

Dan Woolery,
President, Division 3

James Rickert,
Vice President, Division 5

Ronnean Lund,
Director, Division 1

Audie Butcher,
Director, Division 2

Steve McCarley,
Director, Division 4

Jered Shipley,
General Manager

BOARD MEETING

Agenda

May 11, 2023 – 6pm

1. Call To Order

2. Flag Salute

3. Public Participation

Time set aside for members of the public that wish to address the Board regarding operations of the District within the jurisdiction of the Board. Individuals are requested to fill out a Speaker Request Form and limit comments to a maximum of three minutes.

4. Consent Items

- a. Approve the Minutes of the Regular Board Meeting on March 09, 2023, April 13, 2023 and Special Board Meeting on April 19, 2023.
- b. Financial Status Report for Year-to-Date Through April 2023.
- c. Payroll – Approve the Payroll Check Register for the Month of April 2023.
- d. Electronic Federal Tax Payment System (EFTPS) & Automated Clearing House (ACH) – Approve transactions for the Payroll Periods April 15, 2023 and April 30, 2023.
- e. Voided and/or missing checks for April 2023.
- f. Cash Disbursement Journal for April 2023.

5. Business Items

- a. Consider formation and appointment of Anderson-Cottonwood Irrigation District Finance Subcommittee.

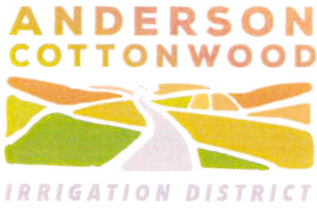
6. Other Business

- a. General Manager Report
- b. Operations Manager Report
- c. Update on District Agreements with California Fish and Wildlife, Reclamation District 108 for Thiamine Deficiency Pilot Project at District Diversion Dam

7. Closed Session

- a. Public Employee Employment and/or Performance Evaluation (Government Code §54957)
Title – General Manager Evaluation
- b. Conference With Legal Counsel – Existing Litigation (Government Code §54956.9(d)(1).)
 - i. *PCFFA v. Raimondo* (USDC E.D. Cal., Case No. 1:20-cv-00431-JLT-EPG)
 - ii. *CNRA v. Raimondo* (USDC E.D. Cal., Case No. 1:20-cv-00426-JLT-EPG)

8. Adjourn



Dan Woolery
President, Division 3

James Rickert
Vice President, Division 5

Ronnean Lund
Director, Division 1

Audie Butcher
Director, Division 2

Steve McCarley
Director, Division 4

Jered Shipley
General Manager

Draft Minutes
Regular Board of Directors (Board) Meeting
March 9, 2023

1. Call To Order

The meeting was called to order at 6:00 pm.

Directors present:

Butcher, Lund, McCarley, Rickert, Woolery

Staff Present:

General Manager Jered Shipley

Finance Manager Terri White

Operations Manager Ben Duncan

Administrative Specialist Katie Hatfield-Trejo

2. Flag Salute

The flag salute was led by Administrative Specialist Katie Hatfield-Trejo.

3. Public Participation

Time set aside for members of the public that wish to address the Board regarding operations of the District within the jurisdiction of the Board. Individuals are requested to fill out a Speaker Request Form and limit comments to a maximum of three (3) minutes.

Steve Barr commented that we should have had the water irrigation applications out to the users earlier as irrigation season was coming up quickly.

Laurie Shaw had concerns about giving everyone including new customers the irrigation water for the discounted rate as she was worried people would add acres and then it would make the rotations too long.

4. Consent Items

- A. Minutes - Approve the Minutes for the March 9, 2023 Board Meeting.
- B. Financial Status Report for Year-to-Date through March 2023.
- C. Payroll - Approve the Payroll Check Register for the Month of March 2023.

- D. Electronic Federal Tax Payment System (EFTPS) & Automated Clearing House (ACH) - Approve transactions for the Payroll Periods of March 1, 2023 and March 16, 2023.
- E. Voided and/or missing checks for March 2023.
- F. Cash Disbursement Journal for March 2023.

Audience member Brenda Haynes asked President Woolery to remove Item F, the Cash Disbursement Journal, from the Consent Agenda and move it to a Business Item. President Woolery asked if any of the Board members had an objection to this request. Director Butcher made the motion to move the Cash Disbursement Journal to a Business Item and Director Rickert made the second. The motion passed with a 5-0 vote.

Director Lund asked a question about the January 12, 2023 Minutes which staff answered. Director ?? then made the motion to approve Consent Items A - E. Director ?? made the second and the motion passed with a 5-0 vote.

5. Business Items

Cash Disbursement Journal for March 2023.

Brenda Haynes had numerous questions regarding checks written from the Cash Disbursement Journal. Operations Manager Ben Duncan, Finance Manager Terri White and General Manager Jered Shipley answered the questions. Director Lund then made a motion to approve Consent Item F, Director McCarley made the second and the motion passed with a 5-0 vote.

- A. Select Special Election candidate to receive District's votes for the vacant Shasta Local Agency Formation Commission (LAFCO) Special District seat. The Board voted 5-0 in favor of Director Lund being elected to LAFCO.
- B. Consider and Approve 2023 Irrigation Season Application and Agreement and the Irrigation Rate for ACID Water Users.

President Woolery asked if there were any comments from the Public regarding the irrigation application. After a lengthy discussion between Board Members, staff and the audience, Director Rickert made the motion to approve the 2023 Irrigation Season Application and Agreement and the Irrigation Rate as presented by General Manager Jered Shipley. Director McCarley made the second and it passed with a 5-0 vote.

6. Other Business

- A. General Manager Report

General Manager Jered Shipley gave a report on meetings he has attended as well as items he is currently working on.

President Woolery announced the meeting would recess into Closed Session at 7:27pm.

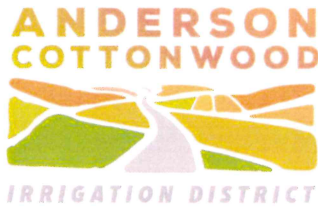
7. Closed Session

- A. Public Employee Employment and/or Performance Evaluation (Government Code §54957)
Title - General Manager Evaluation/Operations Manager
- B. Conference With Legal Counsel - Existing Litigation (Government Code §54956.9(d)(1).)
 - i. *PCFFA v. Raimondo* (USDC E.D. Cal., Case No. 1:20-cv-00431-JLT-EPG)
 - ii. *CNRA v. Raimondo* (USDC E.D. Cal., Case No. 1:20-cv-00426-JLT-EPG)
- C. Conference With Legal Counsel - Anticipated Litigation (Government Code §54956.9(d)(2) or (d)(4)); One Case.

President Woolery reconvened back into Open Session at 8:55pm with no action being taken.

8. Adjourn

President Woolery adjourned the meeting at 8:56pm.



Dan Woolery
President, Division 3

James Rickert
Vice President, Division 5

Ronnean Lund
Director, Division 1

Audie Butcher
Director, Division 2

Steve McCarley
Director, Division 4

Jered Shipley
General Manager

Draft Minutes
Regular Board of Directors (Board) Meeting
April 13, 2023

1. Call To Order

The meeting was called to order at 6:01pm.

Directors present:

Butcher, Lund, McCarley, Rickert, Woolery

Staff Present:

General Manager Jered Shipley

Finance Manager Terri White

Operations Manager Ben Duncan

Administrative Specialist Katie Hatfield-Trejo

Dustin Cooper - Legal Counsel

2. Flag Salute

The flag salute was led by Operations Manager Ben Duncan.

3. Public Participation

Time set aside for members of the public that wish to address the Board regarding operations of the District within the jurisdiction of the Board. Individuals are requested to fill out a Speaker Request Form and limit comments to a maximum of three (3) minutes.

None

4. Consent Items

Director Lund requested remove Item A, the Financial Status Report, from the Consent Agenda and move it to a Business Item. Director Lund made the motion to move the Financial Status Report to a Business Item and Director Butcher made the second. The motion passed with a 5-0 vote.

B. Financial Status Report for Year-to-Date through March 2023.

C. Payroll - Approve the Payroll Check Register for the Month of March 2023.

D. Electronic Federal Tax Payment System (EFTPS) & Automated Clearing House (ACH) - Approve transactions for the Payroll Periods of March 1, 2023 and March 16, 2023.

E. Voided and/or missing checks for March 2023.

2810 Silver Street, Anderson, CA 96007 | Phone: 530-365-7329 | Fax: 530-365-7623

F. Cash Disbursement Journal for March 2023.

Director Rickert made the motion to approve Consent Items B - E. Director McCarley made the second and the motion passed with a 5-0 vote.

5. **Business Items**

Financial Status Report for Year-to-Date Through March 2023. Director Lund had a question regarding the Utilities account #6023 and after discussion, made a motion to approve the Financial Status Report for Year-to-Date Through March 2023 under Business Items. Director Rickert made the second and the motion passed with a 5-0 vote.

- A. Conduct Public Hearing on the Sacramento Valley Regional Water Management Plan Update. (6:30 pm). There were no Public Comments.
- B. Consider and approve Resolution 2023-02, adoption of Sacramento Valley Regional Water Management Plan Update. Citizen Mike Lovelace had a question about BMPs, which was answered by General Manager Shipley. Director McCarley made a motion to approve and Director Rickert made the second and the motion was passed with a 5-0 vote.
- C. Discuss and Consider Time for future Anderson-Cottonwood Irrigation District Board of Directors Meetings. Several Citizens voiced that moving the Board Meetings to 2pm would limit the Public Participation, which is key to the meetings. General Manager Shipley presented the Board of Directors with a quote from Adams Video Productions to record each Board Meeting and post the meetings on our web site monthly. Director Rickert made the motion to approve the online posting of the recorded meetings and Director McCarley made the second. The motion was passed with a 5-0 vote. Director Lund made the motion to keep the Board Meetings at 6pm and Director McCarley made the second with the reserved right to move the Board Meeting to 2pm on occasion and for Special Meetings. The motion was passed with a 5-0 vote.
- D. Review and Approve at will employment of Ben Duncan in regular position of Operations Manager pursuant to terms and conditions of Offer Letter Dated March 28, 2023. The motion was made to ratify the Offer Letter by Director Rickert and the second motion was made by Director Lund. The motion was passed by a 5-0 vote.
- E. Discuss and Consider development of District Investment Policy. Citizen James Carter asked the Board to consider long-term projects in the Investment Policy and to have an operational focus. President Woolery and Director Rickert suggested forming a Financial Investment Committee and follow the recommendation.

6. **Other Business**

- A. General Manager Report

General Manager Jered Shipley gave a report on meetings he has attended as well as items he is currently working on.

Presentation; Rick Hill, Sr. Vice President, RBC Wealth Management Pathfinder Group. Mr. Hill provided the Board of Directors a print-out of his presentation.

President Woolery announced the meeting would recess into Closed Session at 7:58pm.

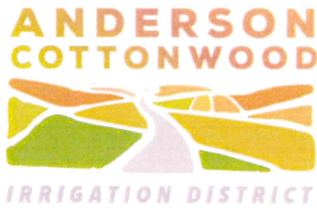
7. Closed Session

- A. Public Employee Employment and/or Performance Evaluation
(Government Code §54957)
Title - General Manager Evaluation/Operations Manager
- B. Conference With Legal Counsel - Existing Litigation (Government Code §54956.9(d)(1).)
 - i. *PCFFA v. Raimondo* (USDC E.D. Cal., Case No. 1:20-cv-00431-JLT-EPG)
 - ii. *CNRA v. Raimondo* (USDC E.D. Cal., Case No. 1:20-cv-00426-JLT-EPG)
- C. Conference With Legal Counsel - Anticipated Litigation (Government Code §54956.9(d)(2) or (d)(4)); One Case.

President Woolery reconvened back into Open Session at 9:25pm with no action being taken.

8. Adjourn

President Woolery adjourned the meeting at 9:27pm.



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James Rickert,
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Ronnean Lund,
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Audie Butcher,
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Steve McCarley,
Director, Division 4

Jered Shipley,
General Manager

SPECIAL BOARD MEETING

Draft Minutes

ACID Diversion Dam

975 North Court Street, Redding, CA

Agenda

April 19, 2023 – 12pm

1. Call To Order

The meeting was called to order at 12:00 pm

2. The District is hosting a landowner meeting and luncheon to provide information and respond to questions. No formal business will be conducted.

Anderson-Cottonwood Irrigation District held a Special Board meeting at the District's Diversion site, 975 North Court Street, Redding, CA on April 19, 2023. The Board answered questions regarding the 2023 irrigation season.

3. Adjourn

The Board did not take any action, and the meeting was adjourned at 2pm.

Anderson Cottonwood Irrigation District
2023 Financial Status Report
Month Ending April 2023

Expenditures

Account Number	Budget Item	Month To Date	Year To Date	2023 Approved Budget	Percent Used	Balance Available
Administration						
6000	Vehicle Mileage	\$0	\$0	\$0	0%	\$0
6001	Medical Exp. / Supplies	\$918	\$1,075	\$1,200	90%	\$125
6002	Travel / Training Expense	\$0	\$447	\$10,000	4%	\$9,553
6003	Office Supplies / Expense	\$1,881	\$5,147	\$11,500	45%	\$6,353
6004	Office Equip. & Maintenance	\$800	\$1,599	\$2,600	62%	\$1,001
6005	Association Dues	\$0	\$14,855	\$25,000	59%	\$10,145
6006	Public Notices	\$0	\$0	\$500	0%	\$500
6007	Election Expense	\$0	\$4,978	\$0	0%	(\$4,978)
6008	Legal Fees / Expense	\$4,273	\$9,593	\$50,000	19%	\$40,407
6009	SRSC Corporation	\$0	\$21,275	\$22,000	97%	\$725
6010	Maintenance Agreements	\$0	\$1,569	\$15,000	10%	\$13,431
6011	CV Strategies	\$5,000	\$21,810	\$60,000	36%	\$38,190
6012	Vehicle Insurance	\$1,076	\$6,881	\$5,000	138%	(\$1,881)
6013	Management Expense Acct.	\$20	\$42	\$1,000	4%	\$958
6014	Liability Claims	\$0	\$0	\$1,000	0%	\$1,000
6015	Property / Liability Insurance	\$0	\$33,972	\$30,100	113%	(\$3,872)
6016	Permit Fees	\$0	\$10,838	\$12,000	90%	\$1,162
6017	County Taxes / Assessments	\$0	\$0	\$5,000	0%	\$5,000
6018	Consultant Services	\$0	\$0	\$75,000	0%	\$75,000
6019	Audit / Accounting Services	\$0	\$0	\$11,000	0%	\$11,000
6020	Web Site Revamp	\$1,155	\$1,155	\$15,000	8%	\$13,845
6023	Utilities	\$2,421	\$7,624	\$20,000	38%	\$12,376
6024	Misc. Expense	\$0	\$0	\$1,000	0%	\$1,000
6026	District GIS	\$0	\$0	\$5,000	0%	\$5,000
6027	SGMA	\$0	\$0	\$7,600	0%	\$7,600
	Sub-Total	\$17,544	\$142,860	\$386,500	37%	\$243,640

Anderson Cottonwood Irrigation District

2023 Financial Status Report

Month Ending April 2023

Account Number	Budget Item	Month To Date	Year To Date	2023 Approved Budget	Percent Used	Balance Available
General Maintenance						
7000	Fuels	\$3,331	\$8,508	\$40,000	21%	\$31,492
7001	Equip Rents & Leases	\$0	\$0	\$10,000	0%	\$10,000
7002	Light Vehicles	\$303	\$2,715	\$10,000	27%	\$7,285
7003	Heavy Vehicles	\$0	\$1,212	\$10,000	12%	\$8,788
7004	Light Equipment	\$0	\$3,535	\$5,000	71%	\$1,465
7005	Heavy Equipment	\$105	\$3,276	\$10,000	33%	\$6,724
7007	Personal Supplies & Equip.	\$0	\$0	\$500	0%	\$500
7008	Maintenance Supplies	\$4,314	\$10,399	\$25,000	42%	\$14,601
7009	Buildings / Yard Maintenance	\$260	\$1,565	\$2,000	78%	\$435
7010	Small Tools & Equipment	\$0	\$583	\$4,000	15%	\$3,417
	Sub-Total	\$8,313	\$31,793	\$116,500	27%	\$84,707
Canal Maintenance & Operations						
8000	SCADA Maintenance	\$40	\$3,583	\$3,000	119%	(\$583)
8001	Diversion Facilities Maint.	\$4,121	\$12,033	\$14,000	86%	\$1,967
8002	Contracted Services	\$4,192	\$4,976	\$35,000	14%	\$30,024
8003	Chemicals	\$0	\$0	\$15,000	0%	\$15,000
8004	Canal Maintenance & Exp.	\$1,829	\$103,874	\$450,000	23%	\$346,126
8005	Pump Maintenance	\$0	\$868	\$30,000	3%	\$29,132
8006	Utilities / Pumping	\$208	\$593	\$135,000	0%	\$134,407
8007	Project Water Costs / USBR	\$0	\$0	\$1,120,000	0%	\$1,120,000
8008	Water Rights Protection	\$8,893	\$20,211	\$80,000	25%	\$59,789
8009	Conveyance System	\$0	\$0	\$0	0%	\$0
8010	Water Transfer / Base Supply	\$320	\$1,763	\$0	0%	(\$1,763)
8012	Storm Damage Expense	\$59,005	\$126,499	\$0	0%	(\$126,499)
	Sub-Total	\$19,283	\$274,400	\$1,882,000	15%	\$1,607,600

Anderson Cottonwood Irrigation District
2023 Financial Status Report
Month Ending April 2023

Balance Summary

	Month To Date	Year To Date	2023 Approved Budget	Percent Used	Balance Available
Total Expenditures	\$128,544	\$714,726	\$3,723,350	19%	\$3,008,624
Total Revenues	\$93,697	\$111,802	\$2,218,000	5%	\$2,120,471

Capital Improvement

	Month To Date	Year To Date	2023 Approved Budget	Percent Used	Balance Available
1112 Land	\$0	\$0	\$0	0%	\$0
1114 Pumps	\$22,000	\$26,986	\$150,000	18%	\$123,014
1116 Trans & Distribution Plant	\$0	\$0	\$0	0%	\$0
1117 Equipment (Machinery)	\$0	\$0	\$325,000	0%	\$325,000
1118 Auto & Trucks	\$0	\$169,370	\$175,000	97%	\$5,630
1119 Buildings	\$0	\$0	\$10,000	0%	\$10,000
1120 Office Furniture & Equipment	\$0	\$0	\$25,000	0%	\$25,000
1123 Yard Improvement	\$0	\$0	\$0	0%	\$0
1124 Canal Lining & Pipe	\$0	\$67,348	\$350,000	19%	\$282,652
1125 Canal Safety Project	\$0	\$0	\$0	0%	\$0
1126 Main Canal Metering	\$0	\$0	\$0	0%	\$0
1127 Main Dam Improvement	\$0	\$0	\$0	0%	\$0
1132 Fish Screens	\$0	\$0	\$0	0%	\$0
1133 Fish Ladders	\$0	\$0	\$0	0%	\$0
1134 SCADA Equipment	\$0	\$0	\$0	0%	\$0
1135 Groundwater Program	\$0	\$0	\$0	0%	\$0
Total	\$22,000	\$263,704	\$1,035,000	25%	\$771,296

Anderson Cottonwood Irrigation District
2023 Financial Status Report
Month Ending April 2023

Cash

L.A.I.F.	\$12,019,615				
TCB Checking	\$287,259				
Petty Cash	\$100				
Imprest Cash	\$200				
TCB Money Market Acct.	\$1,735,013				
Total Cash	\$14,042,187				

Breakdown Of Funds on Deposit

General Fund	\$12,807,478				
Equipment Reserve	\$199,961				
Cap. Improvement Fund	\$771,296				
Drainage Fund	\$25,000				
Water Rights Protection	\$238,452				
Total Cash	\$14,042,187				

Anderson Cottonwood Irrigation District
Payroll Register
 For the Period From Apr 1, 2023 to Apr 30, 2023

Filter Criteria includes: Report order is by Check Date. Report is printed in Detail Format.

Employee ID Employee Reference Date	Pay Type	Pay Hrs	Pay Amt
22-04 Shipley, Rion J. 20093 4/1/23	Reg_Salarie		5,208.34
12 White, Teresa L. 20094 4/1/23	Finance_Ma	97.25	3,403.75
23-01 Hatfield-Trejo, Katherine R. 20095 4/1/23	Admin_Spe	96.00	2,258.88
22-03 Duncan, Benjamin 20096 4/1/23	Reg_Salarie		2,500.00
21-09 Wilson, Kyle D. 20097 4/1/23	WO_MainI	87.00	1,753.05
21-11 Jensen, Jason A. 20098 4/1/23	Equip_Oper	96.00	2,346.24
23 Passmore, Scott C. 20099 4/1/23	Main_Sup	96.00	2,524.80
30 Poliak, Jeff B. 20100 4/1/23	WO_MainII	96.00	2,031.36
33 Vega, Phillip 20101 4/1/23	Ops_Sup Overtime	96.00 0.50	2,463.36 19.25
23-04 Bohannon, Robert C. 20102 4/1/23	WO_MainI	80.00	1,612.00

Anderson Cottonwood Irrigation District
Payroll Register
 For the Period From Apr 1, 2023 to Apr 30, 2023

Filter Criteria includes: Report order is by Check Date. Report is printed in Detail Format.

Employee ID Employee Reference Date	Pay Type	Pay Hrs	Pay Amt
23-03 Moghadam, Sam C. 20103 4/1/23	WO_MainI	96.00	1,934.40
23-02 Post, Cory P. 20104 4/1/23	WO_MainI	79.00	1,591.85
21-04 Reed-Powers, Alistar C. 20105 4/1/23	WO_MainI	80.00	1,612.00
22-04 Shipley, Rion J. 20106 4/17/23	Reg_Salarie		5,208.34
12 White, Teresa L. 20107 4/17/23	Finance_Ma	85.00	2,975.00
22-03 Duncan, Benjamin 20108 4/17/23	Reg_Salarie	88.00	2,833.33
23-01 Hatfield-Trejo, Katherine R. 20109 4/17/23	Admin_Spe	79.50	1,870.64
21-09 Wilson, Kyle D. 20110 4/17/23	WO_MainI Dam Sick_Leave	7.00 49.00 7.50	141.05 1,172.57 151.13
21-11 Jensen, Jason A. 20111 4/17/23	Equip_Oper Dam Sick_Leave	17.00 55.00 8.00	415.48 1,596.10 195.52
23 Passmore, Scott C. 20112	Main_Sup Dam	10.00 70.00	263.00 2,186.10

Anderson Cottonwood Irrigation District
Payroll Register
 For the Period From Apr 1, 2023 to Apr 30, 2023

Filter Criteria includes: Report order is by Check Date. Report is printed in Detail Format.

Employee ID Employee Reference Date	Pay Type	Pay Hrs	Pay Amt
4/17/23			
30 Poliak, Jeff B. 20113 4/17/23	Sick_Leave	2.00	42.32
33 Vega, Phillip 20114 4/17/23	Ops_Sup Dam	17.00 63.00	436.22 1,919.61
21-04 Reed-Powers, Alister C. 20115 4/17/23	WO_MainI Dam	10.00 70.00	201.50 1,675.10
23-02 Post, Cory P. 20116 4/17/23	WO_MainI Dam	10.00 70.00	201.50 1,675.10
23-03 Moghadam, Sam C. 20117 4/17/23	WO_MainI Dam	10.00 70.00	201.50 1,675.10
23-04 Bohannon, Robert C. 20118 4/17/23	WO_MainI Dam	10.00 70.00	201.50 1,675.10
Summary Total 4/1/23 thru 4/30/23	Reg_Salarie Dam Overtime WO_MainI WO_MainII Ops_Sup Equip_Oper Finance_Ma Admin_Spe Sick_Leave Main_Sup	88.00 517.00 0.50 469.00 96.00 113.00 113.00 182.25 175.50 17.50 106.00	15,750.01 13,574.78 19.25 9,450.35 2,031.36 2,899.58 2,761.72 6,378.75 4,129.52 388.97 2,787.80
Report Date Final Total 4/1/23 thru 4/30/23	Reg_Salarie Dam Overtime WO_MainI	88.00 517.00 0.50 469.00	15,750.01 13,574.78 19.25 9,450.35

Anderson Cottonwood Irrigation District
Payroll Register
 For the Period From Apr 1, 2023 to Apr 30, 2023

Filter Criteria includes: Report order is by Check Date. Report is printed in Detail Format.

Employee ID Employee Reference Date	Pay Type	Pay Hrs	Pay Amt
	WO_MainII	96.00	2,031.36
	Ops_Sup	113.00	2,899.58
	Equip_Oper	113.00	2,761.72
	Finance_Ma	182.25	6,378.75
	Admin_Spe	175.50	4,129.52
	Sick_Leave	17.50	388.97
	Main_Sup	106.00	2,787.80

Anderson Cottonwood Irrigation District
Cash Disbursements Journal
For the Period From Apr 1, 2023 to Apr 30, 2023

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
4/1/23	30305	5014	retirement for JS,	390.65	
		1308	04/01/2023 payroll period Edward Jones - Ben Swim		390.65
4/1/23	30306	2226	457 W/H for SP,	75.00	
		1308	04/01/2023 payroll period Variable Annuity Life Ins. Co.		75.00
4/1/23	6674V	1441	Refund for 2022 Irrigation Season		265.86
		1308	West, Jimmy L.	265.86	
4/4/23	30307	2224	child support W/H for JJ,	375.87	
		1308	4/1/23 payroll period CA State Disbursement Unit		375.87
4/12/23	30308	7008	90 shirts/ T&D & Office,	2,129.66	
		1308	plus decal stickers and artwork setup. Applejacks T-Shirts & Graphics		2,129.66
4/12/23	30309	6011	Strategic Communication Services,	5,000.00	
		6020	Web site developoment	1,155.00	
		8012	storm response	971.25	
		1308	C V Stratagies		7,126.25
4/12/23	30310	6003	monthly copies for office	282.17	
		1308	Carrel's Office Machines		282.17
4/12/23	30311	6001	preemployment drug testing and background check	651.00	
		1308	Compliance Associates		651.00
4/12/23	30312	8004	Carbon hollow rem for grill at main dam	589.29	
		1308	Gerlinger Steel & Supply		589.29
4/12/23	30313	7008	tool kits for water operators	304.32	
		1308	Harbor Freight Tools USA, Inc.		304.32
4/12/23	30314	6003	envelopes, speaker request form, purchase orders	727.16	
		1308	Harvest Printing		727.16
4/12/23	30315	8012	manlift for work on SCADA sue to Storm damage	722.62	
		1308	I-5 Rentals Inc.		722.62
4/12/23	30316	6012	insurance for two new pickups.	1,076.00	
		1308	InterWest Insurance Service LLC		1,076.00
4/12/23	30318	8001	hoist railings, cat walks and gates into place at diversion dam	850.00	
		1308	Meyer Crane		850.00
4/12/23	30319	8012	trash forks/storm replacement	591.09	
		1308	BDI		591.09
4/12/23	30321	7005	pressure switch for Skytrak	105.54	

Anderson Cottonwood Irrigation District
Cash Disbursements Journal
For the Period From Apr 1, 2023 to Apr 30, 2023

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		1308	Nor Cal Rentals		105.54
4/12/23	30322	1114	inspect and clean pump station/Churn Creek	22,000.00	
		1308	North State Diving, INC		22,000.00
4/12/23	30323	6004	support plan, office 365, monthly	799.50	
		1308	Obsidian IT		799.50
4/12/23	30324	6003	ink refill, paper, key ring peg style	129.05	
		1308	Office Depot Business Credit		129.05
4/12/23	30325	6001	reimburse for DMV physical	120.00	
		1308	Scott Passmore		120.00
4/12/23	30326	8012	rebar, 2X4X8 doug fir, screws for repairing storm damage	245.24	
		1308	Payless Building Supply		245.24
4/12/23	30327	8006	monthly standby for Well #1	41.64	
		8006	monthly standby for Sup-an pump	19.98	
		6023	monthly power for office/shop	1,217.40	
		8006	monthly standby for Perry pond	19.98	
		8006	monthly standby for Dymesich pond	19.98	
		8006	monthly standby for Cottonwood Hyline	26.55	
		1308	Pacific Gas & Electric		1,345.53
4/12/23	30328	8012	grinding wheel, loop chain, file, chain oil all for storm repairs/clean up	408.42	
		1308	Quality Saw & Mower		408.42
4/12/23	30329	8000	monthly power for SCADA, South Bonneyview	40.16	
		8006	monthly standby for Churn Creek Pumps	40.00	
		8006	monthly standby for Progress Drive pumps	40.00	
		1308	City Of Redding		120.16
4/12/23	30330	7009	office cleaning for March 26th	70.00	
		1308	Sarah's Scottish Maids		70.00
4/12/23	30331	7002	flat repair on 2011 F150 pickup	44.99	
		1308	Les Schwab Tires		44.99
4/12/23	30332	7008	oxygen, acetylene, flash arrestor for shop	450.76	
		1308	Shasta Welding Supply		450.76
4/12/23	30333	2222	union dues for May	353.00	
		1308	Teamsters Local No. 137		353.00
4/12/23	30334	6003	clip boards, command hook, wastebasket, folders, letter holder, office supplies	731.75	
		6013	business meeting/lunch	20.00	

Anderson Cottonwood Irrigation District
Cash Disbursements Journal
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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		7008	first aid kits for vehicles,	1,000.99	
		8002	trackers for new vehicles,		
			coat purchase for Ishi	4,191.23	
		8004	Camp		
			new time clock, first aid	1,239.40	
			kits for pickups,		
		6023	Pure Talk billing	31.62	
		1308	Tri Counties Bank		7,214.99
4/12/23	30335	6023	monthly garbage service	296.76	
			office/shop		
		1308	Waste Management		296.76
4/12/23	30336	8012	landfill charges for storm	8,828.96	
			cleanup		
		1308	Waste Management		8,828.96
4/12/23	30337	5114	retirement for March	2,282.50	
		1308	Western Conf. Team.		2,282.50
			Pension		
4/12/23	30338	5019	health insurance for May,	1,768.00	
			Admin		
		5119	health insurance for May,	5,887.00	
			T&D		
		1308	N.C.G.T. Security Fund		7,655.00
4/12/23	30339	8012	adapter, connector	546.65	
			snap,replacing bent or		
			broken parts due to storm		
			cleanup/damage		
		1308	Liddell Construction		546.65
			Supply		
4/17/23	30340	2224	child support for	375.87	
			JJ,4-15-23 payroll period		
		1308	CA State Disbursement		375.87
			Unit		
4/17/23	30341	5014	retirement for JS, 4/15/23	390.63	
			payroll period		
		1308	Edward Jones - Ben Swim		390.63
4/17/23	30342	2226	457 W/H for SP, 4/15/23	75.00	
			payroll period		
		1308	Variable Annuity Life Ins.		75.00
			Co.		
4/19/23	3-343	6023	water for office/shop	14.20	
		1308	City Of Anderson		14.20
4/19/23	30344	8001	dam boards	2,574.00	
		1308	James Boyd Trucking		2,574.00
4/19/23	30345	7000	monthly diesel/gasoline	3,331.53	
			charges		
		1308	Flyers Energy, LLC		3,331.53
4/19/23	30346	6003	business cards for Ops	10.78	
			Manager		
		1308	Harvest Printing		10.78
4/19/23	30347	8012	trouble shoot Crowley	690.00	
			Gulch		
		8012	install new antenna at	4,137.15	
			County Grill		
		1308	Innovative Controls		4,827.15
4/19/23	30348	8012	re slop canal bank, landfill	3,162.39	
			charges		
		1308	K & K Equipment, Inc.		3,162.39

Anderson Cottonwood Irrigation District
Cash Disbursements Journal
For the Period From Apr 1, 2023 to Apr 30, 2023

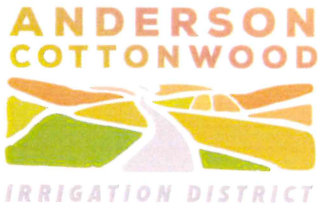
Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
4/19/23	30349	8010	General service/water transfers 2021 + 2023	243.00	
		1308	MBK Engineers		243.00
4/19/23	30350	6008	general	4,272.97	
		8008	Reinitiation of Consulatation	2,021.25	
		8010	2023 water treansfers	77.00	
		1308	Minasian Law LLP		6,371.22
4/19/23	30351	7008	2X4X8 standard, screws	198.20	
		7008	rebar storm related	53.88	
		1308	Payless Building Supply		252.08
4/19/23	30352	7002	oil change for 2016 F150 pickup	76.95	
		7002	oil change for 2016 F250 pickup	92.63	
		1308	Premier Oil Change		169.58
4/19/23	30353	8001	monthly power for diversion facilities	246.13	
		1308	City Of Redding		246.13
4/19/23	30354	8012	storm damage repairs on Lateral 29	8,950.00	
		8012	storm damage repaire on Adams Road	3,160.00	
		1308	Gabe Ross Construction		12,110.00
4/19/23	30355	8008	NRDC	5,857.18	
		8008	2019 PCFFA Lit - ACID	1,014.82	
		1308	Somach Simmons & Dunn		6,872.00
4/19/23	30356	8001	toilet erntal for diversion facility/dam	288.63	
			installation/landowner meeting/luceon		
		7008	toilet cleaning/district porta potty	50.00	
		1308	Welch Enterprises, Inc.		338.63
4/26/23	30357	6001	background check on hew hire/ Reed-Powers	147.00	
		1308	Compliance Associates		147.00
4/26/23	30358	7008	drinking water and cooler rental for shop/office	43.35	
		1308	Mt. Shasta Spring Water		43.35
4/26/23	30359	8012	stabilize eroded canal bank due to storm	21,859.75	
		1308	North Woods Excavating, Inc		21,859.75
4/26/23	30360	8012	asses damage to Anderson Flume, coordinate with ACID staff, contractor for emergency flume repair plan	4,132.13	
		1308	Provost & Pritchard		4,132.13
4/26/23	30361	7009	weekly cleaning of office	70.00	
		1308	Sarah's Scottish Maids		70.00
4/26/23	30362	6023	monthly cell phone charges/ service	490.29	
		1308	Verizon		490.29
4/26/23	30363	8012	garbage to landfill from canal cleanup	498.43	
		1308	Waste Management		498.43

Anderson Cottonwood Irrigation District
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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
4/26/23	30364	1441	replace check # 5123/ from 2022	231.50	
		1308	Randolph, Daniel		231.50
4/26/23	30365	1441	replace check #6674, never cashed for 2022	265.86	
		1308	refund West, Jimmy L.		265.86
4/27/23	6043V	1441	Refund for 2022 Irrigation Season		376.00
		1308	Lai, Lili	376.00	
4/28/23	30366	8001	supplies for dam installation	161.86	
		7008	glass cleaner, armar all for shop cleanup	82.78	
		1308	Hardware Express		244.64
4/28/23	30367	7002	oil change in GM pickup	88.76	
		1308	Premier Oil Change		88.76
4/28/23	30368	1441	replace check number #6043/lost	376.00	
		1308	Lai, Lili		376.00
4/28/23	30369	6023	monthly telephone,Internet service	370.46	
		1308	Charter Communications		370.46
	Total			139,732.35	139,732.35



Dan Woolery,
President, Division 3

James Rickert,
Vice President, Division 5

Ronnean Lund,
Director, Division 1

Audie Butcher,
Director, Division 2

Steve McCarley,
Director, Division 4

Jered Shipley,
General Manager

May 11, 2023 Agenda Item No. 5 A

Agenda Title: Consider formation and appointment of Anderson-Cottonwood Irrigation District Finance Subcommittee.

Discussion: At the regular April District Board Meeting, Board Directors expressed the desire to form a Finance Subcommittee. The committee would be tasked with reviewing draft budgets, researching, and recommending options for investment of District funds and discussing other District financial considerations as they arise. The committee would bring findings and recommendations back to the full Board for potential action.

Fiscal Impact: None

Recommendation: Staff recommends the Board form a District Finance Subcommittee comprised of two Board Members, District General Manager and District Finance Manager.

Attachments: None

District

ACCESS AGREEMENT

Agency: Anderson-Cottonwood Irrigation

Project: ACID Pilot Thiamine Deficiency Project

This Access Agreement is made and entered into as of May 1, 2023 between the Anderson-Cottonwood Irrigation District, an irrigation district formed and existing under Division 11 of the California Water Code ("**District**") and the State of California, acting by and through the California Department of Fish and Wildlife ("**State**" or "**CDFW**").

RECITALS

- A. The District owns, operates, and maintains a diversion dam, fish ladders, and real property in the vicinity of the Sacramento River ("**Property**"), in the County of Shasta, State of California; and
- B. State, along with other third party cooperators ("**Cooperators**"), has applied to District for permission to access the Property for purposes of carrying out a pilot project to trap and treat winter-run salmonids for thiamine deficiency under Incidental Take Permit 18181-4R, issued to the California Department of Fish and Wildlife, under the authority of Section 10(a)(1)(A) of the Endangered Species Act (ITP) (the "**Project**").
- C. The District desires to accommodate the State's and each Cooperator's application for permission to enter the Property for purposes of the Project, as described in the planning/engineering documents for the Project which are attached hereto as Exhibit B (the "**Operations Plan**").

TERMS AND CONDITIONS

This Permit is made upon and subject to the following terms and conditions:

1. **Project Description:** By this Access Agreement, and on a non-exclusive basis, District gives permission to State to enter upon those lands legally described and depicted on the attached Exhibit 6 (the "**Property**") solely for the purpose of the Project, the limits of which are shown on Exhibit A
2. **Access Agreement Subject to Laws and Permits:** State shall, at State's sole cost and expense, comply with the requirements and mitigations identified by the Environmental Document, including the ITP or other permits governing the Project, and all municipal, state, and federal authorities now in force or which may hereafter be in force pertaining to the Project and use of the Property as provided by this Permit. This Permit is expressly made subject to any and all applicable laws, statutes, codes, regulations, ordinances, orders, requirements, and regulatory permits or approvals, including any conditions of such permits and approvals issued or required to be issued by such regulatory agencies for or in connection with the Project. All such conditions shall be subject to the prior written approval of District.

Prior to entering or commencing any work on the Property, State shall obtain all such legally required permits or approvals and submit to the District full and complete copies of the same, including documentation related to or referenced in such permits and approvals, along with the corresponding

agency contact and telephone numbers, and related California Environmental Quality Act ("**CEQA**") and/or National Environmental Policy Act documentation, if applicable.

- 3. Term of Access Agreement:** This Access Agreement begin on May 1, 2023 and end on October 31, 2023 unless revoked or terminated according to its terms or extended by written mutual agreement.
- 4. Consideration:** District and State agree and stipulate that good, valuable and sufficient consideration has been provided by State to District for this Access Agreement.
- 5. Access Agreement Subject to Existing Claims:** This Access Agreement is subject to existing contracts, permits, leases, licenses, encumbrances, and claims, as well as all matters of record which may affect the Property.
- 6. Waiver of Claims and Indemnity:** This Access Agreement is made on the express condition that the District is to be free from any and all liability by reason of injury or death to persons or loss or damage to property, from whatever cause, arising out of the use by State, its directors, officers, or employees ("**State's Parties**") of the Property or any part of it. State, on behalf of itself and each of State's Parties, waives all claims against the District, its directors, officers, employees, agents, representatives and contractors, for injury (including death), loss or damage caused by, arising out of, or in any way connected with the exercise of this Permit or the Project. State covenants and agrees to protect, save harmless, indemnify, and defend the District, its directors, officers, employees, agents, representatives and contractors from and against any and all claims, losses, costs, expenses, damages or liability (collectively, "**Claims**") caused by, arising out of, or in any way connected with the Project, including any CEQA lawsuits against District and Claims under the State of Federal Endangered Species Acts, any failure on the part of State to fulfill its obligations under this Permit, and any exercise by State of the rights granted by this Permit, except Claims resulting solely from the willful or grossly negligent acts of the District. Although subcontracts are not anticipated, State will further cause such indemnification and waiver of claims in favor of the District to be inserted in each contract and agreement that State executes for the provision of equipment, materials or services in connection with the Project.
- 7. Damage to Lands and Property:** With regard solely to the actions of the State's Parties, State shall be responsible for any damage to lands of the District or third parties resulting from installation, operation, and maintenance of the Project, including, but not limited to soil erosion, collapse or subsidence and damage resulting from it. State shall promptly repair and restore to its original condition any property of the District or any third party, including, but not limited to, levees, roads, bridges, ditches, pipelines, water developments, utilities, buildings, and fences that may be damaged or destroyed in connection with the Project. The foregoing paragraph 7 excludes the actions of other Cooperator's, who indemnify the District separately.
- 8. Hazardous Materials:** Without limiting the obligations of State under Paragraph 6 of this Access Agreement, State hereby releases and agrees to indemnify, defend, protect, and hold harmless the District from and against any and all Claims (as defined in Paragraph 6 above) arising from or connected with any Hazardous Materials (as defined below) present, alleged to be present, released in, from, or about, or otherwise associated with the Project or the Property at any time, except any Hazardous Materials placed, disposed, or released by District. This release and indemnification includes, without limitation, Claims for injury to or death of any person, biological resource, or damage to any property; and the violation or alleged violation of, or other failure to comply with, any Environmental Laws (as defined below). If any action or proceeding is brought against the District by reason of any such Claim, State shall, at the election of and upon written notice from District, defend such action or proceeding by counsel reasonably acceptable to the District or reimburse District for all charges incurred for services of the District's General Counsel in defending the action or proceeding.

The term "**Hazardous Materials**" includes, without limitation, any substance, material or waste that is: (a) flammable, explosive or radioactive; (b) a petroleum product or petroleum hydrocarbon, including crude oil, or any product, by-product or fraction thereof; or (c) designated, defined, classified or regulated as a hazardous material, hazardous waste, hazardous or toxic substance, pollutant, contaminant or related material under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. section 9601, *et seq.*; hereinafter, "**CERCLA**"); the Resource Conservation and Recovery Act of 1976 (42 U.S.C. section 6901, *et seq.*; hereinafter "**RCRA**"); the Toxic Substances Control Act (15 U.S.C. section 2601, *et seq.*; hereinafter "**TSCA**"); the Hazardous Materials Transportation Act (49 U.S.C. section 5101, *et seq.*; hereinafter "**HTA**"); the Hazardous Waste Control Law (Health & Saf. Code section 25100, *et seq.*; hereinafter "**HCL**"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health & Saf. Code section 25300, *et seq.*; hereinafter "**HSA**"), including the regulations adopted and publications promulgated pursuant to such statutes, or any other applicable Environmental Laws now in effect or enacted after the date of this Permit. The term "**Environmental Laws**" includes without limitation, CERCLA, RCRA, TSCA, HTA, HCL, HSA, State and Federal Endangered Species Acts and any other federal, state, local or administrative agency statute, code, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment, or Hazardous Materials.

9. **Contractors:** State shall incorporate the terms, conditions, and requirements of this Access Agreement when contracting out all or any portion of the work permitted hereunder. State shall be responsible for ensuring that all contractors and subcontractors comply with the terms and conditions of this Access Agreement. Failure of any contractor or subcontractor to abide by the terms and conditions of this Access Agreement shall constitute a default by State (see Paragraph 24) allowing District to terminate this Access Agreement and seek all legal remedies.
10. **Labor Code Requirements; Prevailing Wage:** State understands and agrees that work performed on the Property may be subject to California Labor Code requirements, which include prevailing wage provisions. For more details, please refer to the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov>. State shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.
11. **Insurance Requirements:** The State is self-insured and can provide a letter from the California Department of General Services as an attestation. Otherwise, as a condition of this Access Agreement, and in connection with its indemnification and waiver of claims for the Project, State will cause its contractors to provide a policy or policies of insurance as follows:
 - a. **FIRE AND CASUALTY DAMAGES.**District will not keep improvements (if any) which are constructed or installed by State under the provisions of this Access Agreement insured against fire or casualty, and State shall make no claim of any nature against District by reason of any damage to the business or property of State in the event of damage or destruction by fire or other cause, arising other than from or out of gross negligence or willful misconduct of agents or employees of the District in the course of their employment.
12. **Reservation of Rights:** District reserves the right to use the Property in any manner, provided such use does not unreasonably interfere with State's rights herein. District and State agree that District's diversion of water from the Sacramento River pursuant to the terms of the District's Sacramento River Settlement Contract will not unreasonably interfere with State's rights herein.
13. **Access Limits and Special Conditions:** Access to the Property and use of roads/trails shall be limited to the route(s) designated by District and as depicted in Exhibit A. District will open locked gates at Property as requested and necessary for State's implementation of the Project.

- 14. Notice of Work:** State shall notify the District representative in writing at least forty-eight (48) hours in advance of any change in the project schedule or prior to cessation of work.

General Manager, Anderson-Cottonwood Irrigation District
2810 Silver Street, Anderson, CA 96007
530-365-7329
j.shipley@acidistrict.org

- 15. Limits of Work:** In no event shall this Access Agreement authorize work in excess of, contrary to, or that varies from the terms herein, the State's incidental take permit(s), or the terms and conditions of any other regulatory agency permit. The State shall ensure that a co-investigator as identified in the State's ITP is onsite to directly supervise Project activities at all times. To the extent that the State utilizes personnel that are not CDFW employees to perform functions directly supportive of and necessary to the Project, such personnel will work under the direct and onsite supervision of the State's co-investigator and be fully covered by the terms of the State's ITP. Under no circumstances, whether or not permitted or authorized by any regulatory agency permit or approval, shall work exceed that which is reasonably necessary to carry out the purpose of the Project or extend beyond the Project boundaries as depicted in Exhibit A. The District has issued this Access Agreement in its capacity as the owner of the Property. Nothing in this Access Agreement constitutes regulatory approval of the Project or responsibility for the Project's implementation by the District.

- 16. Right to Halt Work:** The District reserves the right to halt work with or without prior notice to State, in the event the District determines that any provision contained herein is violated, or any other threat to the Property or its resources, impact on the District's water diversions, or the health and safety of any person(s) or the environment or biological resources arises.

- 17. Use Restrictions:** The use of the Property by State and/or State's Parties shall not be restricted, unless limitations are imposed by District in writing provided to State.

Activities on the Property shall be conducted only in a manner consistent with this Access Agreement. State agrees to prohibit any disorderly conduct and/or contraband. Contraband includes, but is not limited to: alcoholic beverages, marijuana, illegal and illicit drugs, firearms, explosives, and weapons.

Use of specified roads and trails (as identified on Exhibit A) by any motorized vehicle (including but not limited to motorcycle, car, truck, jeep, tractor, or all-terrain vehicle) shall be limited to only the State and State's Parties for patrol, maintenance or repair purposes only and shall be subject to all other conditions and/or restrictions of this Access Agreement.

State shall not use or allow the Property to be used, either in whole or in part, for any purpose other than as herein set forth, without the prior written consent of District.

- 18. District's Right to Enter:** At all times during the term of this Access Agreement, there shall be and is hereby expressly reserved to District and to any of its agencies, contractors, agents, employees, representatives or licensees, including other representatives of Sacramento River Settlement Contractors, the right at any and all times, and any and all places, to enter upon said Property to survey, inspect, or perform any other lawful District purposes.

State agrees to not interfere with District's right to enter and use the Property.

19. Protection of Property: State shall protect the Property, including all improvements and the natural resources thereon, at all times at State's sole cost and expense, and State shall strictly adhere to the following restrictions:

- (a) State may not place or dump garbage, trash or refuse anywhere upon or within the Property, except in self-contained trash receptacles that are maintained to District's satisfaction by State.
- (b) State may not commit or create, or suffer to be committed or created, any waste, hazardous condition and/or nuisance to occur upon the Property.
- (c) State may not cut, prune or remove any native trees or brush upon the Property without first obtaining written permission from the District.
- (d) State may not disturb, move or remove any rocks or boulders upon the Property except for routine fire protection, trail clearing, maintenance or the elimination of safety hazards, without first obtaining written permission from the District.
- (e) State may not grade or regrade, or alter in any way, the ground surface of the Property, without first obtaining written permission from the District.
- (g) State shall not generate, use, store, release, or dispose of Hazardous Materials on the Property, or authorize or permit any of the same by any third party.
- (h) State shall exercise due diligence in the protection of the Property against damage or destruction by fire, vandalism or other cause.

20. Default: In the event of a default or breach by State of any of the terms or conditions set forth in this Access Agreement, District may at any time thereafter, without limiting District in the exercise of any right or remedy at law or in equity which District may have by reason of such default or breach:

- (a) Maintain this Access Agreement in full force and effect and recover the consideration, if any and other monetary charges as they become due, without terminating State's right to use of the District Property, irrespective of whether State shall have abandoned the Property.
- (b) Terminate this Access Agreement whereupon State shall immediately vacate and surrender possession of the Property to District. In such event, District shall be entitled to recover from State all damages incurred by District by reason of State's default including, but not limited to, the following:
 - (i) any amount necessary to compensate District for all the detriment proximately caused by State's failure to perform its obligations under this Permit or which in the ordinary course of events would be likely to result therefrom; plus
 - (ii) at District's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law. Upon termination of this Access Agreement, District shall have the right to make any reasonable repairs, alterations, restoration, or modifications to the Property, which District, in its sole discretion, deems reasonable and necessary for the District's use of the Property.

21. District's Right to Cure State's Default: At any time, after State is in default or material breach of this Access Agreement, District may, but is not required to, cure such default or breach at State's cost.

22. Revocation of Access: District shall have the absolute right to revoke this Access Agreement for any reason upon twenty-four (24) hour written notice to State. Written notice to State may be accomplished by electronic or facsimile transmission, and the notice period set forth in this paragraph shall begin on the date of the written notice. Nothing stated herein shall limit the District's exercise of its legal and equitable remedies. All written notices to State shall be sent to the following address:

Jason Roberts
601 Locust Street, Redding, CA 96003
Phone Number
(530) 526-2168
jason.roberts@wildlife.ca.gov

23. Voluntary Execution and Independence of Counsel: By their respective signatures below each party hereto affirms that they have read and understood this Permit and have received independent counsel and advice from their attorneys with respect to the advisability of executing this Access Agreement.

24. Reliance on Investigations: State accepts this Access Agreement, and the Property to which it pertains, in its as-is condition and has made such investigation of the facts pertaining to this Access Agreement and all the matters pertaining thereto as State deems necessary.

25. Entire Agreement: The parties further declare and represent that no inducement, promise or agreement not herein expressed has been made to them and this Access Agreement contains the entire agreement of the parties, and that the terms of this agreement are contractual and not a mere recital.

26. Warranty of Authority: The undersigned each hereby represents that he or she has the authority to, and by signing this Access Agreement does, bind the person or entity on whose behalf and for whom they are signing this Access Agreement and the attendant documents provided for herein, and this Access Agreement and said additional documents are, accordingly, binding on and enforceable against said person or entity.

27. Assignment: This Access Agreement shall not, nor shall any interest herein, be assigned, mortgaged, hypothecated, or transferred by State acting by and through its Department of Fish & Wildlife, whether voluntary or involuntary or by operation of law, nor shall State let or sublet or grant any license of permit with respect to the use and occupancy of the Property or any portion thereof, without the prior written consent of District.

28. Choice of Law: This Access Agreement will be governed and construed by the laws of the State of California.

IN WITNESS WHEREOF, the undersigned have executed this Access Agreement effective as of the date first set forth above.


STATE OF CALIFORNIA

California Department of Fish and Wildlife

DocuSigned by:

By: 
Print Name: Tina Bartlett
Title: Regional Manager, CDFW Region 1

ANDERSON-COTTONWOOD IRRIGATION DISTRICT


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Title: 6,b...i c. f..J\ t... 1... ..A Cj)C:.