2,273.25	2041			
Holt of California	1/7/2020	T9103001	\$212.56	\$1,335.05	2042			
	1/7/2020	T9103801	\$1,122.49					
Neumiller & Beardslee	1/15/2020	304749	\$2,217.64	\$2,217.64	2043			
IRS-EFTPS Payment re Tax Period Q4/2019	1/15/2020		\$2,135.62	\$2,135.62		Online	1/15/2020	
EDD Payment	1/15/2020		\$909.25	\$909.25		Online	1/15/2020	
Pacific Gas & Electric (6535465193-0)	12/19/2019	Brookside	\$395.83	\$395.83		2517	12/31/2019	

Pacific Gas & Electric (3327132065-8)	12/24/2019	NS Ladds	\$2,293.00					
				<b>\$2,293.00</b>		2519	12/31/2019	
Pacific Gas & Electric (6618798521-4)	12/24/2019	1W 5th St.	\$587.40					
				<b>\$587.40</b>		2518	12/31/2019	
Albert Morel III (payroll)	12/20/2019		\$485.21					
				<b>\$485.21</b>		2502	12/20/19	
Abraham Lopez (payroll)	12/20/2019		\$567.29					
				<b>\$567.29</b>		2503	12/20/2019	
Joe C. Godinez (payroll)	12/20/2019		\$760.93					
				<b>\$760.93</b>		2504	12/20/2019	
Jose Pedro Cervantes (payroll)	12/20/2019		\$923.33					
				<b>\$923.33</b>		2505	12/20/2019	
David A. Archer Jr. (payroll)	12/20/2019		\$620.86					
				<b>\$620.86</b>		2506	12/20/2019	
Joe C. Godinez (payroll)	12/23/2019		\$679.01					
				<b>\$679.01</b>		2507	12/23/2019	
Abraham Lopez (paroll)	12/23/2019		\$619.80					
				<b>\$619.80</b>		2508	12/23/2019	
Jose Pedro Cervantes (payroll)	12/23/2019		\$734.55					
				<b>\$734.55</b>		2509	12/23/2019	
Albert Morel III (payroll)	12/23/2019		\$556.22					
				<b>\$556.22</b>		2510	12/23/2019	
David A. Archer Jr (payroll)	12/23/2019		\$940.97					
				<b>\$940.97</b>		2511	12/23/2019	
David A. Archer Jr (payroll)	12/30/2019		\$611.68					
				<b>\$611.68</b>		2512	12/30/2019	
Jose Pedro Cervantes (payroll)	12/30/2019		\$587.30					
				<b>\$587.30</b>		2513	12/30/2019	

Joe C. Godinez (payroll)	12/30/2019		\$482.51				
				<b>\$482.51</b>		2514	12/30/2019
Abraham Lopez (payroll)	12/30/2019		\$283.64				
				<b>\$283.64</b>		2515	12/30/2019
Albart Morel III (payroll)	12/30/2019		\$295.15				
				<b>\$295.15</b>		2516	12/30/2019
Joe C. Godinez (payroll)	1/13/2020		\$396.24				
				<b>\$396.24</b>		2520	1/13/2019
Abraham Lopez (payroll)	1/13/2020		\$220.61				
				<b>\$220.61</b>		2521	1/13/2020
Jose Pedro Cervantes (payroll)	1/13/2020		\$1,094.47				
				<b>\$1,094.47</b>		2522	1/13/2020
				Checking Total	<b>\$17,180.87</b>		
				Warrant Total	<b>\$19,798.62</b>		
<b>NOTES:</b>				<b>Total Bills to be Paid</b>	<b>\$36,979.49</b>		
Bank Account Balance as of 1/15/2020		\$36,230.66					
County Fund Balance as of 12/31/2020		\$652,943.09					
Less Submitted Bills/Warrants for Payment:		\$19,798.62					
<b>Total:</b>		<b>\$633,144.47</b>					



**RECLAMATION DISTRICT 2119**  
**Bills Submitted on 02/12/2020 for Approval of Payment**  
**Bills Paid on 03/02/2020**

NAME	INVOICE DATE	INVOICE #	AMOUNT	TOTAL \$	WARRANT #	CHECK #	DATE PAID	RATIFICATION
Kjeldsen Sinnock Neudeck	1/17/2020	26888	\$976.50					
	1/17/2020	26889	\$14,067.22					
	1/17/2020	26890	\$358.75					
				<b>\$15,402.47</b>	2044		3/20/2020	
F.T.G. Construction Materials, Inc.	1/15/2020	82132	\$5,783.93					
	1/15/2020	82133	\$6,688.65					
	1/15/2020	82134	\$6,044.98					
	1/22/2020	82299	\$5,082.55					
	1/29/2020	82558	\$6,323.44					
				<b>\$29,923.55</b>	2045		3/20/2020	
Schwartz Giannini & Adamson	1/31/2020	54665	\$4,500.00					
				<b>\$4,500.00</b>	2046		3/20/2020	
Hammer & Steel, Inc.	1/22/2020	B20-01012	\$3,222.36					
				<b>\$3,222.36</b>	2047		3/20/2020	
Reclamation District 2119 (Transfer to Checking Account)			\$20,000.00					
				<b>\$20,000.00</b>	2048		3/20/2020	
Neumiller & Beardslee	2/18/2020	305445	\$2,319.10					
				<b>\$2,319.10</b>	2049		3/20/2020	
Pacific Gas & Electric (6535465193-0)	1/21/2020	Brookside	\$1,064.04					
				<b>\$1,064.04</b>		2531	2/7/2020	
Pacific Gas & Electric (3327132065-8)	1/27/2020	NS Ladds	\$3,153.22					
				<b>\$3,153.22</b>		2532	2/7/2020	
Pacific Gas & Electric (6618798521-4)	1/27/2020	1W 5th St.	\$23.88					
				<b>\$23.88</b>		2533	2/7/2020	
Joe C. Godinez (payroll)	1/18/2020		\$474.04					
				<b>\$474.04</b>		2523	1/18/2020	
Jose Pedro Cervantes (payroll)	1/18/2020		\$498.78					
				<b>\$498.78</b>		2524	1/18/2020	

Joe C. Godinez	1/27/2020		\$782.23				
				<b>\$782.23</b>		2525	1/27/2020
Jose Pedro Cervantes (payroll)	1/27/2020		\$690.39				
				<b>\$690.39</b>		2526	1/27/2020
Joe C. Godinez (payroll)	2/4/2020		\$650.58				
				<b>\$650.58</b>		2527	2/4/2020
Jose Pedro Cervantes (payroll)	2/4/2020		\$650.58				
				<b>\$650.58</b>		2528	2/4/2020
Roman Parra (payroll)	2/6/2020		\$876.96				
				<b>\$876.96</b>		2529	2/6/2020
Jose R. Villagomez (payroll)	2/6/2020		\$1,743.68				
				<b>\$1,743.68</b>		2530	2/6/2020
Joe C. Godinez (payroll)	2/10/2020		\$897.54				
				<b>\$897.54</b>		2534	2/10/2020
Jose Pedro Cervantes (payroll)	2/10/2020		\$127.89				
				<b>\$127.89</b>		2535	2/10/2020
Joe C. Godinez (payroll)	2/18/2020		\$537.06				
				<b>\$537.06</b>		2536	2/18/2020
Jose Pedro Cervantes (payroll)	2/18/2020		\$204.64				
				<b>\$204.64</b>		2537	2/18/2020
Federal Employment Taxes	2/14/2020		\$988.24				
				<b>\$988.24</b>		Online	
State Employment Taxes	2/14/2020		\$399.88				
				<b>\$399.88</b>		Online	
			Checking Total	<b>\$13,763.63</b>			
			Warrant Total	<b>\$75,367.48</b>			
<b>NOTES:</b>			<b>Total Bills to be Paid</b>	<b>\$89,131.11</b>			

Bank Account Balance as of 2/18/2020		\$22,466.43						
County Fund Balance as of 1/31/2020		\$708,618.67						
Less Submitted Bills/Warrants for Payment:		\$75,367.48						
<b>Total:</b>		<b>\$633,251.19</b>						

**RECLAMATION DISTRICT 2119**  
**Bills Submitted on 03/27/2020 for Approval of Payment**  
**Bills Paid on 04/10/2020**

NAME	INVOICE DATE	INVOICE #	AMOUNT	TOTAL \$	WARRANT #	CHECK #	DATE PAID	RATIFICATION
State Compensation Insurance Fund	3/1/2020	1017736-19	\$4,559.83					
(Insurance Payroll Report for 3/1/19 to 3/1/20 Period)				<b>\$4,559.83</b>	2150		3/9/2020	
Contract Coatings	2/7/2020	35469	\$528.10					
	2/11/2020	35528	\$334.22					
				<b>\$862.32</b>	2151		4/10/2020	
Willbur-Ellis	3/15/2020	13243758	\$10,040.85					
	3/15/2020	13243763	\$225.48					
				<b>\$10,266.33</b>	2152		4/10/2020	
D.A. Archer Excavating	3/10/2020	19-45-A	\$4,500.00					
	3/10/2020	19-45-B	\$3,875.00					
				<b>\$8,375.00</b>	2153		4/10/2020	
State Compensation Insurance Fund	3/18/2020	1017736-19	\$93.89					
				<b>\$93.89</b>	2154		4/10/2020	
State Compensation InsuranceFund	3/5/2020	1017736-20	\$150.86					
				<b>\$150.86</b>	2155		4/10/2020	
Schwartz Giannini Lantsberger & Adamson	2/29/2020	54797	\$40.00					
				<b>\$40.00</b>	2156		4/10/2020	
Kjeldsen Sinnock Neudeck	2/14/2020	27106	\$213.75					
	2/14/2020	27107	\$1,746.73					
	2/14/2020	27108	\$6,643.75					
	2/14/2020	27109	\$1,116.25					
	2/14/2020	27110	\$146.25					
	3/13/2020	27317	\$2,193.31					
	3/13/2020	27318	\$1,037.75					
	3/13/2020	27319	\$315.00					
	3/13/2020	27320	\$718.75					
				<b>\$14,131.54</b>	2157		4/10/2020	
Neumiller & Beardslee	3/20/2020	306230	\$1,365.11					
				<b>\$1,365.11</b>	2158		4/10/2020	

Pacific Gas & Electric (6535465193-0)	2/20/2020	Brookside	\$921.94	<b>\$921.94</b>		2542	3/11/2020
Pacific Gas & Electric (3327132065-8)	2/25/2020	NS Ladds	\$1,981.43	<b>\$1,981.43</b>		2543	3/11/2020
Pacific Gas & Electric (6618798521-4)	2/25/2020	1W 5th St.	\$897.68	<b>\$897.68</b>		2544	3/11/2020
Pacific Gas & Electric (6535465193-0)	3/20/2020	Brookside	\$1,509.73	<b>\$1,509.73</b>		2545	3/27/2020
Pacific Gas & Electric (6618798521-4)	3/25/2020	1W 5th St.	\$375.79	<b>\$375.79</b>		2546	3/31/2020
Pacific Gas & Electric (3327132065-8)	3/25/2020	NS Ladds	\$1,037.34	<b>\$1,037.34</b>		2547	3/31/2020
Roman Parra (payroll)	2/24/2020		\$584.64				
				<b>\$584.64</b>		2538	2/24/2020
Jose Pedro Cervantes (payroll)	2/26/2020		\$630.84				
				<b>\$630.84</b>		2539	2/26/2020
Check No. 2540 VOID						2540	VOID
Jose Pedro Cervantes (payroll)	3/3/2020		\$547.25				
				<b>\$547.25</b>		2541	3/3/2020
Federal Employment Taxes	3/11/2020		\$1,038.14				
(Submitted by R-First Bookkeeping)				<b>\$1,038.14</b>		Online	3/11/2020
State Employment Taxes	3/11/2020		\$783.19				
(Submitted by R-First Bookkeeping)				<b>\$783.19</b>		Online	3/11/2020
			Checking Total	<b>\$10,307.97</b>			
			Warrant Total	<b>\$39,844.88</b>			
<b>NOTES:</b>			<b>Total Bills to be Paid</b>	<b>\$50,152.85</b>			
Bank Account Balance as of 3/11/2020		\$35,081.33					
County Fund Balance as of 2/29/2020		\$637,454.06					
Less Submitted Bills/Warrants for Payment:		\$39,844.88					
<b>Total:</b>		<b>\$597,609.18</b>					



