AMADOR WATER AGENCY
Board of Directors
Regular Meeting
12800 Ridge Road, Sutter Creek, CA 95685
March 26, 2020
9:00 a.m.
BOARD OF DIRECTORS

Rich Farrington, President District 3
Susan Peters, Vice President District 4
Paul Molinelli Jr., Director District 1
Gary Thomas, Director District 2
Randy Livingston, Director District 5

In order to accommodate the social distancing practices required to reduce the risk of spreading COVID-19 and provide for the safety of the public, our employees and Board of Directors, the Agency will conduct its public meetings via teleconference until further notice. Members of the public wishing to participate in this meeting should use this call-in number:

Teleconference Call-in Number: 1-605-475-4000
Passcode: 158612#

The Board President will call for public comment on each agenda item at the appropriate time to ensure that the public may be heard and all votes by the Board will be taken by roll call.

Please Note: Members of the public will have the opportunity to directly address the Agency Board of Directors concerning any item listed on the Agenda below before or during consideration of that item. There is a three minute time limit per person.

The Board President may take items out of order to accommodate the public or to promote the order of the meeting.

1. CALL TO ORDER

2. ADDITIONS TO AGENDA
   A. Items added to the agenda must be approved by the Board pursuant to Government Code Section 54954.2

3. PUBLIC COMMENT FOR MATTERS NOT ON THE AGENDA
   A. Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject within the jurisdiction of Amador Water Agency; however, any matter that requires action will be referred to Staff for a report and action at a subsequent Board meeting. Please note there is a three (3) minute time limit per person

Website Address: www.amadorwater.org
4. CONSENT AGENDA
   Items listed on the consent agenda (see attached) are considered routine and may be enacted by one motion. Any item may be removed for discussion and made a part of the regular agenda at the request of a Board member(s).

5. AGENCY GENERAL
   A. General Manager Recruitment Update
      1. Discussion and possible action to ratify the proposed plan.

6. WATER SYSTEM
   A. lone Water Treatment Plant
      1. Closeout report regarding lone Water Treatment Plant Rehabilitation Project (FY 18-19).
      2. Discussion and possible action to adopt Resolution No 2020-04.
   B. Wildflower Subdivision
      1. Discussion and possible action to adopt Resolution No. 2020-05 approving a variance from Water Code Section 2.06 to authorize an additional three-year extension of the will-serve commitment for the Wildflower Subdivision.
   C. Jackson Valley Irrigation District
      1. Discussion and possible action to authorize the Board President to execute an Emergency Water Supply Agreement between Amador Water Agency and Jackson Valley Irrigation District and to direct the Operations Manager to file a CEQA Notice of Exemption for the project.

7. INTERIM GENERAL MANAGER REPORT

8. BOARD OF DIRECTOR DISTRICT REPORTS, COMMITTEE REPORTS AND DIRECTOR COMMENTS - The Board Members may report on various activities, meetings, etc. that they have been involved in. Discussion only, no formal action will be taken. Any matter requiring action will be placed on an upcoming agenda for consideration.
   Budget and Finance (03-17-20 Cancelled)

9. FUTURE AGENDA TOPICS- This item is to provide the Board Members an opportunity to request items to be placed on future agendas.

10. ADJOURNMENT

    SCHEDULE OF UPCOMING BOARD MEETING

    Thursday, April 9, 2020, 9:00 a.m.
    Regular Board of Directors Meeting
    Amador Water Agency, 12800 Ridge Road, Sutter Creek, CA 95685

Website Address: www.amadorwater.org
Items listed on the consent agenda are considered routine and may be enacted by one motion. Any item may be removed for discussion and made a part of the regular agenda at the request of a Board member(s).

1. MINUTES
   A. Approval of minutes of the Regular Board Meeting of March 12, 2020

2. RESOLUTIONS
   A. Adoption of Resolution No. 2020-03 Adopting Safety Manual Section 500- ATV Policy
CALL TO ORDER - President Farrington called the meeting to order at 9:00 a.m.

ADDITIONS TO THE AGENDA - None

CONSENT AGENDA - (00:00:47 - 13:58)
 Consent agenda item 1.A - President Farrington pulled item 1.A for discussion:

MOTION: It was moved by Director Molinelli Jr., seconded by Director Thomas, and unanimously carried to approve the consent agenda with suggested revisions to the minutes of 02-27-20.

Item 7 was moved up to accommodate members of the public.
WATER SYSTEM (14:00- 39:40)
Axios Homes (Wildflower Subdivision)
Discussion and possible action to approve a variance of Water Code Section 2.06
“Conditional Will Serve Commitment” to authorize a three year extension for the
Wildflower Subdivision.

Public Comment: Mr. Thomas Borge, President of Axios Homes

Direction was given to staff and Agency Legal counsel to bring back a resolution to
consider a water code variance for the Wildflower Subdivision.

DEPARTMENT REPORTS (40:13 – 1:07:30)
A. Administration/Finance
B. Operations
C. Engineering

RECESS was called at 10:08 a.m. SESSION resumed at 10:15 a.m.

FY 19-20 Mid-Year Budget Status/ Update (1:08:31- 1:37:57)

COMMITTEE REPORTS, SPECIAL ASSIGNMENTS AND DIRECTOR COMMENTS
(1:38:07- 1:39:21)

WASTEWATER SYSTEM (1:39:25- 1:50:10)
Ridge Road Manhole Replacement Project
Discussion and possible action to reallocate budgeted funds to the Ridge Rd Manhole
Replacement Project

MOTION: It was moved by Director Molinelli Jr., seconded by Director Thomas and
unanimously carried to approve a budget reallocation of $24,199 for the Ridge Road
Manhole Replacement project coming from the I&I Repair/ Improvement sewer program funds.

I & I Repair/ Improvement Process
Discussion and possible action to authorize the Operations Manager to purchase a
Sewer Hydro Jetter for an amount not to exceed $60,300.

MOTION: It was moved by Director Peters, seconded by Director Molinelli Jr. and
unanimously carried to approve the Operations Manager to purchase a Sewer Hydro
Jetter for an amount not to exceed $60,300 paid for out of the 2019/2020 current
budgeted I/I Repair / Improvement (Camanche – Martel) sewer program funds

AGENCY GENERAL (1:50:12- 1:56:40)
General Manager Recruitment Update
Financial Assistance and Oversight (1:56:45-2:10:05)
Discussion and possible action to authorize the Interim General Manager to enter into a contract with Hilltop Securities for Financial Assistance and oversight for an amount not to exceed $20,000.

MOTION: It was moved by Director Molinelli Jr., seconded by Director Peters and unanimously carried to authorize the Interim General Manager to enter into a contract with Hilltop Securities for Financial Assistance and oversight for an amount not to exceed $20,000 at a rate of $200 per hour plus IRS mileage with the funding coming from the FY 19-20 Operations budget.

Public Comment: Terry Houssman, Grand Jury Member

LEGAL COUNSEL’S REPORT (2:10:10- 2:17:51)
A. Legislative report
B. Discussion and possible action regarding Agency positions on pending bills
C. Other Legal Matters

INTERIM GENERAL MANAGER REPORT (2:17:52- 2:29:48)

CLOSED SESSION was called at 11:37 a.m.
A. Conference with Agency’s real property negotiator, Darrel Evensen, regarding negotiating the price and terms of the purchase, sale, lease or exchange of real property designated as Amador County APN 033-800-021 with Ciro Toma.

B. Pursuant to Government Code sections 54954.5 (e) and GC 54957 (b) Public employee discipline/dismissal/release.

C. Pursuant to Government Code Sections 54957 Public Employee Performance Evaluation- Interim General Manager

OPEN SESSION resumed at 12:32 p.m. with direction given to staff

FUTURE AGENDA TOPICS
Grand Jury Report Response Update
Emergency Action Plan
Administrative Policies on April 9

ADJOURNMENT

Regular Board Meeting
March 12, 2020

Page 3
President Farrington adjourned the meeting at 12:38 p.m.

Cris Thompson
Clerk of the Board of Directors

Approved: ________________

Regular Board Meeting
March 12, 2020
Page 4
STAFF REPORT

Resolution 2020-03
Adopt Safety Manual Section 500 - ATV Policy

Requested Action:
Adopt Resolution 2020-03 Adopting Safety Manual Section 500 - ATV Policy.

Background:
Per the February 13, 2020 Board meeting, the policy was sent to the Risk Management Committee. The Policy has been revised and reviewed (see the attached edits). The attached Policy was created to address the safety practices for operating ATV's during Agency operations. In addition, the Agency has met it's obligations to offer to meet and confer with the Association.

Fiscal Impact: None

Committee Review: Yes (by email), Risk Management Committee recommends adoption.


Prepared by: Karen L. Gish, HR Manager
Section 500

ATV Safety

ATV Safety Institute: California Vehicle Code (CVC)

500.1 Safety Requirement 500-2
500.2 Operator's Responsibilities 500-2
500.3 Supervisor's Responsibilities 500-3
500.4 Maintenance Responsibilities 500-4
500.5 ATV Inspection 500-4
500.6 Reporting Accidents 500-5

Attachment A – ATV Inspection Form 500-7
Attachment B – Operator's Report of Accident Form 500-8
500.1 Safety Requirement

Operators of Agency owned, rented, or leased ATV's will operate the ATV in a safe manner while conducting Agency business and will adhere to all ATV Operation & Safety Requirements equivalent to the "Rider Course" offered by the ATV Safety Institute and comply with the California Vehicle Code (CVC), including all required training and Personal Protective Equipment (PPE). The Rider Course is two parts, a 2 hour online e-Course and a hands-on, 2-2.5 hour s-Course conducted by licensed ATV Safety Institute Instructors. The e-Course develops safety knowledge and awareness through interactive activities and video. The course covers protective gear (like DOT-compliant ATV helmets), environmental concerns, riding strategies, and local laws and is a pre-requisite for the hands-on s-Course. The s-Course offers students an opportunity to practice basic riding skills in a controlled environment under the supervision of a licensed Instructor.

Employees in departments that utilize ATVs must attend the 2-part ATV Safety Training Rider Course including the hands-on portion during the introductory period of their employment whether a new hire or an existing employee promoting to a department that requires the use of an Agency ATV. Courses are offered by the ATV manufacturer, The ATV Safety Institute (atvsafety.org), or other certified provider. Agency employees are required to take a hands on refresher course every three years thereafter. The Human Resources department shall schedule the required ATV training within the first six months (or as soon as can be scheduled) of employment or promotion. The employee must provide proof of completion to the Human Resources department once training is complete.

500.2 Operator's Responsibilities

Employees who operate Agency owned, leased or rented ATV's are responsible for the following:

- All actions of the ATV.
- When possible, use the Buddy System for ATV work. If performing work alone, the Operator shall notify office staff by radio that they are starting ATV work tasks (office staff shall note the employee and start time and check in time on the white board). The Operator shall check in every two (2) hours until notifying office staff that ATV work tasks have been completed.
- Operators of Agency owned, rented, or leased ATV's shall avoid driving while under stress, emotional duress, lack of sleep, under the influence of alcohol or controlled substances, or any other drugs (prescription or non-prescription) in accordance with the requirements of this section of the Amador Water Agency Health and Safety Manual and § 4.05 (E)(h) of the Amador Water Agency Employee Handbook.
Before leaving the yard the operator must inspect the ATV and trailer hauling the ATV to determine that it is in a safe working condition and that required equipment: i.e., lighting, fuel, tires, oil, battery, brakes, etc. are safe, in place and/or working properly, utilizing the ATV Inspection Form (Attachment A).

If safety issues are identified prior to leaving the yard, the operator must report all safety issues to their Supervisor, Operation & Maintenance Manager and/or Purchasing Agent as soon as possible and place the ATV and/or trailer in an “out of service” status until repairs can be made. If safety issues are identified after the ATV and trailer have left the yard, the operator shall stop the use of the equipment immediately and contact their immediate Supervisor or Operation & Maintenance Manager for further assistance.

DOT-approved ATV helmets are required to be worn at all times while operating Agency owned, rented, or leased ATVs pursuant to Section 27802. (CVC §38505). It is also required that the operator shall wear approved Personal Protective Equipment (PPE) while operating an ATV. PPE for ATV operation includes helmets, gloves, boots, pants, long sleeve shirts and/or jacket, reflective vest, and eye protection.

Operator shall assess weather and land conditions before maneuvering the ATV. The operator shall never drive the ATV off designated paths while conducting Agency business.

Operator shall operate the ATV in accordance with all applicable California Vehicle Code rules and regulations.

When left unattended, the ATV must be turned off and parking break must be set to secure against accidental movement.

Operator shall fill the tank at the end of the work week if the fuel gauge reads at or below ½ full. No vehicle shall be fueled while the engine is in operation and there will be no smoking or open flame within 25 feet of fueling operations.

Operator shall report all accidents, regardless of severity, to the work-unit Supervisor, Operation & Maintenance Manager, and HR/Safety Manager immediately. Off road accidents do not require a police report but Supervisor and Human Resource notification remains mandatory.

Operator shall ensure that the ATV is regularly maintained according to the owner’s manual guidelines.

Operator shall ensure that no decals, bumper stickers, flags or other decorations are placed on Agency owned ATV’s.

All materials loaded onto an ATV shall be securely tied down and shall not require an occupant of the ATV to hold onto the load for security.

All ATVs shall be free of trash or other debris and left clean and ready for use at the close of each work day.
500.3 Supervisor's Responsibilities

Supervisors who manage employees who operate ATVs are responsible for the following.

- In coordination with Human Resources, ensuring that each ATV operator has attended and passed a hands-on ATV Safety Training Course upon initial employment or promotion and every three years thereafter, as well as ensure compliance with the Operators responsibilities within this policy.
- Operator shall demonstrate to their Supervisor the proper use and operation of the ATV prior to being assigned ATV work tasks. The Operator and Supervisor must sign a Proof of Demonstration/Training and provide the document to Human Resources.

500.4 Maintenance Responsibilities

- The Operation & Maintenance Manager will provide equipment that is safe and in good operating condition with the assistance of proper notification from the Operators and Supervisors when issues are reported.
- The Operation & Maintenance Manager will not allow an unsafe ATV to leave one of its facilities.
- The Operation & Maintenance Manager may, for demonstrable safety concerns to the operator, place the ATV in an "out of service" status at any time and at any location if safety and/or operational issues arise.

For all ATVs, maintenance records will include:

- Identification of the ATV including make, model, license number or other means of positive identification.
- Date and nature of each inspection, maintenance, lubrication and repair performed.
- Inspection, maintenance and lubrication intervals.

These records should be kept current and available for inspection and for a period of at least one year.

500.5 ATV Inspection

An inspection of all Agency ATVs shall be done every month or sooner, depending on the condition of each ATV. This inspection shall be done by the Supervisor, with the...
completed form provided to the Operation & Maintenance Manager. The inspection should cover such items as brakes, lights, steering, fire extinguisher, and any other items that might affect the safe use of the vehicle. See attachment A for monthly inspection form. Accurate records shall be kept of the inspections and corrections made by the Purchasing Agent and Fleet Management staff.

500.6 Reporting Accidents

If an accident occurs, complete the Agency Drivers' Report of Accident form (see Attachment B) in detail before the end-of-shift of the workday. This form may be obtained through your Supervisor and/or Human Resources. If there is reasonable suspicion that the Agency employee was under the influence when the accident occurred, the Agency may require the employee to perform a drug/alcohol test immediately after the accident.

Report the accident as soon as possible to your Supervisor, Operation & Maintenance Manager and/or Human Resources.

In the event of an ATV accident, the operator will:

- Stay calm and assess self for injuries.
- Notify direct Supervisor, Operation & Maintenance Manager and/or Human Resources who will ensure medical attention is provided.
- Take photographs if possible.
- Complete Agency Drivers' Report of Accident (see Attachment B), immediately after the accident and submit to employee's Supervisor, Operation & Maintenance Manager and/or Human Resources.
- Return the ATV to the Operation & Maintenance Manager for inspection and repair.

Accident Review

The Department Supervisor will have the completed Agency Drivers' Report of Accident and the completed Supervisor's Accident Investigation Form submitted to Human Resources within five (5) days of the accident.

Once the completed forms have been received, Human Resources will ensure the forms are completed and contain specific causes along with definite corrective action to prevent recurrence.
Human Resources, the Department Supervisor and the General Manager will review the forms and categorize all accidents as unavoidable or avoidable. This information will go to the Safety Committee for reporting.
Attachment A
ATV Inspection Form
<table>
<thead>
<tr>
<th>APPROACHING ATV</th>
<th>Fluids/Driveshaft/Chassis</th>
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<tbody>
<tr>
<td><strong>MILEAGE:</strong></td>
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<tr>
<td><strong>DATE</strong></td>
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<td><strong>MFC #</strong></td>
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<td><strong>Make/Model</strong></td>
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<td><strong>Name</strong></td>
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**BODY DAMAGE/LEAKS/NOISES:**

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<th></th>
<th>OK</th>
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<th>Repair</th>
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<td>Oil Level</td>
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<td>Fuel Level</td>
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<tr>
<td>Chain (if equipped)</td>
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<td>Driveshaft (if equipped)</td>
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**Tires**

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<th>OK</th>
<th>Repair</th>
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<tr>
<td>Tire Pressure</td>
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<td>Brake lights</td>
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<td>Head lights</td>
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<td>Ignition Switch</td>
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<td>Throttle</td>
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<td>Cables</td>
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<td>Engine Stop Switch</td>
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**SAFETY ITEMS:**

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<tr>
<td>Helmet</td>
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<tr>
<td>Accident Reporting Kit</td>
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<tr>
<td>First Aid Kit</td>
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<td>Operators Signature</td>
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<tr>
<td>Fire Extinguisher</td>
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<td>Supervisor's Signature</td>
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**Driver's Comments:**

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**Supervisor's Comments:**

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**Comments:**

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**Supervisor's Inspection:**

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<td>ATV Stocked Properly</td>
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<td>ATV in Clean/Neat Condition</td>
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**Supervisor's Signature:**

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Attachment B
Operator's Report of Accident Form
# DRIVER'S REPORT OF ACCIDENT

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<th>Agency Name:</th>
<th>Location of Accident:</th>
<th>Accident Date:</th>
<th>Time:</th>
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<th>Road Conditions:</th>
<th>Weather Conditions:</th>
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<th>Direction of Travel of Your Vehicle:</th>
<th>Speed:</th>
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<th>Direction of Travel of Other Vehicle:</th>
<th>Speed:</th>
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<tr>
<th>Police Report Taken? Select One</th>
<th>Police Department:</th>
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<td>Report No.</td>
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<tr>
<th>Name of Police Officer:</th>
<th>Badge No.</th>
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## YOUR VEHICLE (VEHICLE #1)

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<th>Year, Make, Model:</th>
<th>License Plate No.</th>
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<th>Driver:</th>
<th>Driver License No.</th>
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<th>Address, City, State:</th>
<th>Home Phone No.</th>
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<th>Department:</th>
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<th>Damage to your Vehicle:</th>
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## OTHER VEHICLE (VEHICLE #2)

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<th>Driver License No.</th>
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<th>Address, City, State:</th>
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<th>State:</th>
<th>Policy Number:</th>
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<th>Insurance Company:</th>
<th>Phone No.</th>
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<th>Insurance Broker Name:</th>
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<th>Damage to Other Vehicle:</th>
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## OTHER VEHICLE (VEHICLE #3)

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<th>Driver License No.</th>
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<th>Insurance Broker Name:</th>
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The outbreak of the Coronavirus (COVID-19) required immediate action by staff to reduce the exposure risk of the virus to employees, the Board, and public. As reported to the Board, staff is doing everything possible to keep our employees and their families safe and healthy and it is imperative that AWA closely monitor development and heed the advice of public health officials and our own collective intuitions.

Briefly, this includes:

- Coordinated discussion with the County, City Managers and Public Health, which has led to weekly teleconference updates
- Press releases to keep the public informed
- Keeping staff informed of developments
- Reviewing operational schedules, working remotely, staggered work schedules/teleconferencing, etc.
- Consideration of employees and family considered “high risk”
- Implemented social distancing or social separation measures
- Increased cleaning measures office and field
- Considering alternatives for employees that have daycare issues with schools shutting down
- Public access to building closed. No visitors.

Further, AWA was able to acquire a drafted Response Plan from another water agency. See attached. Due to urgency of this issue, management has implemented the guidelines and actions at Risk Level 3. As conditions evolve, the Plan will change accordingly.

**Recommendation:** Review and File

Prepared by: John Kingsbury, Interim General Manager
STAFF REPORT


The outbreak of the Coronavirus (COVID-19) required immediate action by staff to reduce the exposure risk of the virus to employees, the Board, and public. As reported to the Board, staff is doing everything possible to keep our employees and their families safe and healthy and it is imperative that AWA closely monitor development and heed the advice of public health officials and our own collective intuitions.

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**Recommendation:** Review and File

Prepared by: John Kingsbury, Interim General Manager
Coronavirus (COVID-19) Risk Minimization and Outbreak Response Plan

I. Introduction

Background Information

Coronaviruses are a family of viruses that occur in humans and many species of animals, such as camels, cattle, cats, and bats. In fact, the common cold is caused by a coronavirus. A novel form of coronavirus, referred to as "severe acute respiratory syndrome coronavirus 2" (SARS-CoV-2) first appeared in Wuhan City, China in December 2019, and as of the end of February 2020, has been detected in 60 locations internationally. This name was chosen because the virus is genetically related to the coronavirus responsible for the SARS outbreak of 2003. The World Health Organization (WHO) announced "COVID-19" as the name of the new disease caused by SARS-CoV-2. COVID-19 has spread rapidly in China, and has now spread to many countries world-wide, including the United States. COVID-19 has an estimated incubation period of up to 14 days, but most commonly about 5 days. The Centers for Disease Control and Prevention (CDC) has stated that during this incubation period, the person may show little to no symptoms, yet can transmit the virus.

COVID-19 is believed to be spread from person to person by the infected person coughing or sneezing. This produces respiratory droplets from the infected person being put into the air where they can land in the nose or mouth of people in close proximity or be breathed in by people close by. This, coupled with its long incubation period, has led to its rapid spread. This primary mode of transmittance is why infected persons, and those caring for them, are encouraged to wear masks. The most common symptoms of COVID-19 are fever, tiredness, cough, runny nose, and trouble breathing (e.g., pneumonia symptoms). Some patients have reported aches and pains, nasal congestion, sore throat or diarrhea. Some people become infected but don't develop any symptoms and don't feel unwell. Most people (about 80%) recover from the disease without needing special treatment. About 1 out of every 6 people that contract COVID-19 become seriously ill, and develop difficulty breathing. Although most cases are not life-threatening, COVID-19 affects older individuals with chronic health conditions (e.g., high blood pressure, heart disease, diabetes) most severely, and can be fatal. Thus, people with fever, cough and difficulty breathing should seek medical attention.

People with no respiratory symptoms, such as a cough, do not need to wear a medical mask. The WHO recommends the use of masks for people who have symptoms of COVID-19 and for those
caring for individuals who have symptoms, such as cough and fever. The use of masks is crucial for health workers and people who are taking care of someone (at home or in a health care facility).

This virus is currently spreading in the United States. It is important to note that the CDC has stated that the current global circumstances suggest it is likely that this virus will cause a pandemic (i.e., an international epidemic). The COVID-19 situation is a rapidly evolving situation and the risk assessment is being updated regularly by the CDC (https://www.cdc.gov/coronavirus/2019-ncov/index.html).

Although health officials are working on a vaccine for COVID-19, no vaccine is currently available, and likely will not be available until later this year, or early 2021. Consequently, we all need to work together to limit the spread of COVID-19 in our community. The information presented in this document is taken from the websites listed in the references section of this plan, which also serve as sources for additional information for Agency employees.

**Purpose and Intended Use for this Plan**

This COVID-19 Risk Minimization and Outbreak Response Plan (Plan) has been developed by the Amador Water Agency (Agency) to best protect its employees against the risk (current and future) posed by COVID-19. The specific objectives of this plan are to: 1) identify precautionary measures that Agency employees can implement to best protect themselves and each other against contracting and spreading of COVID-19, and 2) to maintain critical operations of the Agency if COVID-19 becomes established in Amador County. Following the introduction, this plan has three major sections.

- **Section II: Precautionary Measures to Reduce the Spread of Illness in the Workplace** identifies precautionary measures that both the Agency and its employees can implement now to minimize the risk of workplace exposure to COVID-19.

- **Section III: Tiered Plan for Maintaining Agency Operations** provides a tiered risk-level approach to modifying Agency operations while minimizing employee risk of workplace exposure to COVID-19 and spread to others within and outside the office, and to maintain critical Agency operations should an outbreak of COVID-19 occur in Amador County.

- **Section IV: References** provides the websites from which much of the information herein was obtained. Agency employees and management can use these sites to get more information and CDC and WHO updates.

The General Manager reserves the right to modify any element of this Plan at any time based on his/her discretion, changed circumstances, and/or direction or requests made by health authorities or other agencies.
II. Precautionary Measures to Reduce the Spread of COVID-19 in the Workplace

The following is a list of actions recommended by the CDC and other health authorities that people should consider implementing presently to reduce their risk of contracting COVID-19 and to reduce its spread should they, or others they interact with, contract the virus.

Precautionary Actions for Immediate Implementation by Agency Employees

The recommended precautionary actions listed below are similar to, or the same as, measures we are all familiar with to minimize our annual risk of contracting influenza (i.e., the flu). Other precautionary measures have been added that are specific to COVID-19 at this time, as recommended by the CDC and other health authorities.

- Employees who have symptoms of acute respiratory illness (i.e., fever and cough, and possibly trouble breathing) need to notify their supervisor and stay home and not come back to work until they are free of fever (100.4°F) or greater (using an oral thermometer), signs of fever, or other respiratory illness symptoms for at least 24 hours, without the use of fever-reducing or other symptom-altering medicines.

- If you have a family member that becomes ill with acute respiratory illness symptoms, notify your supervisor, who may request that you stay home for an appropriate period of time prior to returning to the workplace. Keep your supervisor apprised of you/family member’s recovery.

- If you come down with a cough, fever, shortness of breath or other acute respiratory illness symptoms while at work, separate yourself from your co-workers, notify your supervisor, and immediately go home.

- All employees should practice the following respiratory etiquette and related practices to minimize their risk of contracting and spreading COVID-19.
  
  o Avoid close contact with people who are sick. Maintain 6 feet or greater distance between yourself and anyone who is coughing or sneezing.
  
  o Cover your nose and mouth when you cough or sneeze with a tissue and then throw the tissue away or do so into your elbow or shoulder if no tissue is available.
  
  o Wash your hands frequently with soap and water for at least 20 seconds.
  
  o If soap and water is not available, use hand sanitizer with at least 60% alcohol.
  
  o Avoid touching your eyes, nose and mouth with unwashed hands.
  
  o Put away any community candy jars.
  
  o Routinely clean all frequently touched surfaces in your workspace, such as workstations, mouse, desktop phones, cell phones, countertops, and doorknobs. Use disinfecting wipes to wipe-down common-surface places, where appropriate.
Use cleaning products that contain >60% alcohol, 0.5% hydrogen peroxide, 0.1% sodium hypochlorite (bleach), or other active ingredients known to kill viruses.

- Check the "CDC's Traveler's Health Notices" [https://wwwnc.cdc.gov/travel] for the latest guidance and recommendations before you travel to other countries. Avoid travel to level 3 and 4 countries until the CDC has indicated that it is safe to do so.

- Do not travel by airplane, bus, cruise ship or other means with large numbers of people if you are experiencing symptoms of acute respiratory illness.

Precautionary Actions for Immediate Implementation by Agency Management

- Stay aware of the latest information on the COVID-19 outbreak, available on the WHO and CDC websites.

- Provide tissues and no-touch disposal receptacles for use by all employees.

- Provide alcohol-based hand sanitizers that contain at least 60% alcohol at various locations in the workplace.

- Provide disposable wipes for employee use for wiping down frequently touched surfaces within the workplace.

III. Tiered Plan for Maintaining Agency Operations

This section identifies how Agency operations, including individual employee roles, may need to change if COVID-19 becomes established in Amador County. The co-equal objectives for this portion of the plan are to: 1) best protect employees against the spread of COVID-19, and 2) maintain critical Agency water supply operations for the community. The plan for maintaining Agency operations is tiered based on the COVID-19 risk level in Amador County, as discussed in greater detail below.

Risk Level 1: Continued Increases in the Number of Confirmed Cases of COVID-19 in the United States and California, and no Confirmed Cases in Sacramento County and Surrounding Counties.

Trigger Points: Risk Level 1 shall be declared by the General Manager when confirmed cases of COVID-19 were announced in the United States and in the State of California.

Under Risk Level 1, the risk to employees of contracting COVID-19 is low and thus the Agency shall conduct normal business operations, with the addition of implementing the precautionary measures identified in Section II of this Plan.

Risk Level 2: Continued Increases in the Number of Confirmed Cases of COVID-19 in the United States, California, and few Confirmed Cases in Sacramento and/or Surrounding Counties.
**Trigger Points**: Risk Level 2 shall be declared by the General Manager when confirmed cases of COVID-19 are announced in Sacramento County and/or surrounding counties.

Under Risk Level 2, the risk to employees of contracting COVID-19 remains relatively low, but the risk level is increasing due to increasing numbers of confirmed cases in the country, state, Sacramento County and surrounding counties.

In addition to the actions being implemented under Risk level 1, including the precautionary measures identified in Section II of this Plan, actions to be implemented at Risk Level 2 include, but may not be limited to, the following.

- Have cleaning service disinfect identified surfaces and bathrooms more frequently.
  - Supplement through employee efforts to sanitize identified administrative office surfaces on days that the cleaning service does not do so.
- Those collecting money at the front counter from the public are to wear rubber medical gloves and are not to touch common-place door handles/knobs, coffee pots, or other commonly touched surfaces within the office with gloved hands.
  - Remove and dispose of gloves and wash hands prior to eating or touching common-surface places within the office.
- Limit routine in-person meetings in favor of conference calls.
- Ensure all supplies for treating water are fully stocked.
- Temporary flexible workplace and leave policies, and other relevant aspects of this Plan, shall be communicated to all Agency employees.
- If an employee does not exhibit COVID-19 symptoms but becomes sick (e.g., headache and/or upset stomach), the employee shall stay home until no longer contagious. The General Manager will direct the employee to go home if the employee is exhibiting sickness symptoms at work. In either case, the employee will not be compensated while absent from work unless they use personal time off or vacation time.
- The General Manager will coordinate with local agencies including water agencies to discuss procedures and mutual aid.

At Risk Level 2, Agency management will start to hold meetings on Risk Level 3 and 4 scenarios, and through these meeting discussions will determine whether the Agency is ready to implement the necessary modified operations for those higher risk levels. These scenario exercises are intended to identify short comings in the Agency’s preparedness and to focus near-term efforts on remedying the “holes” in the response planning as quickly as possible. If not already in place, authorities, triggers, and procedures for activating and terminating key elements of this Plan will be put in place.
Risk Level 3: Continued Increases in the Number of Confirmed Cases of COVID-19 in the United States, California, and Numerous Cases in Sacramento County and Surrounding Counties.

**Trigger Points:** Risk Level 3 will be declared by the General Manager if COVID-19 reaches or approaches epidemic levels in the United States and numerous confirmed cases of COVID-19 are announced for Sacramento County and surrounding counties.

At Risk Level 3, COVID-19 may be declared an epidemic by the CDC and local health authorities in the United States and California and numerous cases have been confirmed in people living in Sacramento County and surrounding counties. As such, the risk of contracting COVID-19 for Agency employees is no longer low. At the direction of the General Manager, the Agency will now further modify operations to minimize all contact of employees with the general public and will focus on maintaining essential duties necessary to maintain water service to the public, with the minimal number of employees.

Operational scenarios will now focus on how best to maintain essential services with reduced staff, should one or more Agency employees contract the virus. Additional operational modifications to be implemented at Risk Level 3 shall include, but not necessarily be limited to, the following.

- Cease collecting payments at the front office from the general public and, instead, require all customers to mail in payments and conduct business by phone.
  - Notify the public by website, media, answering service, and radio station.
  - Close-down the administrative office to the general public.
  - Notify other local agencies and vendors of the Agency's office closure to the public.
- Board meetings shall be postponed or conducted by teleconference (if possible) rather than by in-person meetings.
- Implement practices developed, including staggered shifts, less interaction with homeowners, methods of leaving door notices, etc. to increase physical distance among employees and between employees and the public, as further directed in Attachment A.
  - Separate departments and minimize in-person interactions between Agency administrative, operations, and distribution employees to the maximum extent possible.
    - Within departments, minimize face-to-face interactions of key personnel as well.
    - Coordinate by email, phone, and text messages whenever possible and effective.
Accounts Payable documents and general mail will be scanned and emailed to associated departments (i.e., Cindy Hansen or another individual as assigned by Tracey Hays).

- At the direction of the General Manager, certain employees may be directed to perform their duties from home or during a particular shift.

**Risk Level 4: Initial Confirmed Case(s) of COVID-19 Among Agency Employees.**

*Trigger Point:* Risk Level 4 will be declared by the General Manager in consultation with the Amador County Health Officer, if one or more Agency employees, or an immediate family member of an employee, test positive for COVID-19.

Because of the small size of the Agency, operating out of a single administrative office, one or more Agency employees (or their immediate family members) being confirmed to have contracted COVID-19 is a situation that poses a relatively high risk to other Agency employees of contracting the virus.

In addition to the actions and operational procedures already being implemented, additional operational modifications/actions to be implemented at Risk Level 4 as directed by the Amador County Health Officer, may include, up to and including, the following.

- Employees will remain home until directed otherwise by the General Manager.
  - Each employee will be compensated by the Agency up to 30 working days without having to use personal time off or vacation time until the employee is cleared to return to work by a health official or the General Manager.
  - Employees not exhibiting symptoms of COVID-19 will be on-call for work activities, at the direction of the General Manager, Manager, or their direct supervisor. All on-call employees must respond and be at work within 2 hours if called upon to work.
  - Any employees reporting to work shall wear a face mask and gloves when interacting with other parties.

- Employee(s) that have contracted COVID-19 (or employees who have family members that have confirmed COVID-19) will not be allowed to return to work until they can provide a doctor’s note, clearing them of COVID-19.

- If an employee has been confirmed to have COVID-19, the General Manager will inform other employees, using the phone tree, of their possible exposure to COVID-19, but will maintain confidentiality of the infected employee. All Agency employees will be instructed to stay home.

- Employees should refer to the CDC guidance for "how to conduct a risk assessment" of their potential exposure (CDC Website: https://www.cdc.gov/coronavirus/2019-ncov/summary.html#risk-assessment).
- Board meetings shall continue to be postponed or conducted by teleconference (if possible) rather than by in-person meetings.
- Implement any potential remaining actions identified to minimize in-person contact among employees and between employees and the public.
- Implement all identified minimum essential functions necessary to maintain only essential Agency services, with essential personnel, as further defined in Attachment B.
- CIP work is temporarily suspended. Other actions may be implemented at the direction of the General Manager, the CDC, or local health authorities.

**VI. References**

Websites that contributed information to this plan are listed below. They also serve as reference sites for employees to obtain further information about COVID-19.


https://www.osha.gov/SLTC/covid-19/


https://www.who.int/news-room/q-a-detail/q-a-coronaviruses


https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html.html

https://hrexecutive.com/coronavirus-hrs-role/

**Approved and implemented**

John Kingsbury, Interim General Manager
Attachment A
Action Plan for Risk Level 3
Attachment A
Action Plan for Risk Level 3

Operations:

Operations personnel will isolate themselves into the following groups. There shall be no person-to-person interactions between these two groups.

Group 1: Treatment staff

Group 2: Distribution, Utility, and Information Technology consultants

- The Water Treatment Supervisor will assign operators to specific facility sites where they will report and work from. The Water Treatment Operator will conduct regular treatment responsibilities, including well checks, plant inspections, basic maintenance, and State-required water quality sampling.

- The Distribution will generally remain back in the Maintenance/Operations Center. These Departments will respond in person to service calls only for the most serious situations such as no water service and/or water line breaks. Customers who have water quality complaints or pressure problems will be responded to with telephone calls in a concerted effort to resolve the problems. Meter reading and basic water distribution maintenance activities will continue to the extent that employees can maintain safe distances from the general public. The Utility Department will continue to conduct CIP work with the understanding that employees need to maintain safe distances from the general public.

Engineering:

Engineerings will conduct business remotely with staff rotating one at a time into the office throughout the week to interact with other Agency departments. Social distancing and isolation will be enforced. Inspections will continue as projects are being constructed. Inspectors will utilize social distancing with contractors and other staff.

Administration:

Administrative personnel will continue to conduct business as normal, except that the Administration Building will be closed to the public. All interaction with the public will be by telephone or email.

Administrative personnel will isolate themselves from Operations personnel and all contact will be conducted through telephone or email.

Information Technology:

Thomas Dainat (Consultant) will be posted at the Training/IT Center at the Railroad WTP.

Garrett Bigart (Consultant) will be posted at the Administration Building.
Attachment B
Action Plan for Risk Level 4
Attachment B
Action Plan for Risk Level 4

**Operations:**

Operations will be suspended for the duration of the quarantine period. The length of the quarantine period will be determined by the General Manager based on the circumstances at the time (including prevalence of COVID-19 in the community), and input from health authorities. (estimated to be approximately 14-28 days). During this time:

- One Water Treatment Operator will conduct well checks, plant inspections, and State-required water sampling during normal business hours. If the Treatment Department does not have an Operator available, then a Distribution Operator will take over these responsibilities.

- Two Distribution Operators will conduct patrols throughout Up Country and Down Country during normal business hours.

- All Distribution and Treatment Operators not exhibiting symptoms of COVID-19 will be on call.

After the quarantine period, as declared by the General Manager, Operations staff cleared to return to work will resume duties commensurate to the declared Risk Level.

**Engineering:**

Engineering will conduct business remotely. Staff may rotate into the office or project site to interact with other Agency departments, consultants and contractors as essential for the functioning of facilities and projects. Social distancing and isolation will be enforced. Inspections will continue as projects are being constructed. Inspectors will utilize social distancing with contractors and other staff.

**Administration:**

Administration operations will be suspended for the duration of the quarantine period (estimated to be approximately 14-28 days). During this time:

- The Finance Manager, Accountant and Accounting Clerk will only perform essential duties such as Payroll, AP, etc. through remote access from home if appropriate.

- The Human Resources Manager, will only perform essential duties as necessary through remote access from home if appropriate; with reporting to office for certain functions as required.

After the quarantine period, Administrative staff cleared to return to work will resume duties commensurate to the declared Risk Level.

**Information Technology:**
Attachment B
Action Plan for Risk Level 4

Thomas Dainat (Consultant) will work from home and only respond in person to I.T. emergencies if absolutely necessary.
STAFF REPORT

Jackson Valley Irrigation District Request to Purchase
Drought Raw Water Supply

Requested Action:
Discussion and consider possible approval of a sale and transfer agreement for a drought raw water supply to Jackson Valley Irrigation District.

Background
The Agency owns a contractual entitlement for 15,000 acre-feet of raw water per year under Pacific Gas & Electric Company's pre-1914 appropriative water rights in the Mokelumne River watershed ("PG&E Water"), which PG&E will be able to supply regardless of any future curtailment order that the SWRCB may issue against pre-1914 appropriator.

On February 26, 2020, the Jackson Valley Irrigation District Board of Directors declared a water emergency and directed staff to notify its customers of pending water allocations.

On March 3, 2020 Amador Water Agency received a letter from Steven Fredrick General Manager of Jackson Valley Irrigation District requesting the purchase of up to 5,000 acre-feet of emergency raw water for agricultural use.

The Agency will not use all of its PG&E Water in 2020 and is willing to temporarily make up to 5,000 acre-feet of that water available this year for sale and transfer as a supplemental drought supply for beneficial use within the District's service area.

At the March 12, 2020 board meeting the Board of Directors agreed to sale and transfer up to 5,000 acer-feet at a price of $12.00 per acer-feet from the agency's raw water supply. The Board also gave staff direction to amend and use an existing water sale and transfer agreement between the Agency and Jackson Valley Irrigation District for this sale and transfer and to bring back this agreement at the March 26, 2020 Board Meeting for consideration and approval.
Staff Recommendation:

Execute the attached March 2020 agreement for a drought water supply between Amador Water Agency and Jackson Valley Irrigation District.

Prepared by:  Rick Ferriera, Operations Manager
AGREEMENT FOR A DROUGHT WATER SUPPLY BETWEEN AMADOR WATER AGENCY AND JACKSON VALLEY IRRIGATION DISTRICT

This Agreement is entered as of March ___, 2020 by and between Amador Water Agency ("Agency") and the Jackson Valley Irrigation District ("District"), both California public agencies. The Agency and the District also are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, the District possesses a post-1914 appropriative water right to directly divert up to 3,850 acre-feet per year from the Mokelumne River, which the District diverts from Pardee Reservoir under an agreement with the East Bay Municipal Utility District ("EBMUD");

WHEREAS, the measured water year rainfall at the District's water supply reservoir, Lake Amador, as of March 11, 2020 is 8.02 inches, which is the lowest recorded precipitation at this station since the 1977 Drought;

WHEREAS, on February 26, 2020, the District Board of Directors declared a water emergency and directed staff to notify its customers of pending water allocations;

WHEREAS, the District will not have sufficient water supplies for its customers without a supplemental supply unless significant precipitation occurs during the remainder of the rain season;

WHEREAS, the Agency owns a contractual entitlement for 15,000 acre-feet of raw water per year under Pacific Gas & Electric Company's pre-1914 appropriative water rights in the Mokelumne River watershed ("PG&E Water"), which PG&E will be able to supply regardless of any future curtailment order that the SWRCB may issue against pre-1914 appropriators; and

WHEREAS, Agency will not use all of its PG&E Water in 2020 and is willing to temporarily make up to 5,000 acre-feet of that water available this year for sale and transfer as a supplemental drought supply for beneficial use within the District's service area on the terms and conditions set forth in this Agreement.

AGREEMENT:

1. Term of Agreement. This Agreement shall become effective on the date set forth above and expire on December 31, 2020, unless terminated sooner as provided herein; provided, however, that any obligations under this Agreement to be performed after December 31, 2020, shall survive the expiration of the term of this Agreement and shall be fully enforceable.

2. Delivery of Water.
a. Subject to approval by PG&E and EBMUD, the Agency agrees to sell and make available to the District at the District’s intake at Pardee Reservoir up to 5,000 acre-feet of PG&E Water at a maximum rate of 15 cubic feet per second on a schedule provided each month by the District. The Agency’s delivery of PG&E Water to the District may begin upon execution of this agreement and end no later than December 31, 2020 unless extended by an amendment to this agreement. The Agency shall be responsible for obtaining PG&E approval for the delivery of PG&E Water as provided herein; and the District shall be responsible for obtaining EBMUD approval for said delivery.

b. The District shall provide a schedule of its desired daily diversions for each month to the Agency by no later than five days before the beginning of the month in which the schedule shall apply.

c. All facilities required by the District to divert and measure the PG&E Water at its intake at Pardee Reservoir and all facilities downstream of the intake necessary to convey and distribute the PG&E Water to District water users shall be owned, installed, operated, maintained and repaired by the District at its sole expense.

d. The Parties recognize that there is a 2% conveyance loss from PG&E’s outfall from the Electra Powerhouse to the District’s intake at Pardee Reservoir. Accordingly, the amount of PG&E Water conveyed from the PG&E outfall from the Electra Powerhouse shall be 102% of the PG&E Water measured at the District’s intake at Pardee Reservoir. The District is responsible for compensating the Agency for conveyance loss water accordingly.

e. The District shall use all PG&E Water supplied by the Agency under this Agreement only for beneficial purposes by its water users within the boundaries of the District’s service area.

f. If either PG&E or EBMUD fails to approve the delivery of PG&E Water hereunder, this Agreement shall terminate as of the date of such disapproval.

3. **Purchase Price and Reimbursement of Costs.**

a. The District shall pay $12.00 per acre-foot for all PG&E Water delivered by the Agency, inclusive of conveyance losses, as measured at the District’s intake at Pardee Reservoir in accordance with Section 4 of this Agreement. The District shall pay for all PG&E Water delivered by the Agency on a monthly basis in accordance with Section 5 of this Agreement.

b. The District shall reimburse the Agency for its actual legal, administrative and engineering costs incurred in connection with the preparation of this Agreement, securing approvals from PG&E and EBMUD, and the environmental review associated with the sale of water to JVID. The Agency shall provide JVID with an itemized bill for such costs which
bill shall be paid by JVID within 30 days after its date. Interest shall accrue on any late payment at the rate of 10% per annum.


a. All PG&E Water delivered by the Agency to the District shall be metered on a real-time basis as diverted at the District’s intake at Pardee Reservoir. The District shall record and provide records to the Agency of its total diversions of PG&E Water by no later than five days following the end of each month. The metering records shall be used by the Agency to invoice the District each month for all PG&E Water delivered.

b. Prior to the start of the Agency’s deliveries of PG&E Water, the District shall calibrate the meter at its intake at Pardee Reservoir. During the term of this Agreement, the District shall maintain the meter at the intake in good working order. The District shall calibrate and maintain and repair the meter at its Pardee Reservoir intake at its sole expense. If, at any time during the term of this Agreement, the Agency believes that the District’s meter is not functioning correctly, the Agency shall notify the District and the District shall immediately investigate the accuracy of the meter. If the meter is not functioning accurately, then the District shall immediately repair and recalibrate the meter at its expense to restore its accuracy, and the Agency shall adjust the amount of PG&E Water delivered to the District as nearly as possible to the correct amounts in accordance with the estimated degree of error resulting from the malfunctioning of the District's meter.

c. Once the PG&E Water is delivered at the intake at Pardee Reservoir, the District shall bear all losses associated with diverting the PG&E Water and conveying and distributing that water downstream of the intake.

5. Invoicing and Payments. After the end of each month, the Agency shall invoice the District for all PG&E Water that the Agency has been made available in that month. The District shall pay each invoice for PG&E Water issued by the Agency within thirty days after the date of the Agency's invoice. Interest shall accrue at the annual interest rate of 10% on any invoices that remain unpaid after thirty days. Monthly invoices shall be for the aggregate amount of PG&E Water made available to the District by the Agency during the relevant month. The District shall pay all invoices to the Agency at the address provided in Section 14 of this Agreement.


a. The District understands and agrees that the PG&E Water is raw, untreated water that is not fit for human consumption and other uses for which water treatment is normally required. The Agency makes no warranty or representations as to the quality or fitness for use of the PG&E Water sold and delivered to the District. The District shall be responsible at its expense for all necessary measures for the testing, treatment, and other steps required to make the PG&E Water fit for any uses of the District and its water users. The Agency, its officers, directors, employees and agents shall not be liable for any loss, cost
(including, but not limited to, attorney's fees and litigation or arbitration costs), expense, damage, liability, suit or judgment for damages of any nature whatsoever, including, but not limited to, property damage, personal injury or death, arising out of or in any way connected with the quality of the delivered water or its use for any purpose.

b. The District shall have sole responsibility for the water beyond the delivery point and shall indemnify, protect and hold the Agency and its officers, directors, agents and employees harmless against any and all cost (including, but not limited to attorney's fees and litigation or arbitration costs), loss, expense, claim, liability, suit or judgment for damages of any nature whatsoever, including, but not limited to, property damage, personal injury or death, arising out of or in any way connected with the control, carriage, handling, use, disposal, or distribution of the PG&E Water after it has passed the point of delivery. The District shall with due diligence reasonably defend any suit brought against an indemnified party asserting a claim covered by this indemnity. In the event the District fails to reasonably and with due diligence defend any such suit where an indemnified party is thus required to undertake its own defense, the District shall pay such indemnified party's costs and reasonable attorney's fees for such defense.

7. Curtailment of Deliveries.

a. If PG&E terminates releases of PG&E Water or such releases are enjoined or discontinued by any judicial or regulatory order or action, the Agency's obligation to deliver any additional PG&E Water to the District shall terminate at the same time as any PG&E cessation of releases or the effective date of the judicial or regulatory order or action. In the case of any such termination of delivery of PG&E Water, the Agency and the District shall meet and confer to determine if the Agreement should be terminated or if it should remain in effect in case the Agency is able to restore deliveries of PG&E Water at a later time.

b. The Agency shall use due diligence in delivering water as provided in Section 2. The Agency, its officers, directors, employees and agents shall not be liable for any damage, direct or indirect, arising from any insufficiency, interruption or curtailment of water delivery caused by acts of God, accident, fire, strikes, riots, war, water conditions, water facility malfunctions, operational constraints, actions or decisions by any governmental agency, office or court, or any condition outside of the Agency's control. Insofar as feasible, the Agency shall give the District forty-eight hours advance notice of any such insufficiency, interruption or curtailment, except in the case of an emergency, in which case no notice need be given.

c. If the Agency experiences higher flowrate or volume demands from its customers than currently anticipated, the Agency shall give the District forty-eight hours' advance written notice of a curtailment or termination of the delivery to the District in order for the Agency to meet its customers' water needs.

d. The District agrees to indemnify, protect and hold the Agency and its officers, directors, agents, and employees harmless against any and all cost (including, but not limited to, attorney's fees and litigation or arbitration costs), loss, damage, expense, liability, suit or
judgment for damages of any nature whatsoever, including, but not limited to, property damage, personal injury or death, arising out of or in any way connected with any insufficiency, interruption, or curtailment of water pursuant to this paragraph. The District shall with due diligence reasonably defend any suit brought against an indemnified party asserting a claim covered by this indemnity. In the event the District fails to reasonably and with due diligence defend any such suit where an indemnified party is thus required to undertake its own defense, the District shall pay such indemnified party's costs and reasonable attorney's fees for such defense.

8. Water Rights. The PG&E Water delivered to the District under this Agreement is a portion of the surface water available to the Agency under its contractual entitlement with PG&E. Consistent with the provisions of California Water Code, the water deliveries provided under this Agreement shall not confer any appropriative, public trust or other right to water on the District or any other person or entity. Nothing in this Agreement shall act as forfeiture, diminution or impairment of any rights of the Agency to its full diversion of water after the expiration of the Agreement, and this Agreement shall in no way prejudice any of the Agency’s rights thereto. The Parties agree that the water transferred under this Agreement is considered a beneficial use of water under California law.

9. Termination. In addition to any termination as provided in Sections 2e., 7 or 10 hereof, the District may terminate this Agreement without cause upon 15 days' written notice to the Agency in accordance with Section 14. Upon termination, the Parties shall thereafter have no further obligations or responsibilities hereunder and shall release each other from further obligations under this Agreement, except for payment of any costs incurred prior to the effective date of the termination.

10. Litigation. In the event of litigation or an administrative challenge related to this Agreement, the Agency and the District shall promptly meet and confer to perform a risk assessment of the litigation/challenge and cooperate in good faith to determine whether to terminate the Agreement due to the litigation/challenge. Either the Agency or the District may elect to terminate the Agreement due to any such litigation/challenge. If either the Agency or the District elects to terminate the Agreement, the District still shall be obligated to pay for all of the PG&E Water made available by the Agency prior to such termination. Regardless of whether the Agreement is terminated, if litigation is pending, the District shall take all necessary and appropriate actions at its expense to defend the Agreement on behalf of both the District and the Agency until the litigation or challenge is resolved. The Agency shall cooperate with the District in defending the litigation and participate in any proceedings related to the litigation or challenge as requested by the District.

11. Cooperation. To the extent reasonably required, each Party to this Agreement shall, in good faith, assist the other Party in preparing all necessary documents and obtaining all necessary regulatory and other approvals to effectuate this Agreement.
12. **Waiver of Rights.** Any waiver, at any time, by either Party of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

13. **Assignment.** This Agreement is entered into in reliance on water supplies available to the Agency and the needs of the District's customers for water, and therefore any attempted assignment of this Agreement in whole or in part by the District without the prior written consent of the Agency shall be void.

14. **Notices.** All notices that are required, either expressly or by implication, to be given by either Party to the other Party under this Agreement shall be signed by an officer of the Agency and the District as each Party may, from time, authorize in writing to so act. Any notices to Parties required by this Agreement shall be delivered or mailed, United States first-class postage prepaid, addressed as follows:

**AGENCY:**
Amador Water Agency  
John Kingsbury, General Manager  
12800 Ridge Road  
Sutter Creek, CA 95685  
(209) 223-3018  
jkingsbury@amadorwater.org

**DISTRICT:**
Jackson Valley Irrigation District  
Steven Fredrick, General Manager  
6755 Lake Amador Drive  
Ione, CA 95640  
(209) 274-2037  
steve@jvid.org

Notice shall be deemed given (a) two calendar days following mailing via regular or certified first-class mail, return receipt requested, (b) one business day after deposit with any one-day delivery service assuring “next day” delivery, (c) upon actual receipt of notice, or (d) upon transmission, if by e-mail confirmed by the recipient, whichever is earlier. The Parties shall promptly give written notice to each other of any change of address, and mailing or shipment to the addresses stated herein shall be deemed sufficient unless written notification of a change of address has been received.

15. **Approvals.** Where the terms of this Agreement provide for action to be based upon a judgment, approval, review or determination of any Party, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious or unreasonable.
16. Entire Agreement. This Agreement constitutes the entire agreement between the Agency and the District and supersedes any oral agreement, statement or promise between them relating to the subject matter of the Agreement. Any amendment, including oral modifications, must be reduced to writing and signed by both Parties to be effective.

17. General Interpretation. The terms of this Agreement have been negotiated by the Parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such document or any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

Amador Water Agency:

By: __________________________
    Richard L. Farrington
    President, Board of Directors

ATTEST:

By: __________________________
    Cris L. Thompson
    Clerk of the Board

Jackson Valley Irrigation District:

By: __________________________
    George Lambert
    President, Board of Directors

ATTEST:

By: __________________________
    Steven Fredrick
    District Secretary
NOTICE OF EXEMPTION

To:        Amador County Clerk  
            108 Court Street  
            Jackson, CA 95642

From:     Amador Water Agency  
            12800 Ridge Road  
            Sutter Creek, CA 95685

Project Title:  
Jackson Valley Irrigation District Emergency Water Supply

Project Location-Specific:  
North Fork Mokelumne River and Pardee Reservoir

Project Location-City:  
N/A

Project Location-County:  
Amador

Description of Nature, Purpose and Beneficiaries of Project:  
Jackson Valley Irrigation District ("JVID") is experiencing a severe water shortage as a result of experiencing the lowest rainfall received since the 1977 drought. The Amador Water Agency ("AWA") proposes to sell up to 5,000 AF of water at a rate not to exceed 15 CFS conveyed by the Mokelumne River to Pardee Reservoir, where the water will be diverted through existing JVID facilities. The project terminates on December 31, 2020. The project will not involve the construction or modification of any new or existing facilities. Flows in the river to supply the purchased water would be within historical rates.

Name of Person or Agency Approving and Carrying Out Project:  
Amador Water Agency

Exempt Status: (Check One)  
___ Ministerial  
___ Declared Emergency (Sec. 15071(a))  
___ Emergency Project (Sec. 15071(a) and (c))  
___ Statutory Exemption (Sec. 21080(b)(4) of the California Public Resources Code)  
___ Other: Categorical Exemption (Secs 15061(b)(3) and 15269(c), CEQA Guidelines)

Reasons why project is exempt:  
This emergency water supply project is necessary to mitigate water shortage impacts to JVID due to the extremely dry hydrology in the 2019-2020 water year. This project will be complete before the end of the calendar year. This project will use existing facilities and storage contracts and does not include any construction or modification of facilities. This project will occur within existing flow rates on the Mokelumne River and will not involve a change to releases from Pardee Reservoir or Lake Camanche. It therefore can be seen with certainty that the project will not have a significant effect on the environment.

Contact Person:  
Rick Ferriera, Operations Manager

Area Code/Telephone/Extension:  
(209) 257-5284

Signature:  
Date: 3/20/2020

Date Received by County Clerk for Filing:
STAFF REPORT

Wildflower Subdivision

Requested Action:
Discussion and consider possible approval of Resolution No. 2020-05 approving a variance from Water Code Section 2.06(d), “Conditional Will Serve Commitment”, to authorize one additional 3-year extension for the Wildflower Subdivision Unit 3 of 92 lots and final 9 lots in Unit 4.

Background
As discussed at the last board meeting, AWA originally granted a Conditional Will Serve commitment for the Wildflower Subdivision on May 11, 2005. The developers of Wildflower extended their Conditional Will Serve commitments multiple times, with the last expiration date being May 11, 2017. Under the Agency’s Water Code, the present developer is not entitled to any further extensions, although the Board may grant a variance upon request. The Wildflower development has previously used $787,518 in participation fee credits for the previously expired Conditional Will Serves. AWA has approved Phase 3 design drawings. Staff has finished setting meters for the 87 lots in Phase 4 over the last two years.

Recently, Axios Homes obtained complete ownership of the Wildflower Subdivision. The current lone Water Treatment Plant capacity is around 2.8 MGD. Peak summer plant demand has been around 2.4 MGD. It is anticipated that the Wildflower Subdivision Phase 3 would add 0.08 MGD to the summer demand.

Staff Recommendation:
Discussion and possible approval of a resolution of a variance under Agency Water Code section 1.29 to the limits on will-serve commitment extensions under Water Code section 2.06(d) to authorize an additional 3-year extension for the Wildflower Subdivision Unit 3 of 92 lots and the remaining 9 lots in Unit 4. Direct staff to issue a Conditional Will Serve commitment upon acceptance within 60 days of a performance bond for 100% of the water improvements required of Wildflower Phase 3 and payment of 15% of additional participation fees for each lot in the form of fee credits.

Prepared by:  Darrel Evensen, Engineering Manager
RESOLUTION NO. 2020-05
OF THE BOARD OF DIRECTORS OF THE AMADOR WATER AGENCY
ADOPTING A VARIANCE FROM WATER CODE SECTION 2.06 TO GRANT AN ADDITIONAL WILL-SERVE COMMITMENT EXTENSION FOR UNITS 3 AND 4 OF THE WILDFLOWER SUBDIVISION

WHEREAS, Axios Homes ("Axios") is the owner and developer of the Wildflower Subdivision located in the city of Ione, California, which receives water service from the Agency;

WHEREAS, Axios is presently marketing the final nine lots in Unit 4 of the subdivision and has obtained staff’s approval of design drawings for the development of water service facilities within Unit 3 with the intent to begin work to build out and marketing the 92 lots comprising Unit 3;

WHEREAS, Axios and its predecessors have constructed and dedicated a water tank to the Agency that is used in part to serve the subdivision, entered into a reimbursement agreement for the costs of the tank and mainline extension agreements, built and dedicated water system facilities necessary to serve portions of the subdivision, and been actively building and selling homes within the subdivision;

WHEREAS, Axios’ last extension of the Agency’s will-serve commitment has expired and, under the Agency’s Water Code, Axios is not entitled to any further extensions as provided in Section 2.06(d) of the Code;

WHEREAS, Section 1.29 of the Water Code authorizes the Agency’s Board of Directors, on its own motion, to find that by reason of special circumstances it may suspend or modify any provision of the Water Code; and

WHEREAS, Agency staff has requested that the Board, consistent with Section 1.29 of the Agency Water Code, grant a variance from the limitation on extensions of will-serve commitments provided in Section 2.06(d) of the Code to authorize one additional three-year extension for Axios to complete the buildout of Units 3 and 4 of the Wildflower Subdivision.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Amador Water Agency as follows:

1. The Board finds special circumstances exist that are sufficient to grant, on its own motion, a variance to Axios to obtain an additional three-year extension of the Agency’s will-serve connection on the terms and conditions stated herein; such special circumstances including that the Agency has sufficient capacity to serve the subdivision, there are no other developers with existing will-serve commitments that have requested additional capacity in the immediate future; Axios and its predecessors have satisfied all obligations to the Agency for entering into required agreements and obtaining staff

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approvals to develop the subdivision, invested in delivering facilities to the Agency necessary to serve the subdivision, and, considering the economic circumstances since 2007, diligently pursued development of the Wildflower Subdivision.

2. In light of the findings of special circumstances set forth herein, the Board hereby approves a variance from the limitation on will-serve commitments provided in Water Code Section 2.06(d) for Axios to receive one additional three-year extension of the will-serve commitment for service connections for the 92 lots in Unit 3 and remaining nine lots in Unit 4 of the Wildflower Subdivision. This grant of variance is subject to Axios providing an acceptable performance bond for 100% of the water improvements required of Wildflower Phase 3 within 60 days of the adoption of this resolution and payment of 15% of additional participation fees for each lot in Unit 3 in the form of fee credits.

3. The General Manager or his designee is directed to take the necessary actions to implement the extension of the will-serve commitment as granted herein, subject to Axios satisfying the conditions set forth in paragraph 2.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Amador Water Agency at a regular meeting held on this 26th day of March, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Signed and approved by me after its passage this 26th day of March, 2020

__________________________
Richard L. Farrington
President, Board of Directors

ATTEST:

__________________________
Cris L. Thompson
Clerk of the Board of Directors