AGENDA
NKGSA Advisory Committee Meeting
January 12, 2018, 1:30 PM
Clovis Public Safety Community Room, 1233 Fifth Street, Clovis, CA

Conference Call Number: (559) 324-2995

1. Call to Order

2. Approval of Minutes from September 8 Meeting

3. Receive – Ad hoc Subcommittee Updates
    - Technical
    - Administrative/Fiscal
    - Membership/Outreach/Communications

4. Receive – Update on Kings Sub-Basin Coordination

5. Approve – Recommended 2018 Advisory Committee Meeting Schedule (2nd Friday of the Month)

6. Approve – Recommended 2018 NKGSA Board Meeting Schedule (4th Thursday of the Month)

7. Approve – Recommendation that Board adopt resolution to join ACWA

8. Approve – Recommendation that Board approve and execute ACWA JPA agreement (required to obtain JPIA insurance for NKGSA)

9. Public Comments

10. Member Comments

11. Adjourn

MINUTES
(Preliminary – Subject to Revision/Approval at next meeting)

NKGSA Advisory Committee Meeting
September 8, 2017
Clovis Public Safety Building

In attendance:

*Luke Serpa – Clovis
*Bill Stretch – FID
*Dejan Pavic - Fresno
*Glenn Allen – Fresno County
*Nick Keller – Garfield WD (phone)
*Ken Moore – Kerman
*Dwight Miller – Biola CSD
*Alan Hoffman – FMFCD
*Tim Bakman – Bakman Water Company
Kevin Dale – Legal Counsel
Lisa Koehn – Clovis
Sarge Green – Fresno State
Ronnie Samuelian – Provost and Pritchard
Jim Anderson – Malaga CWD
Christina Guzman – Fresno County
Sayre Miller – Ag representative
Steve Ward – CUSD
Andrew Nabors – CUSD
Cristel Tufenkjian - KRCD
Mike Prandini - BIA
Rufus Rodriguez - ?
Don A. Wright – Reporter

* - Voting representative on Advisory Committee

Item 1 - Called to order at 1:31 PM

Item 2 – Approval of Minutes from 7/14/2017 Meeting

Motion by Bill Stretch to approve, second by Dwight Miller. Approved unanimously.

Item 3 – Ad Hoc Subcommittee Updates

Item 3a – Technical Subcommittee

Bill Stretch indicated that the subcommittee met on September 6, but did not meet in August. Provost and Pritchard walked the group through the chapters of the GSP. The hydrogeologic Conceptual model is complete. Draft chapter regarding monitoring network has been distributed to group for review and comment. Still working on defining/describing existing groundwater conditions. The Basin Coordination Group is one-month away from receiving initial estimate of total overdraft, with estimates of localized overdraft and discussion of lateral flows to follow. Bill also described recent FID newsletter.

Item 3b – Administrative/Fiscal Subcommittee

Lisa Koehn indicated that the Subcommittee has not met recently. The Proposal Solicitation Package (PSP) for the grant is expected to be released next week. P&P will be preparing the application and North Fork Kings GSA will be working with KRCD as submitting agency for the subbasin.

Item 3c – Membership/Outreach/Communications Subcommittee

Dwight Miller inquired/reminded all agencies to provide a link to the GSA website on the agency site. Dwight indicated that the subcommittee met the previous week. The state has issued guidance for GSA outreach and the committee will meet to review the guidance and discuss recommendation for future outreach. Dwight also provided data sheet regarding NKGSA web site visits.

Item 6 – Public Comments

No public comments

Item 7 – Member Comments

Ken Moore indicated that he and Lisa had recently attended a workshop at LAFCo regarding the LAFCo requirements for providing notice and opportunity for comment to GSA for any annexations or sphere of influence changes.

Bill Stretch expressed appreciation to CUSD representatives for attending the meeting and for being engaged in the SGMA proceedings. Bill also indicated tha the SJVWIA meeting had been held earlier in the day and the application for Prop 1 funding had been submitted.

Item 9 – Adjourn

Motion by Dwight Miller, second by Ken Moore to adjourn; approved unanimously. Adjourned at 1:58 PM.

Joint Powers Agreement

Creating The

Association of California Water Agencies Joint Powers Insurance Authority

Adopted May 9, 1979
Revised on May 7, 2012

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Joint Powers Agreement

Creating The

Association Of California Water Agencies Joint Powers Insurance Authority

THIS AGREEMENT is made and entered into in the County of Placer, State of California, by and among the water districts and agencies (hereinafter "Districts") and other public entities (hereinafter "Friends of ACWA") 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 Districts and Friends of ACWA are sometimes referred to herein as "parties" or "Members".

Recitals

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

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

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

WHEREAS, the parties to this Agreement desire to join together for the purpose of establishing pools for self-insured losses and purchasing excess insurance or reinsurance and administrative services in connection with joint protection programs for said 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) **"Auditor/Controller"** shall mean that person, designated by the Executive Committee who is required to draw, or cause to be drawn, checks, warrants, and electronic payments on behalf of the Authority, and to provide for an annual audit.

(b) **"Authority"** shall mean the Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA) created by this Agreement.

(c) **"Board of Directors" or "Board"** shall mean the governing body of the Authority.

(d) **"Chief Executive Officer"** shall mean that employee of the Authority who is so appointed by the Executive Committee and ratified by the Board of Directors at the next meeting, unless approved unanimously by the Executive Committee.

(e) **"Claims"** shall mean demands made against Members which are within the Authority's joint protection programs as developed by the Board of Directors.

(f) **"Deposit Premium"** shall mean the amount determined by the Executive Committee annually, as necessary to fund each joint protection program of the Authority.

(g) **"Director"** shall mean that individual selected by the Member, from its governing body, to represent the Member on the ACWA/JPIA Board of Directors.

(h) **"District"** shall mean those entities of local government empowered by law to replenish ground waters, distribute, control, treat, develop, acquire, use, store or supply water, or empowered by laws to protect, drain or reclaim lands within the State of California, including but not limited to irrigation districts, California water districts, municipal water districts, county water districts, municipal utility districts, and drainage, water replenishment, reclamation districts, flood control districts, conservation districts, sanitation districts, sanitary districts, special act districts, cities, and joint powers authorities which are signatories to this Agreement and are members of the Association of California Water Agencies (ACWA), or are affiliated with ACWA based on their meeting the criteria currently specified by ACWA for ACWA Affiliates – "Friends of ACWA".

(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) **"Excess Insurance"** shall mean that insurance or reinsurance which may be purchased on behalf of the Authority to protect the funds of the Members.

(k) **"Executive Committee"** shall mean the Executive Committee of the Board of Directors of the Authority.

(l) **"Finance and Audit Committee"** shall mean the committee of the Authority composed of financial staff of districts appointed by the Board President and ratified by their Districts.

(m) **"Fiscal Year"** shall mean that period of twelve (12) months which is established as the fiscal year of the Authority.

(n) "**Friends of ACWA**" shall mean those public agencies that do not meet the definition of "**District**" who are members of the ACWA or are affiliated with ACWA based on their meeting the criteria currently specified by ACWA for ACWA Affiliates – "Friends of ACWA," and which are also signatories to this Agreement.

(o) **"Insurance"** shall mean and include a joint protection program, self-insurance through a funded program, and/or any commercial insurance or reinsurance contract.

(p) **"Member"** shall mean either a **"Friend of ACWA"** or a **"District"** which is a signatory to this Agreement.

(q) **"Policy Year"** shall mean a period of time, usually twelve (12) months, determined by the Executive Committee into which each joint protection program is segregated for ease in determining deposit premiums, incurred losses, and retrospective premium calculations.

(r) **"Retrospective Premium Adjustment"** shall include the terms "Retrospective Premium" and "Retrospective Adjustment" and shall mean the amount determined by the cost allocation plans and formulas adopted from time to time by the Board as a Member's share of losses, expenses, and contribution to the catastrophe fund or other reserve.

(s) **"Secretary"** shall mean the person appointed by the Executive Committee 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 Executive Committee may order, a book of minutes of actions taken at all meetings of the Board of Directors and Executive Committee.

(t) **"Treasurer"** shall mean the person appointed by the Executive Committee to keep and maintain, or cause to be kept and maintained, adequate and correct financial records of the Authority.

Article 2 — Purposes

This Agreement is entered into by 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 public liability, workers' compensation, unemployment, health, accident and/or dental, and property coverage, or coverage for other risks to which the Board of Directors may agree.

Additional purposes are to reduce the amount and frequency of losses, and to decrease the cost incurred by Members in the handling and litigation of claims. These purposes shall be accomplished through the exercise of the powers of such Members jointly in the creation of a separate entity, the Association of California Water Agencies Joint Powers Insurance Authority (the Authority), to administer joint protection programs wherein Districts and Friends of ACWA will separately pool their losses and claims, and jointly purchase excess insurance and/or reinsurance and administrative and other services, including claims adjusting, data processing, risk management consulting, loss prevention, legal, and other related services.

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.

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 21. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Article 22 or Article 23, shall not affect this Agreement or such party's intent to contract as described above with the other parties to the Agreement then remaining.

Article 4 — Term Of Agreement

This Agreement became effective on the date of execution hereof by the last of sixty (60) Districts with a combined 1978/79 liability policy premium of $2 million, and it shall continue until and unless terminated as hereinafter provided.

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 Association of California Water Agencies Joint Powers Insurance Authority. Pursuant to Government Code Section 6508.1, the debts, liabilities and

obligations of the Authority shall not constitute debts, liabilities or obligations of any party to this Agreement or of any District or Friend of ACWA.

Article 6 — Powers Of Authority

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

(1) To make and enter into contracts;

(2) To incur debts, liabilities or obligations;

(3) To acquire, hold or dispose of property, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;

(4) To sue and be sued in its own name; and

(5) 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, and in accordance with Government Code Section 6509, the foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the Walnut Valley Water District as specified in The California Water District Law (California Water Code Sections 34000 *et seq.*).

Article 7 — Board Of Directors

(a) The Authority shall be governed by the Board of Directors which is hereby established and which shall be composed of one representative from each Member, who shall be a Member director selected by the governing board of that Member. Each Member, in addition to appointing its member of the Board, shall appoint at least one alternate who shall be an officer, member of the governing board, or employee of that Member. The alternate appointed by a Member shall have the authority to attend and participate in any meeting of the Board when the regular member for whom he or she is an alternate is absent from said meeting.

(b) Each Director or alternate of the Board shall serve until a successor is appointed. Each Director or alternate shall serve at the pleasure of the Member by which he or she has been appointed.

(c) Each Director representing a Member, or his or her alternate, shall have one vote.

Article 8 — Powers Of The Board Of Directors

The Board of Directors of the Authority shall have the following powers and functions:

(a) The Board shall elect from its voting members pursuant to Article 10 of this Agreement an Executive Committee.

(b) The Board may review all acts of the Executive Committee, and shall have the power to modify and/or reverse any decision or action of the Executive Committee upon a majority vote of the voting Directors present at any Duly Constituted Board Meeting.

(c) The Board shall review, modify if necessary, and approve the annual operating budget of the Authority, prepared by the Executive Committee pursuant to Article 11 (d).

(d) The Board shall receive and review periodic accountings of all funds under Articles 17 and 18 of this Agreement.

(e) The Board shall have the power to conduct on behalf of the Authority all business of the Authority, including that assigned to the Executive Committee, which the Authority may conduct under the provisions hereof and pursuant to law.

(f) The Board shall have such other powers and functions as are provided for in this Agreement or in the Bylaws.

Article 9 — Meetings Of The Board Of Directors

(a) **Meetings.** The Board shall provide for at least one annual regular meeting. It may also provide for adjourned regular meetings, special meetings, or meetings upon call of the President of the Board.

(b) **Minutes.** The Secretary of the Authority shall cause minutes of regular, adjourned regular, and special meetings (but not of any closed-session portion of any such meeting) to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to each Member.

(c) **Quorum.** Any fifty (50) voting members of the Board present when the meeting is called to order shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. A vote of the majority of those voting members present and voting in the prescribed manner at any Duly Constituted Board Meeting shall be sufficient to constitute action by the Board except as otherwise specifically set forth in this Agreement or in the Bylaws.

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

Article 10 — Executive Committee

(a) There shall be an Executive Committee of the Board of Directors which shall consist of nine (9) members, as provided in the Bylaws. Eight (8) members of the Executive Committee shall be elected by the Board of Directors from its voting members as provided in the Bylaws. The ninth member of the Executive Committee shall be the Vice President of the Association of California Water Agencies, who shall be an *ex officio* member of the Executive Committee.

(b) The Executive Committee shall appoint a President and a Vice President of the Board of Directors from among the eight (8) Executive Committee members elected by the Board of Directors, as provided in the Bylaws. The President of the Board, or the Vice President in his or her absence, shall serve as the Chair of the Executive Committee.

(c) The unexcused absence of a member of the Executive Committee, other than the Vice President of the Association of California Water Agencies, from two consecutive meetings may be cause for the removal of said member by the Executive Committee.

(d) Vacancies on the Executive Committee shall be filled as provided in the Bylaws.

Article 11 — Powers Of The Executive Committee

The Executive Committee shall have the following powers:

(a) The Executive Committee shall determine details of and select the joint protection program or programs of the Authority.

(b) The Executive Committee shall determine and select all insurance, including excess insurance and reinsurance, necessary to carry out the joint protection program or programs of the Authority.

(c) The Executive Committee shall have authority to contract for or develop various services for the Authority, including, but not limited to, claims adjusting, loss control and risk management consulting.

(d) The Executive Committee shall cause to be prepared the operating budget of the Authority for each fiscal year, subject to review, modification and approval by the Board, as provided for in Article 8 (c).

(e) The Executive Committee shall receive and act upon reports of all other committees and from the Chief Executive Officer.

(f) The Executive Committee shall appoint the President, Vice President, Chief Executive Officer, Secretary, Treasurer, and Auditor/Controller of the Authority.

(g) The Executive Committee shall have the authority to engage, retain, and discharge persons, firms, or other organizations as the Executive Committee deems necessary for the administration of the Authority. The Executive Committee may delegate this authority to the Chief Executive Officer of the Authority.

(h) The Executive Committee shall exercise general supervisory control of and provide policy to the Chief Executive Officer.

(i) Additional committees and sub-committees shall be established by the Executive Committee as it deems necessary to best serve the interests of the Authority.

(j) The Executive Committee shall have such other powers and functions as are provided for pursuant to this Agreement.

Article 12 — Meetings Of The Executive Committee

The meetings of the Executive Committee shall be held and conducted as provided in the Bylaws. The Committee shall make periodic reports to the Board of Directors, advising the Board of its decisions and activities.

Article 13 — Officers Of The Authority

(a) **President and Vice President.** The President and Vice President of the Board shall be appointed by the Executive Committee from among the Executive Committee's eight (8) elected members. In the event the President or Vice President so appointed ceases to be a member of the Board, the resulting vacancy in the office of President or Vice President may be filled on either an interim or a permanent basis at the next regular meeting of the Executive Committee held after such vacancy occurs. In the absence or inability of the President to act, the Vice President shall act as President. The President, or in his or her absence the Vice President, shall preside at and conduct all meetings of the Board, and shall chair the Executive Committee.

(b) **Chief Executive Officer.** The Chief Executive Officer shall have the general administrative responsibility for the activities of the Authority and shall appoint all necessary employees thereof, subject to prior authorization of

each position by the Executive Committee and shall perform such other duties as may be assigned by the Executive Committee.

(c) **Auditor/Controller.** The Auditor/Controller shall be appointed by the Executive Committee. The duties of the Auditor/Controller shall be as set forth in Articles 17 and 18 of this Agreement.

(d) **Secretary.** The Secretary shall be appointed by the Executive Committee and shall be responsible for all minutes, notices, and records of the Authority.

(e) **Treasurer.** The Treasurer shall be appointed by the Executive Committee. The duties of the Treasurer shall be as set forth in Articles 17 and 18 of this Agreement.

(f) The Executive Committee shall have the power to appoint such other officers as may be necessary to carry out the purposes of this Agreement.

Article 14 — Standing Committees

The Board or the Executive Committee may establish standing committees from time to time, as provided in the Bylaws.

Article 15 — Insurance Coverage

(a) The Authority shall maintain such levels of insurance coverage for Members as may be determined by the Executive Committee. Such coverage may provide for binding arbitration before an independent arbitration panel of any disputes concerning coverage between the Authority and a Member.

(b) The Insurance coverages provided for Members by the Authority may include protection for comprehensive and economical public liability, property, workers' compensation, employee benefits, or coverage for other risks which the Executive Committee may determine to be advisable.

(c) The Executive Committee may arrange for group policies to be issued for Members interested in obtaining additional coverage, at an additional cost to those participating Members.

(d) The Executive Committee may arrange for the purchase of Excess Insurance. The Executive Committee may discontinue purchase of this Excess Insurance, if at a future time it is no longer needed to protect the Authority's funds.

Article 16 —Implementation Of The Joint Protection Program

(a) The Board of Directors shall establish the insurance coverages provided for in Article 15, the amount of deposit premiums, and the precise cost

allocation plans and formulas, and shall provide for the handling of claims, and the pro forma financial statements of each joint protection program, and shall specify the amounts and types of Excess Insurance or reinsurance to be procured.

(b) The Deposit Premium for each Member for each joint protection program shall be determined by the Executive Committee.

(1) Deposit Premiums shall be based on estimated costs for a given program year. Costs shall include estimates for claims, excess insurance/reinsurance, general & administrative expenses, program reserves and include an estimate for interest earnings.

(2) Each Member's share of the Deposit Premium for the given program year shall generally be based on its payroll and past loss history for the Liability, Workers' Compensation, and Employee Benefits Programs and scheduled values for the Property Program.

The Executive Committee may make retrospective premium adjustments to prior program years.

(c) The Retrospective Premium Adjustment, and all other adjustments to the Authority's financial records respecting each Member, shall be made annually. All premiums shall be due and payable within thirty (30) days after the invoice date.

(d) Inasmuch as some Members may experience an unusually high dollar value of losses during a single Policy Year, which would increase their Retrospective Premium substantially above the Deposit Premium for that joint protection program for that Policy Year and cause budgetary problems, the Executive Committee may allow for payment of a portion of such additional Retrospective Premium to be made over a period of time, not to exceed five years, with reasonable interest.

(e) The Executive Committee shall have the power to disburse or distribute reserve funds for their intended purposes.

Article 17 — Accounts And Records

(a) **Annual Budget.** The Authority shall annually adopt an operating budget, pursuant to Article 8 (c) of this Agreement.

(b) **Funds and Accounts.** The Treasurer of the Authority shall establish and maintain such funds and accounts as required by the Executive Committee 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.

(c) **Treasurer's Report.** The Treasurer shall present a complete written report of all investment activities for the most recently completed fiscal year to the Board at its regularly scheduled meeting.

(d) **Annual Audit.** The Auditor/Controller shall provide for a certified, annual audit of the accounts and records of the authority, which audit shall be made by a certified public accountant and shall conform to generally accepted auditing standards. Such report shall be presented to the Executive Committee and, following its approval by the Executive Committee, shall be presented to the Board of Directors for concurrence.

Article 18 — Responsibility For Monies

(a) The Treasurer of the Authority shall have the authority to delegate the signatory function of Treasurer to such persons as are authorized by resolution of the Executive Committee.

(b) A bond in the amount determined adequate by the Executive Committee shall be required of all officers and personnel authorized to disburse funds of the Authority, such bond to be paid for by the Authority.

(c) 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 outstanding bonds and coupons 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 the Chair of the Finance & Audit Committee.

Article 19 — Responsibilities Of The Authority

The Authority shall perform the following functions in discharging its responsibilities under this Agreement:

(a) Provide insurance coverage as necessary, including but not limited to a self-insurance fund and commercial insurance, as well as excess coverage, reinsurance, and umbrella insurance, by negotiation or bid, and purchase, as necessary.

(b) Assist Members in obtaining insurance coverage for risks not included within the coverage of the Authority.

(c) Assist each Member's designated risk manager with the implementation of that risk management function as it relates to risks covered by the joint protection programs within the Member.

(d) Provide loss prevention and safety consulting services to Members as required.

(e) Provide claims adjusting and subrogation services for Claims covered by the Authority's joint protection programs.

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

(g) Review Member contracts to determine sufficiency of indemnity and insurance provisions when requested.

(h) Conduct risk assessments for each Member.

(i) The Authority shall have such other responsibilities as deemed necessary by the Board of Directors or Executive Committee.

Article 20 — Responsibilities Of Members

Members shall have the following responsibilities:

(a) The governing board of each Member shall appoint a representative and at least one alternate representative to the Board of Directors, pursuant to Article 7 of this Agreement.

(b) Each Member shall appoint an employee 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.

(c) It is recommended that each Member maintain an active safety officer and/or committee. Each Member shall consider all recommendations of the Authority concerning unsafe practices.

(d) Each Member shall pay its deposit premium and premium adjustments, including any Retrospective Adjustment, within thirty (30) days after the invoice date. After withdrawal or termination, each Member or former Member or its successor shall pay within 45 days to the Authority its share of any additional premium, when and if required of it by the Executive Committee under Article 24 or Article 25 of this Agreement.

(e) Each Member shall provide the Authority with such other information or assistance as may be necessary for the Authority to carry out the joint protection programs under this Agreement.

(f) Each Member shall in any and all ways cooperate with and assist the Authority, and any insurer or reinsurer of the Authority, in all matters relating to this Agreement and covered claims, and shall also comply with all Bylaws, rules and regulations adopted by the Board of Directors and Executive Committee.

Article 21 — New Members

The Authority shall allow new Members entry into its joint protection programs only upon approval by the Board, or by the Executive Committee if specifically delegated such authority by resolution of the Board, which resolution may impose such conditions or limitations upon such authority of the Executive Committee as the Board deems appropriate. Members entering under this Article may be required to pay their share of the organizational expenses as determined by the Executive Committee, including expenses necessary to analyze their loss data and determine their Deposit Premiums.

Article 22 — Withdrawal

(a) A Member may withdraw as a party to this Agreement any time prior to its consenting in writing to enter the joint protection program.

(b) A Member that does not consent in writing to enter the joint protection program must withdraw as a party to this Agreement prior to the effective date of the program, or it will be considered to have voluntarily withdrawn upon such effective date.

(c) As respects to coverage Programs of the Authority, other than the Employee Benefits Program:

(1) A Member that enters or has entered any pooled joint protection program may not withdraw as a participant of that program, as a party to this Agreement, or as a Member of the Authority, for a three-year period commencing on the Member's date of entry into said pooled joint protection program.

(2) After the initial three-year non-cancellable commitment to each pooled joint protection program, a Member may withdraw only at the end of said program's Policy Year, provided it has given the Authority a twelve-month written notice of its intent to withdraw from said pooled joint protection program.

(i) No later than ninety (90) days prior to the end of said pooled joint protection program's Policy Year, any Member having given an Article 22 (d) conditional notice shall make clear to the Authority its final decision on withdrawal. Final notice of actual withdrawal must be given and received by that date in clear, unambiguous form. The staff is instructed to rely on such final notice received on or before ninety (90) days prior to the end of the program's Policy Year, and no rescission of such final notice can be made after close of business ninety (90) days prior to the end of the program's Policy Year. If no such final notice is received by close of business on the required date, staff shall treat the original notice with all its conditions and ambiguities as final notice of withdrawal.

(ii) Any participation by a former Member must be effected as a new Member. No benefits will be held over from the withdrawing Member's former status as a previous program participant.

(3) Members may withdraw from any group purchase program at the conclusion of its Policy Year, without being required to give the twelve-month written notice required for withdrawal from pooled joint protection programs.

(d) Members may withdraw as a party of the Employee Benefits Program to be effective on the first day of any month by providing written intention of withdrawing to the Authority at least 60 days prior to the proposed effective date of the withdrawal. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Authority which shall acknowledge receipt of such notice of the withdrawal in writing effective upon the proposed filing date, or such other date as the Executive Committee may designate which is not more than 90 nor less than 60 days from the notice in order to bring such notice of withdrawal in compliance with the terms hereof.

(e) 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.

Article 23 — Cancellation Of Membership Or Participation

(a) Notwithstanding the provisions of Article 22, the Authority shall have the right to cancel any Member's participation in any joint protection program upon a two-thirds vote of the voting 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.

(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, shall cease and be canceled automatically at the end of the next complete Policy Year for each program whenever such Member's membership in the Association of California Water Agencies, or its affiliation with said Association based on its meeting the criteria currently specified by ACWA for ACWA Affiliates – "Friends of ACWA," ceases. Such automatic cancellation shall not relieve the Member or former Member of its responsibilities as provided for in Article 24 (b).

(c) Notwithstanding any other provisions of this Agreement, the participation of any Member of the Authority, including participation in any of the Authority's programs, may be canceled at the discretion of the Executive Committee whenever such Member is dissolved, consolidated, merged or annexed. A reasonable time shall be afforded, in the discretion of the Executive Committee, to place coverage elsewhere. Any such cancellation shall not relieve the Member or former Member of its responsibilities as provided for in Article 24 (b).

Article 24 — Effect Of Withdrawal Or Cancellation

(a) The withdrawal or cancellation of any Member from this Agreement shall not terminate the same and a Member by withdrawing or being canceled shall not be entitled to payment or return of any premium, consideration or property paid, or donated by the Member to the Authority, or to any distribution of assets, except as provided in Article 25 (c).

(b) The withdrawal or cancellation of any Member after the effective date of any joint protection program shall not terminate its responsibility to contribute its share of deposit premium, premium adjustments or funds to any funds or insurance program(s) created by the Authority until all claims, or other unpaid liabilities, covering the Program period any part of which the Member was signatory thereto have been finally resolved and a determination of the final amount of payments due by the Member or credits to the Member for the period of its participation has been made by the Executive Committee. In connection with this determination, the Executive Committee may exercise similar powers to those provided for in Article 25 (b) of this Agreement.

Article 25 — Termination And Distribution

(a) This Agreement may be terminated at any time by the written consent of three-fourths (3/4) of the voting Members, provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of assets and all other functions necessary to wind up the affairs of the Authority.

(b) The Executive Committee is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority. These powers shall include the power to require Members and former

Members, including those which were signatory hereto at the time the Claim arose or was incurred, to pay their share of any additional amount of premium in accordance with loss allocation formulas for final disposition of all Claims and losses covered by this Agreement. A Member's or former Member's share of such additional premium shall be determined on the same basis as that provided for Retrospective Premiums in Article 16 of this Agreement.

(c) Upon termination of this Agreement all assets 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 22 (d) or were canceled pursuant to Article 23 of this Agreement, in accordance with and proportionate to their cash contributions (including premium payments and property at market value when received) made during the term of this Agreement. The Executive Committee shall determine such distribution within six (6) months after disposal of the last pending Claim or loss covered by this Agreement.

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

Article 26 — Provision For Bylaws And Manuals

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 27 — Notices

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

Article 28 — Amendment

This Agreement may be amended at any time by a two-thirds (2/3) vote of the voting Directors present at any Duly Constituted Board Meeting.

Article 29 — 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, premium or asset of the Authority.

Article 30 — 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, the parties hereto have first executed this Agreement by authorized officials thereof on the date indicated below:

DATE: _____ _____

Member

BY:

_____

Signature of Authorized Representative

WALK-IN ITEMS

RESOLUTION NO. 2018-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF NORTH KINGS GROUNDWATER SUSTAINABILITY AGENCY CONSENTING TO ENTER THE JOINT PROTECTION PROGRAM OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES/JOINT POWERS INSURANCE AUTHORITY

WHEREAS, pursuant to the provisions of Section 990, 990.4, 990.8, and 6500 of the Government Code, the North Kings Groundwater Sustainability Agency wishes to enter into an agreement with various other agencies entitled "Joint Powers Agreement Creating the Association of California Water Agencies/Joint Powers Insurance Authority" (the Authority), for the purpose of participating in the Joint Powers Insurance Authority created thereby, which since its formation has provided for and administered a joint protection program as more fully set forth in said agreement; and

WHEREAS, said joint protection program offers significant advantages to the North Kings Groundwater Sustainability Agency in terms of cost, liability protection, and services, and entering such program, on the conditions hereinafter set forth, appears to be in the best interest of the North Kings Groundwater Sustainability Agency.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the North Kings Groundwater Sustainability Agency:

Section 1. That the North Kings Groundwater Sustainability Agency hereby consents pursuant to the above-mentioned Joint Powers Agreement, and the resolutions and policies enacted in implementation of such Agreement, to enter said joint protection program.

Section 2. That the North Kings Groundwater Sustainability Agency hereby elects to join the Liability Program sponsored by the Authority.

Section 3. That the North Kings Groundwater Sustainability Agency hereby selects $2,500.00 as its Retrospective Allocation Point (RAP) for the first partial year of participation under the Authority's cost allocation formula for liability exclusive of Dam Failure Liability.

Section 4. That the Treasurer of the North Kings Groundwater Sustainability Agency is hereby authorized to pay to the ACWA/Joint Powers Insurance Authority its first deposit premium.

Section 5. That the Secretary of the Board of Directors of the North Kings Groundwater Sustainability Agency is directed to certify a copy of this resolution and to forward the same resolution, the signed Joint Powers Agreement, and the JPIA deposit premium payment promptly by mail; to the Association of California Water Agencies/ Joint Powers Insurance Authority, P.O. Box 619082, Roseville, California, 95661, at which time coverage will commence the 25th day of January, 2018.

PASSED AND ADOPTED this 25th day of January, 2018, by the following vote to wit:

_____
Jerry Prieto, Jr., Chairman

DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Chairman Prieto	_____	_____	_____	_____
Vice-Chairman Pacheco	_____	_____	_____	_____
Director Kienow	_____	_____	_____	_____
Director Hernandez	_____	_____	_____	_____
Director Flores	_____	_____	_____	_____
Director Brand	_____	_____	_____	_____
Director Pickens	_____	_____	_____	_____

CERTIFICATE OF SECRETARY
OF
NORTH KINGS GROUNDWATER SUSTAINABILITY AGENCY,
a California joint powers agency

I, Gary R. Serrato, do hereby certify that I am the duly authorized and appointed Executive Officer / Secretary-Treasurer of the North Kings Groundwater Sustainability Agency, a California joint powers agency (the "Agency"); that the following is a true and correct copy of that certain Resolution 2018-01 duly and unanimously adopted and approved by the Board of Directors of the Agency on the 25th day of January, 2018; and that said resolution has not been modified or rescinded and remains in full force and effect as the date hereof:

IN WITNESS WHEREOF, I have executed this Certificate on this 25th day of January, 2018.

_____
Gary R. Serrato, Secretary
North Kings Groundwater Sustainability Agency

North Kings Groundwater Sustainability Agency
Income Statement
Actual Compared to Original and Proposed Budgets

	Jul 17-Dec 17 Actual	06/22/2017 Approved 2017-2018 Budget	% of Budget	01/25/2018 Proposed 2017-2018 Budget	% of Budget
Income					
Member/Contracting Entity					
Bakman Water Company	21,000.00	21,000.00	100%	21,000.00	100%
Biola Community Services Distr	9,000.00	9,000.00	100%	9,000.00	100%
City of Clovis	59,000.00	59,000.00	100%	59,000.00	100%
City of Fresno	125,000.00	125,000.00	100%	125,000.00	100%
City of Kerman	20,000.00	20,000.00	100%	20,000.00	100%
County of Fresno	93,000.00	93,000.00	100%	93,000.00	100%
CSU Fresno	-	21,000.00	0%	21,000.00	0%
Fresno Irrigation District	187,000.00	187,000.00	100%	187,000.00	100%
Garfield Water District	25,000.00	25,000.00	100%	25,000.00	100%
International Water District	24,000.00	24,000.00	100%	24,000.00	100%
Total Member/Contracting Entity	563,000.00	584,000.00	96%	584,000.00	96%
Total Income	563,000.00	584,000.00	104%	584,000.00	96%
Expense					
Audit Expense	4,285.00	6,000.00	71%	6,000.00	71%
Bank Charges	-	-	0%	-	0%
Office Supplies	-	2,000.00	0%	2,000.00	0%
Insurance	-	3,000.00	0%	3,000.00	0%
Kings Basin Coordination	12,962.00	85,000.00	15%	85,000.00	15%
Legal	11,371.88	30,000.00	38%	30,000.00	38%
Professional Services					
Engineering Consultant	114,535.90	500,000.00	23%	540,000.00	21%
Public Information/Website	912.75	1,000.00	91%	1,000.00	91%
Security Services	36.74	500.00	7%	500.00	7%
Professional Services	115,485.39	501,500.00	23%	541,500.00	21%
Supporting Staff (FID)	3,979.66	30,000.00	13%	30,000.00	13%
Printing/Materials Costs (FID)	-	2,000.00	0%	2,000.00	0%
Total Expense	148,083.93	659,500.00	22%	699,500.00	21%
Net Ordinary Income	414,916.07	(75,500.00)	-550%	(115,500.00)	-359%
Other Income/Expense					
Other Income					
Interest Income	127.39	-	0%	-	0%
Total Other Income	127.39	-	0%	-	0%
Net Other Income	127.39	-	0%	-	0%
Net Income	**415,043.46**	**(75,500.00)**	**-550%**	**(115,500.00)**	**-359%**

Gary Serrato

From: David Cehrs <dcehrs@verizon.net>
Sent: Thursday, December 28, 2017 7:58 PM
To: Gary Serrato
Subject: TIME ESTIMATES

NORTH KINGS GSA - TIME ESTIMATES	HOURS ESTIMATE WITH P&P MAKING MAPS		HOURS ESTIMATE WITHOUT P&P MAKING MAPS	
TASK 1 - STORAGE CHANGE				
N KINGS GSA	9		12	
FID	2		3	
METRO FRESNO-CLOVIS	2		3	
NE & E - NON SURFACE DELIVERY	2		3	
UPPER KINGS SUB BASIN	6		8	
MCMULLIN	2		3	
CENTRAL + S KINGS	2		3	
KINGS RIVER EAST	2		3	
JAMES ID	2		3	
N FORK KINGS	2		3	
MADERA SUB BASIN	8	39	12	56

TASK 2 - BOUNDARY FLOWS - UNCONFINED, CONFINED	LOW ESTIMATE	HIGH ESTIMATE
N KINGS - MCMULLIN	8	12
N KINGS - CENTRAL + S KINGS	8	12
N KINGS - KINGS R EAST	5	7
N KINGS - MADERA SUB BASIN	12	15
N KINGS - SIERRA NEVADA FOOTHILLS	8	12
UPPER KINGS SUB BASIN - MADERA SUB BASIN	6	8
UPPER KINGS SUB BASIN - DELTA MENDOTA SUB BASIN	8	10
UPPER KINGS SUB BASIN - WESTSIDE SUB BASIN	12	15
UPPER KINGS SUB BASIN - TULARE LAKE SUB BASIN	8	10

UPPER KINGS SUB BASIN - KAWEAH SUB BASIN	8	83	10	111

TASK 3 - SAFE YIELDS	LOW ESTIMATE		HIGH ESTIMATE	
N KINGS GSA	15		18	
FID	6		8	
METRO FRESNO-CLOVIS	6		8	
NE & E- NON SURFACE DELIVERY	10		12	
UPPER KINGS SUB BASIN	10		12	
MCMULLIN	8		10	
CENTRAL + S KINGS	6		8	
KINGS RIVER EAST	5		6	
JAMES ID	5		6	
N FORK KINGS	8	79	12	100

MEETINGS OF KINGS BASIN GSA's	10		15
	~5		~7
TOTAL	211 WEEKS		282 WEEKS

David Cehrs
dcehrs@verizon.net