



Agenda

San Miguel Community Services District

BOARD OF DIRECTORS

John Green, President
Anthony Kalvans, Director Hector Palafox, Director Joseph Parent, Director
Ashley Sangster, Director

THURSDAY, February 28th, 2019
6:30 P.M. closed session 7:00 P.M. opened session
BOARD OF DIRECTORS REGULAR MEETING AGENDA

SMCSD Boardroom
1150 Mission St.
San Miguel, CA 93451

Cell Phones: As a courtesy to others, please silence your cell phone or pager during the meeting and engage in conversations outside the Boardroom.

Americans with Disabilities Act: If you need special assistance to participate in this meeting, please contact the CSD Clerk at (805) 467-3388. Notification 48 hours in advance will enable the CSD to make reasonable arrangements to ensure accessibility to this meeting. Assisted listening devices are available for the hearing impaired.

Public Comment: Please complete a "Request to Speak" form located at the podium in the boardroom in order to address the Board of Directors on any agenda item. Comments are limited to three minutes, unless you have registered your organization with CSD Clerk prior to the meeting. If you wish to speak on an item not on the agenda, you may do so under "Oral Communications." Any member of the public may address the Board of Directors on items on the Consent Calendar. Please complete a "Request to Speak" form as noted above and mark which item number you wish to address.

Meeting Schedule: Regular Board of Director meetings are generally held in the SMCSD Boardroom on the fourth Thursday of each month at 7:00 P.M. Agendas are also posted at: www.sanmiguelcsd.org

Agendas: Agenda packets are available for public inspection 72 hours prior to the scheduled meeting at the Counter/ San Miguel CSD office located at 1150 Mission St., San Miguel, during normal business hours. Any agenda-related writings or documents provided to a majority of the Board of Directors after distribution of the agenda packet are available for public inspection at the same time at the counter/ San Miguel CSD office at 1150 Mission St., San Miguel, during normal business hours.

- I. Call to Order: 6:30 PM**
- II. Pledge of Allegiance:** _____
- III. Roll Call:** *Green*___ *Parent*___ *Palafox*___ *Kalvans*___ *Sangster*___
- IV. Approval of Regular Meeting Agenda:**

M _____ S _____ V _____

- V. ADJOURN TO CLOSED SESSION:** (Public Comment for items on closed session agenda)

Time: _____

A. CLOSED SESSION AGENDA:

- 1. CONFERENCE WITH LABOR NEGOTIATORS** (Pursuant to Government Code Section 54954.5(f) and Government Code Section 54957.6)
Unrepresented Bargaining Units: Non-Management Non-Confidential Unit and Non-Management Confidential Unit
- 2. CONFERENCE WITH DISTRICT GENERAL COUNSEL-ANTICIPATED LITIGATION**
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:(1 case)WO
- 3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
(Pursuant to Government Code §54957)
Title: Fire Chief
- 4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
(Pursuant to Government Code §54957)
Title: Assistant Fire Chief

- VI. Call to Order for Regular Board Meeting/Report out of Closed Session 7:00 PM**
Time: _____

- 1. Report out of closed session by District General Counsel Seikaly

- VII. Public Comment and Communications for items not on the Agenda:** None

Persons wishing to speak on a matter not on the agenda may be heard at this time; however, no action will be taken until placed on a future agenda. Speakers are limited to three minutes. Please complete a "Request to Speak" form and place in basket provided.

- VIII. Special Presentations/Public Hearings/Other:** None

IX. Staff & Committee Reports – Receive & File:

Non-District Reports:

- | | | |
|----|---|-----------|
| 1. | San Luis Obispo County Sheriff (Commander K. Scott) | No Report |
| 2. | San Luis Obispo County Board of Supervisors | No Report |
| 3. | San Luis Obispo County Planning and/or Public Works | No Report |
| 4. | San Miguel Area Advisory Council | No Report |
| 5. | Camp Roberts—Army National Guard (LTC Robert Horvath) | No Report |

District Staff & Committee Reports:

- | | | | |
|-----|--------------------------|------------------|-----------------|
| 6. | Interim General Manager | (Mr. Roberson) | Verbal |
| 7. | District General Counsel | (Mr. White) | Verbal |
| 8. | District Engineer | (Dr. Reely) | Report Attached |
| 9. | Director of Utilities | (Mr. Dodds) | Report Attached |
| 10. | Fire Chief | (Chief Roberson) | Report Attached |

X. CONSENT CALENDAR:

The items listed below are scheduled for consideration as a group and one vote. Any Director or a member of the public may request an item be withdrawn from the Consent Agenda to discuss or to change the recommended course of action. Unless an item is pulled for separate consideration by the Board, the following items are recommended for approval without further discussion.

1. Review and Approve Board Meeting Minutes

- a) 1-24-2019 Regular Board Meeting Minutes
- b) 1-10-2019 Ad- Hoc Personnel Committee Meeting Minutes
- c) 1-29-2019 Ad- Hoc Personnel Committee Meeting Minutes

2. Review and approve **RESOLUTION 2018-11** authorizing the General Manager to sign the Proposition 1 Integrated Regional Water Management Sub-Grant agreement between San Luis Obispo County Flood Control and Water Conservation District and San Miguel Community Services District in the amount of \$177,750.00

XI. BOARD ACTION ITEMS:

1. Review, Discuss, Receive and File the Enumeration of Financial Report for January 2019

- (Freeman)
- A. Claims Detail Report 1-2019
 - B. Statement of Revenue Budget vs Actuals 1-2019
 - C. Rev Budget vs Actual Summary 1-2019
 - D. Statement of Expenditures Budget vs Actual 1-2019
 - E. Cash Report 1-2019

Public Comments: (Hear public comments prior to Board Action)

M_____ S_____ V_____

2. Review and approve a **RESOLUTION 2019-10** revising the Investment Policy for San Miguel CSD (Roberson)

Recommendation: Approve resolution 2019-10 revising the investment policy for San Miguel CSD

Public Comments: (Hear public comments prior to Board Action)

M_____ S_____ V_____

3. **Review and Discuss changes recommended by the Ad-Hoc Personnel Committee of the District Personnel Guidelines & Policy Manual, previously adopted by the Board September 15, 2016 and hear any Board recommendations.** (Roberson/ Seikaly)

Recommendation: Review and discuss changes recommended by the Ad-Hoc Personnel Committee of the current District Personnel Guidelines & Policy Manual.

Public Comments: (Hear public comments prior to Board Action)

4. **Review and approve RESOLUTION 2019-05 adopting a comprehensive revision to the San Miguel CSD Application for Water, Wastewater, and Lighting Will Serve and associated fees.** (Dodds)

Recommendation: Approve Resolution 2019-05 adopting a comprehensive revision to the San Miguel CSD Application for Water, Wastewater, and Lighting Will Serve and associated fees.

Public Comments: (Hear public comments prior to Board Action)

M_____ S_____ V_____

5. **Review and approve RESOLUTION 2019-06 adopting a fee schedule to recoup cost related to construction within the District and to set rates for water meters.** (Dodds)

Recommendation: Approve Resolution 2019-06 adopting a fee schedule for cost recovery of water and sewer services.

Public Comments: (Hear public comments prior to Board Action)

M_____ S_____ V_____

6. **Review and approve RESOLUTION 2019-07 adopting an application and inspection process with associated fee schedule for Fire, Life, and Safety review.** (Young)

Recommendation: Approve Resolution 2019-07 adopting an application and inspection process with associated fee schedule for Fire and life safety review.

Public Comments: (Hear public comments prior to Board Action)

M_____ S_____ V_____

7. Discussion on status of Machado Wastewater Treatment Facility expansion and aeration upgrade project (Dodds)

Recommendation: Discuss the status and next steps of the Machado Wastewater Treatment Facility expansion and aeration upgrade projects.

Public Comments: (Hear public comments)

8. Review and approve RESOLUTION 2019-08 approving fireworks sales dates for 2019 (Roberson)

Recommendation: Approve Resolution 2019-08 approving fireworks sales dates for 2019

Public Comments: (Hear public comments prior to Board Action)

M _____ S _____ V _____

9. Review and approve RESOLUTION 2019-09 approving fireworks permit fees for 2019 (Roberson)

Recommendation: Approve Resolution 2019-09 approving fireworks permit fees for 2019

Public Comments: (Hear public comments prior to Board Action)

M _____ S _____ V _____

XII. BOARD COMMENT:

This section is intended as an opportunity for Board members to make brief announcements, request information from staff, request future agenda item(s) and/or report on their own activities related to District business. No action is to be taken until an item is placed on a future agenda.

XIII. ADJOURNMENT TO NEXT REGULAR MEETING OF 03-28-2019

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO) ss.
COMMUNITY OF SAN MIGUEL)

I, Tamara Parent, Board Clerk/Accounts Manager of San Miguel Community Services District, hereby certify that I caused the posting of this agenda at the SMCSO office on February 21, 2019

Date: February 21, 2019

Approved by: Rob Roberson, Fire Chief/Interim General Manager
John Green, Board President
Tamara Parent, Board Clerk/ Accounts Manager



MONSOON CONSULTANTS

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(805) 476-6168 www.monsoonconsultants.com

SAN MIGUEL COMMUNITY SERVICES DISTRICT

Rob Roberson, Interim General Manager
Post Office Box 180
San Miguel, CA 93451
(805) 467-3300

BOARD OF DIRECTORS

John Green, President
Joseph Parent, Vice President
Anthony Kalvans
Ashley Sangster
Hector Palafox

Re: DISTRICT ENGINEER REPORT - FEBRUARY 2019

Gentlemen:

The following is a summary of the activities performed and the status of relevant issues which pertain to the duties and responsibilities of this position:

OVERVIEW

The District produced approximately 5.8 MGAL (7,796 CCF) of water during the month of January 2019. This represents a decrease of approximately 13% from the prior month. No major failures or unexpected major expenditures were encountered within the water, wastewater or street lighting systems during the month.

MEETING PARTICIPATION

A brief summary of relevant issues that were discussed during meetings attended by the DE during the previous month are summarized below. (Note that routine meetings with SMCS staff are not included):

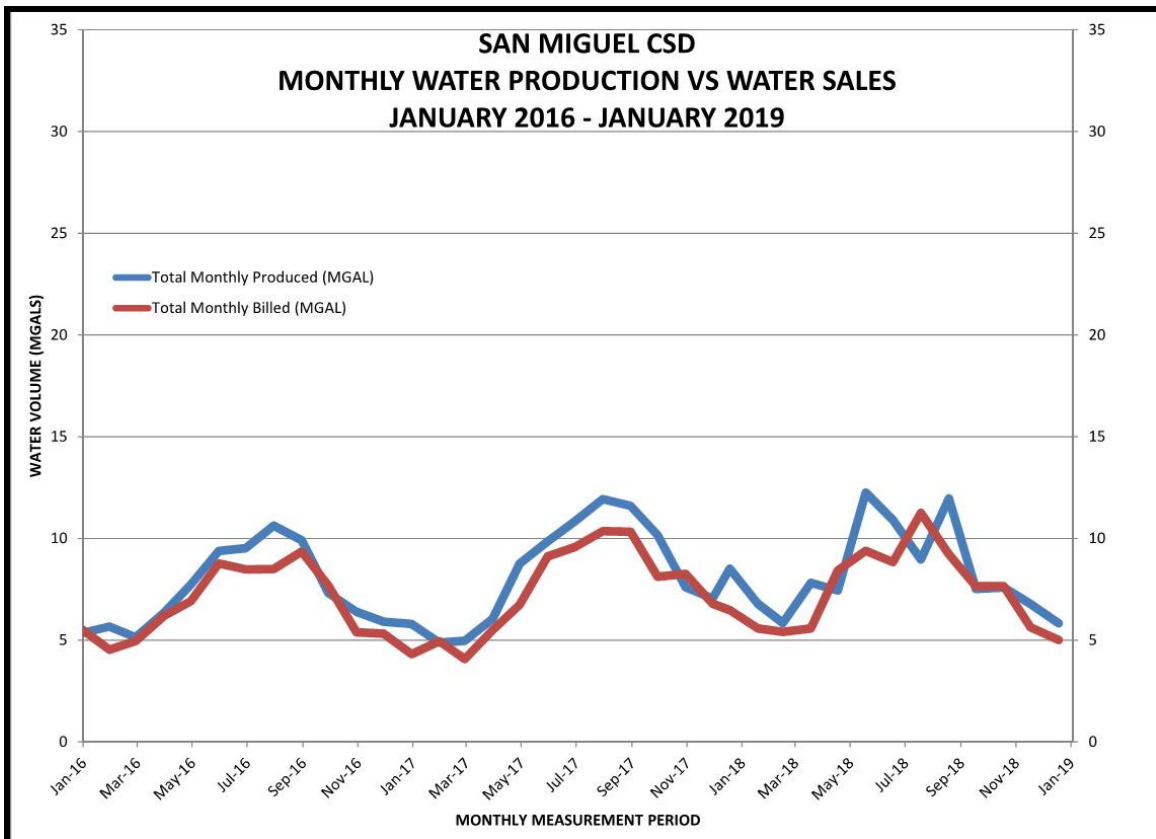
1. January 20, 2019: The DE participated in a meeting with representatives of J. Lohr Vineyards & Wines, the City of Paso Robles, and several owners of large agricultural properties to discuss the potential for the District providing a source of treated wastewater effluent for their vineyard irrigation use on properties on the east side of the Salinas River, in the Estrella area. The City of Paso Robles is also planning a project to supply treated wastewater effluent for vineyard irrigation use on properties on the east side of the Salinas River in the general vicinity of the municipal airport. (Note: This is an ongoing series of meetings that are planned for the next several months).

CIVIL ENGINEERING / HYDROLOGY

2. January 6, 2019: The DE participated in a meeting between all Paso Robles Groundwater Basin GSP coordination committee staff members to receive an update from the GSP consultant team and discuss future tasks, including a schedule for delivery of the remaining GSP chapters.
3. January 11, 2019: The DE and the Director of Utilities participated in a meeting with the developers of Tract 2327. The developers have retained the services of a new engineer who is evaluating the existing design to determine if any modifications to the proposed residential development can be made to increase the economic feasibility of the project.

WATER PRODUCTION HISTORY

The following graph depicts the water production and sales for the proceeding 36-months.



CAPITAL IMPROVEMENT PROGRAM

The following is a summary of the principal activities that were related to the Capital Improvements Program during the previous month:

1. WWTP Aeration System Upgrade: Under the terms of an agreement between the District and the County, their consultant has completed a study to evaluate design alternatives for improvements to the WWTP aeration system. As part of the project, four (4) different aeration systems were evaluated with considerations given to treatment & energy efficiency, installation & operational costs, and compatibility with the existing WWTP. In addition, the consultant evaluated various headworks alternatives for the facility. The engineering phase

of this project has been completed at no cost to the District. The County's consultants have issued the Final Technical Memorandum outlining some of the options for the replacement of the existing surface aerators with bubbler aeration in the ponds. This project is on hold pending completion of the WWTP expansion / upgrade engineering report at which time a decision will be made regarding further pursuit of this project.

2. Wastewater Treatment Plant Renovation / Upgrade & Recharge Basin Engineering Study: The District was notified in early 2018 that the District is the recipient of \$177,750 Prop 1 IRWM DAC Involvement Grant Funds which will be used to fund a Wastewater Treatment Plant Upgrade and Recharge Basin Study. The DE has initiated work on this project. The following milestones have been completed to date:
 - Complete Data Collection / Document Review
 - Identify and Assess WWTP upgrade / expansion alternatives
 - Prepare Final of WWTP Upgrade / Expansion Engineering Report
 - Initiate hydro-geologic analysis of potential recharge basin locations

The Board authorized the DE to proceed with the engineering studies at the September 2018 regular meeting. All work to be performed in conjunction with the subject engineering study will be reimbursable from the \$177,750 Prop 1 IRWM DAC Involvement Grant Funds. Because of the DAC status, no matching funds are required. The DE made a presentation to the Board to summarize the results of the study to date and solicit input from the Board at the November 2108 Board meeting. The Board approved the Final WWTP Engineering Study at their regular January 2019 Board meeting.

The District received the Sub-Recipient Agreement from the County of San Luis Obispo in February 2019 and the agreement is on the February 2019 regular meeting agenda for approval. Subject to Board approval and execution by the County, the District will receive reimbursement for expenditures made to date which are associated with the WWTP Renovation / Upgrade & Recharge Basin Engineering Study.

Regarding additional funding, we have submitted a grant application to the DWR for funding in the amount of \$250,000 for Planning & Design for the Wastewater Treatment Plant renovation. We have been assigned a project manager at the DWR and the DWR has reviewed our submittal and found it to be complete. We are currently in the process of investigating other grant funding opportunities for the permitting and construction phases of the plant expansion.

3. SLT 6-inch A.C. Waterline Replacement: A major break a 6-in asbestos cement pipeline occurred on January 7, 2018. The DE has prepared Engineering Plans & Specifications to allow the District to solicit bids from qualified contractors to replace the existing waterline between Oak Drive and the SLT Water Tank. The DE and the Director of Utilities met with the developers and their planning & engineering consultants of February 11, 2019 to discuss the project and their proposed development schedule.
4. Water Storage Reservoir Access Road Improvements: The DE has initiated work on this project and the topographic mapping / surveying has been completed. The design and construction documentation is approximately 90% complete and

the DE is planning to deliver the final plans and specifications to the District at the March 2019 Board meeting.

DEVELOPMENT

The following is a summary of private development projects that are either in-progress or planned that staff is currently reviewing or inspecting during construction:

- a) People's Self Help (Tract 2527, formerly Mission Garden Estates): The developer has completed the installation of all infra-structure and home construction has begun with approximately 20 homes currently underway. In addition, construction of six (6) new homes has been started in the portion of the development that was acquired by Nino Development.
- b) Tract 2779 (Nino - 34 lots) – All underground utilities have been installed and paving operations have been completed. New home construction is anticipated to begin in early 2019.
- c) Tract 2647 Hastings The Bluffs - The developer has started construction on the initial three (3) residences.

GROUNDWATER SUSTAINABILITY AGENCY

The HydroMetrics GSP Consultant Team continues to work on the development of the Paso Robles Groundwater Basin GSP. The DE has participated in periodic meetings of the GSA cooperative committee staff and the consultant team and has contributed information / data as requested by the consultant team for incorporation into the GSP. Draft copies of the first five (5) chapters of the GSP have been distributed to the District Board members to date and under the current schedule the Draft copy of Chapter 6,7 and 8, including appendices, will be distributed to the District Board in advance of the March 2019 meeting.

I would like to take this opportunity to thank each of you and District staff that will review the information contained in this report. If there are any questions or you wish to discuss, please do not hesitate to contact me.

Respectfully Submitted,
MONSOON CONSULTANTS

Blaine T. Reely

Blaine T. Reely, Ph.D., P.E.
President, Monsoon Consultants

February 20, 2019

Date



San Miguel Community Services District

UTILITY REPORT

1-19-19 Thru 2-22-19

AGENDA ITEM# IX.9

Well Status:

- Well 4 is fully operational - Well Level 75' 1-12-19
- Well 3 is fully operational - Well Level 78' 2-22-19
- SLT well is in service

Water System status:

Water leaks this month: 1 This year: 11

Water related calls through the alarm company after hours this month: 0 this Year: 3

1-24-19 Crews repaired a water leak in the L street alley stemming from abandoned water service

Sewer System status:

Sewer overflows this month: 0 this year: 0

Sewer related calls through the alarm company this month: 0 this Year: 0

WWTP status:

- An issue was raised on 1/8/18 that the WWTP lights need to be adjusted as they are visible from Homes on Mission street. We will be adjusting them to minimize the impact on the homes on Mission street and still maintain necessary light at the plant once a lift is available to reach them.

State Water Resources Control Board (SWRCB):

-

Ongoing Billing Audits:

- 15 water accounts were identified that do not have sewer service where it is available.
- 81 water accounts were identified that do not have sewer service where it is not available

Billing related activity:

- **Total active accounts**
 - 863 water accounts
 - 740 wastewater accounts
- **Overdue accounts**
 - 103 accounts 30 days past due for January billing period
 - (11.94% of total accounts, this is DOWN from December billing period)
 - 54 door hangers issued after attempting to contact the past due account holders
 - (52.43% of total past due accounts, this is UP from December billing period)
 - 0 accounts shut off for non-payment
 - (0% of total past due accounts, this is the SAME from December billing period)

- **Meter changeouts**
 - 39 Meters changed since July 1st
 - Meters changed for age, mechanical defects, radio operability issues

Lighting status:

- Street light at Verde and Rio Mesa reported for intermittent problem
- Street light at L and 19th reported for an outage
- Following is a list sent to PG&E for new street lights, which were reapplied for at the end of January
 - On K street across from 1010 K street, first wood pole on the west side of K street north of 10th street
 - On 11th street at L / K street alley on the South West Corner, there is a wood pole with no #
 - On 9th Street at L / Mission Street alley on the South West corner, pole # 120025159
 - On 9th street at L / K Street alley on the south west corner Pole # 431773
 - 10th and mission south west corner pole # 110336395
 - On 12th street at L / K street alley south west corner there is a wood pole there with no #
 - On Lubova way pole # 120025354
 - Next to 1212 N Street on 12th street, pole # 120173810

Project status:

- .

WWTP expansion and Aerator Upgrade

- See agenda item for ongoing information

SCADA:

- Staff will be working with Local IT Experts (our IT company) to remount and reconfigure the SCADA servers in a new rack to better protect the servers and UPS backups. We have experienced a few UPS failures recently that have been attributed to the exposure of the UPS's to dust and static.

“N” St Property Acquisition:

- The county is having an appraisal done on the three lots in question. I met with the appraiser on 10/15/18 so they could asses the infrastructure component of the appraisal. A request for an update was made to the County. (12/2018)

Solid Waste:

- Staff met with San Miguel Garbage to discuss options for additional services within the community.
- Director of Utilities requested additional information about an E-waste program from IWMA (Integrated Waste Management Authority). Staff met with IWMA and SMG on February 27th.

SLO County in San Miguel:

- Nothing to report

Caltrans in San Miguel:

- Caltrans is underway on improvements to the HWY 101 corridor, for what will be a 2-year project. We have received notice of road closures; notices are available in the

office. South Mission street onramp is closed and will remain closed for the next few months until the new bridge is built. (1-2018)

Rain in San Miguel:

2018	9"
1/5-6/19	.75"
1/7-17/19	1.75"
1/31-2/3/19	2"
2/4-17/19	.5"

PREPARED BY:

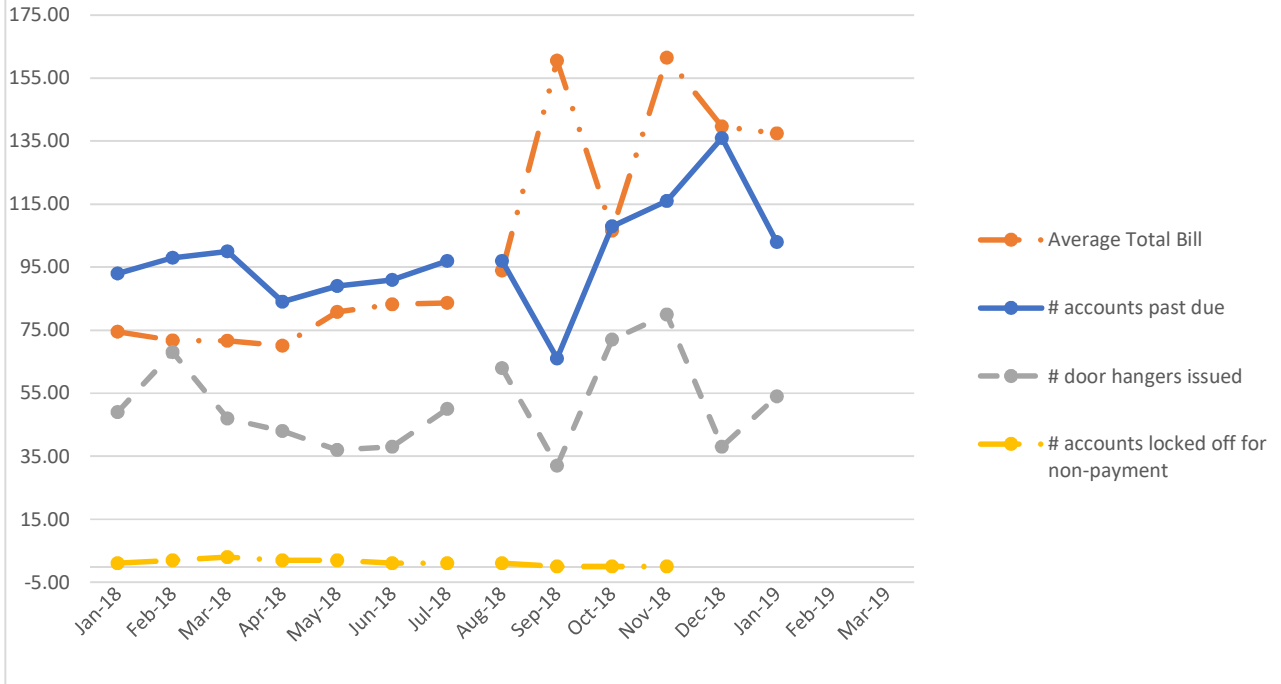
Kelly Dodds

Kelly Dodds

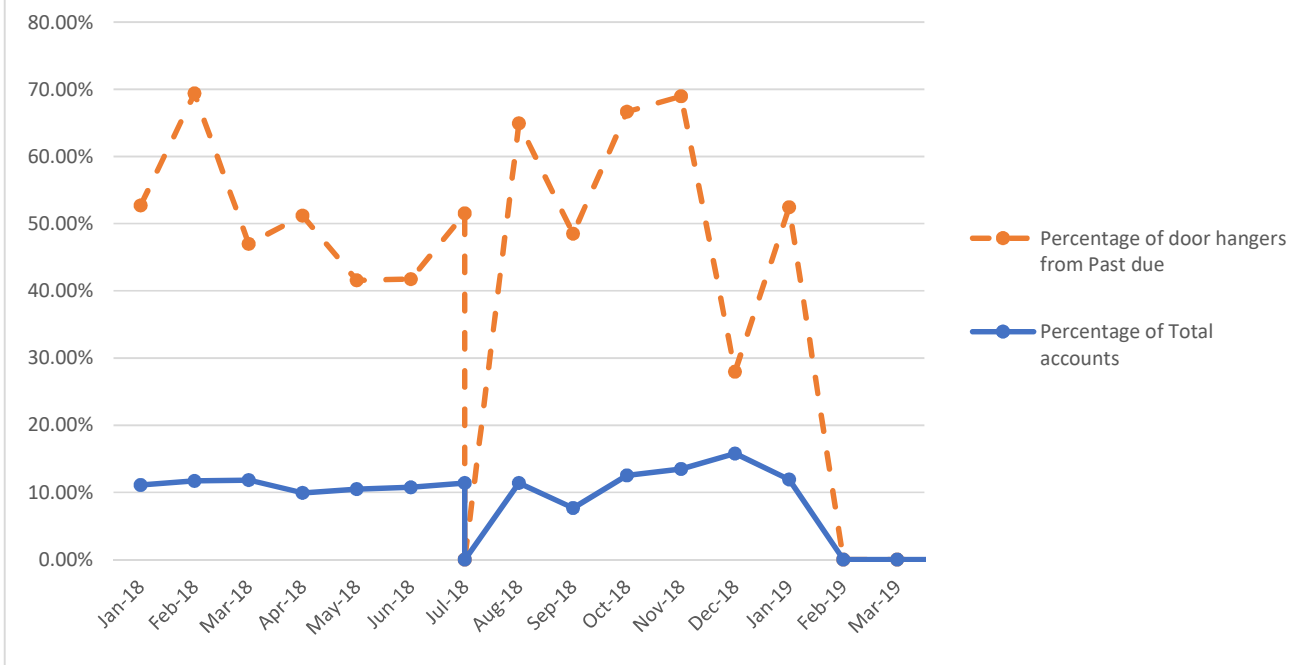
Director of Utilities

Date: February 22nd, 2019

San Miguel CSD
Past Due, Door Hanger, shutoff Counts



San Miguel CSD
Percentage of Door hangers resulting from Past Due accounts



San Miguel Community Services District Board of Directors Meeting



Staff Report

February 28th, 2019

AGENDA ITEM: IX 10

SUBJECT: Fire Chief Report for January 2019

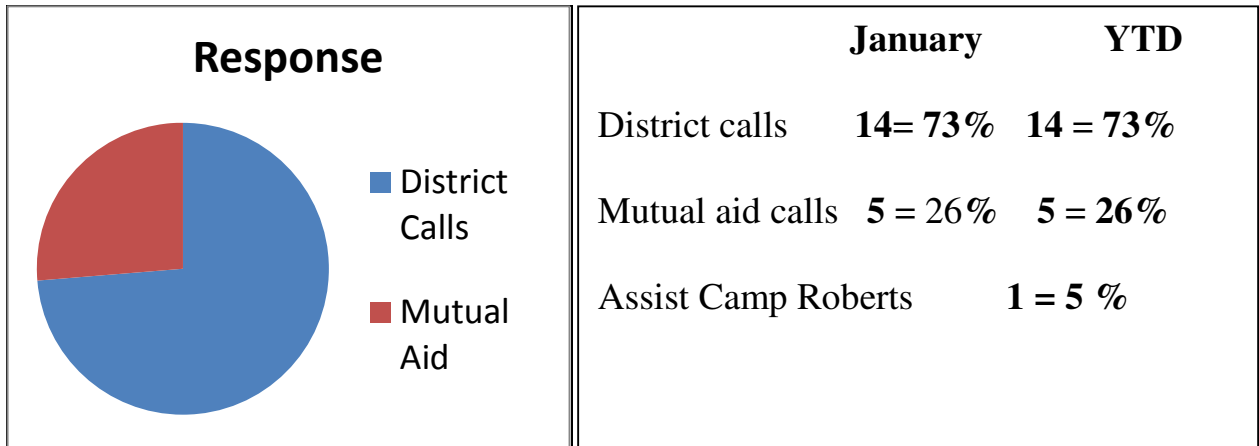
STAFF RECOMMENDATION: Receive and File Monthly Reports for the Fire Department

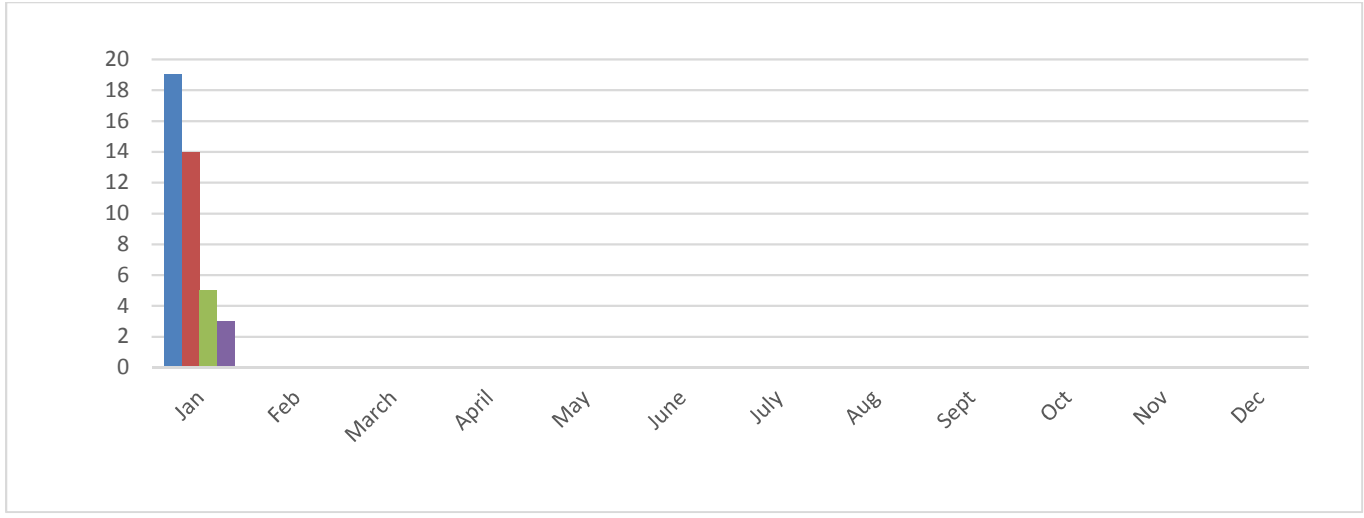
INCIDENT RESPONSE:

- Total Incidents for January 2019 **19**
- Average Calls for per 1 Month in 2019 **19**
- Total calls for the year to date **19**
-

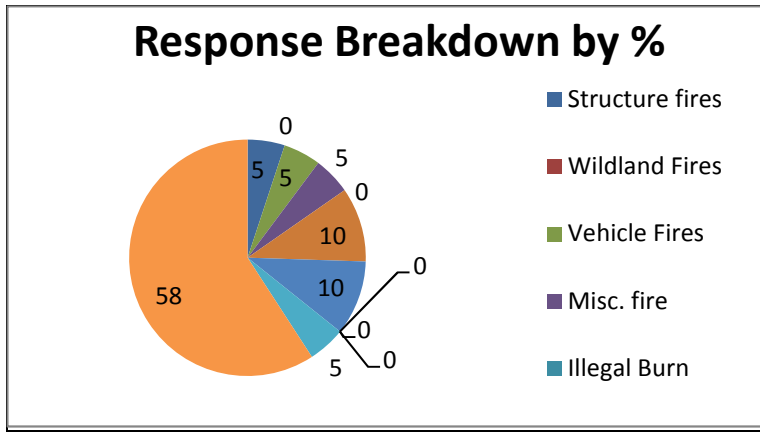
Emergency Response Man Hours in January = 57	total	57
Stand-By Man Hours for December = 26		<u>26</u>
	Total hr.	83

Emergency Response Man Hours = 3 hr. Per call for January	3hr. Per call for the year
Stand-By Average per Call = 1.3hr. Per call for, January	1.3 hr. Per call for the year





- Total calls
- District
- Mutual Aid
- Camp Roberts



For 19 calls for 1 Month in 2019

District Calls	14	73%
Mutual Aid	5	26%
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		
Structure fires	1	5 %
Wildland Fires	0	0%
Vehicle Fires	1	5%
Misc. fire	1	5%
Illegal Burn	0	0%
Vehicle Accidents	2	10%
False Alarms	2	10%
Haz Condition	0	0 %
Haz Mat	0	0%
Stand by	0	0%
PSA	1	5%
Medical Aids	11	58%

Personnel:

We currently have 19 active members.
 1 Chief
 1 Asst. Chief
 3 Fire Captains
 2 Engineer
 12 Firefighters

- A Duty officer schedule will be made to fill any gaps in the coverage.
- Emergency Reporting system is in service, all fire reports and inspection are now captured. New reports to follow as information is gathered.

Finances: See Agenda Item 1

Equipment: N/A

Activities:

January 2019

<u>Date</u>	<u>Subject matter</u>
1	Happy New Years
8	Introduction to the new Fire Emergency Response Program, Equipment and gear check out.
15	Building Preplan 1200 BLK Missions St.
22	CPR/ AED Training

February

<u>Date</u>	<u>Subject Matter</u>
5	Annual Physical
12	Pump Operations
19	SCBA / Air Aware / Fit Test
26	Association Meeting

<u>Date</u>	<u>Other activities</u>	<u>Time</u>
16	BUZZ run at Camp BOB	All Day

Information:

- Emergency Reporting Systems Fire Program has been purchased for the operational function of the fire department. There will be a training break in period for all department information. Once the training has been done the department reports will be generated through the Emergency Reporting system program.
- Coming to the agenda in March 2019 will be the Review of the 2019 Fire Code and amendments
- Adopt a Fee Schedule for Fire systems plan checks and Inspections for all construction sites in the district.

Prepared By:

Rob Roberson

Rob Roberson, Fire Chief

FIRE EQUIPMENT

2019 MILEAGE / FUEL REPORT

IX-10

Mileage/ Fuel	January		February		March		April		May		June		Total		Avg. MPG
Diesel	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
E-8696	119	18.9											119	18.9	6.3
E-8687	60	10.6											60	10.6	5.7
E-8668	36	0											36	0	#DIV/0!
6 Month Total												215	29.5	7.3	
Gas	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
U-8630	0	0											0	0	#DIV/0!
C-8601	532	33											532	33	16.1
C-8600	341	35.5											341	35.5	9.6
6 Month Total												873	68.5	12.7	

Mileage / Fuel	July		August		September		October		November		December		Total		Avg. MPG
Diesel	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
E-8696													119	18.9	6.3
E-8687													60	10.6	5.7
E-8668													36	0	#DIV/0!
6 Month Total												215	29.5	7.3	
Gas	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
U-8630													0	0	#DIV/0!
C-8601													532	33	16.1
C-8600													341	35.5	9.6
6 Month Total												873	68.5	12.7	

YTD 2016 Total	mi.	gal.	Avg. MPG
Diesel	430	29.5	14.6
Gas	873	68.5	12.7

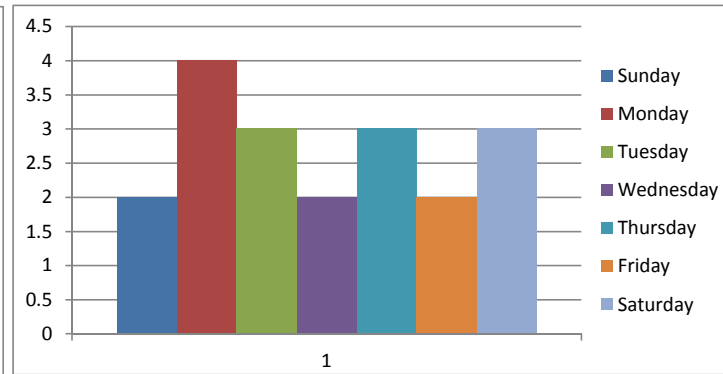
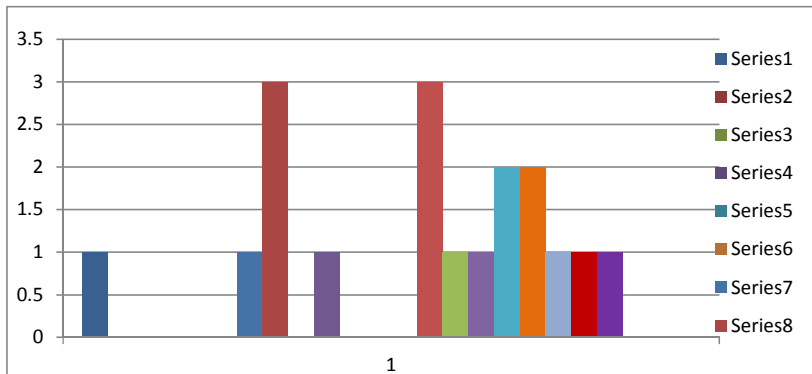
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Call per time of day and day of the week 2019


	After Hours					CSD Work Hours										Off Hours									
	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total
Sunday							1			1															2
Monday																1	1			1	1				4
Tuesday								2							1										3
Wednesday								1											1						2
Thursday	1														1			1							3
Friday																		1	1						2
Saturday															1	1							1		3
Hour Total	1	0	0	0	0	0	0	1	3	0	1	0	0	0	3	2	1	2	2	1	1	1	0	0	19

Total calls during CSD Work Hours	6	31%
Total calls during Off time and weekends	13	68%
After Hours calls 22:00 to 06:00	1	5%
Total Weekend Calls	5	26%
Total Calls Monday thru Friday	14	73%

8am to 8pm 16



IX-10

	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEP		OCT		NOV		DEC		TOTAL		
	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	
	Structure Fires	1	0																							1	0
Veg. Fires	0	0																								0	0
Vehicle Fires	0	1																								0	1
Misc. Fires	1	0																								1	0
Illegal Burning	0	0																								0	0
Vehicle Accidents	1	1																								1	1
False Alarms	1	1																								1	1
Hazardous Condition	0	0																								0	0
Hazardous Materials	0	0																								0	0
Standby	0	0																								0	0
Pub.Svc.Asst.	1	0																								1	0
Medical Aids	9	2																								9	2
Call TOTALS	14	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14	5
	19		0		0		0		0		0		0		0		0		0		0		0		0		19
<i>CPR</i>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mutual Aid SLO/Mon.	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	
Camp Bob Asst.	0		0		0		0		0		0		0		0		0		0		0		0		0	0	
Average Calls Per	<i>Month</i>	19.0	<i>Day</i>	0.6	<i>SLO Co. MA</i>		5		<i>Montrey Co. MA</i>		0		<i>CPR TOTAL</i>		0												

SAN MIGUEL COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS

January 24, 2019 Regular Meeting Minutes

MEETING HELD AT DISTRICT OFFICES

1150 MISSION STREET

SAN MIGUEL, CA 93451

- I.** Meeting Called to Order by President Green – 6:00 p.m.
- II.** Pledge of Allegiance led by Director Kalvans.
- III. Roll Call:** Directors Present: Green, Parent, Kalvans, Sangster, and Palafox
Directors Absent: None
District Staff in attendance: Interim General Manager Rob Roberson, Board Clerk Tamara Parent, Director of Utilities Kelly Dodds, Bookkeeper Paola Freeman, District Engineer Dr. Blaine Reely and District General Counsel White, Brenner, and Seikaly
District Staff Absent: None
- IV. Adoption of Regular Meeting Agenda:**
Direction given by District General Counsel White to approve item of this agenda one at a time.
Motion by Director Green to approve item one at a time.
Seconded by Director Parent. Motion was approved by Vote of 5 AYES and 0 NOES and 0 ABSENT.
- V. ADJOURN TO CLOSED SESSION:**
Closed Session convened at 6:03 p.m.
- A. CLOSED SESSION AGENDA:**
- 1. CONFERENCE WITH DISTRICT GENERAL COUNSEL – Existing Litigation**
Pursuant to Government Code Section 54956.9 (d)(1) Case: *Steinbeck v. City of Paso Robles, Santa Clara County Superior Court Case No. 1-14-CV-265039* and Case: *Eidemiller v. City of Paso Robles, Santa Clara County Superior Court Case No. 1-14-CV-269212*
 - 2. CONFERENCE WITH DISTRICT GENERAL COUNSEL-ANTICIPATED LITIGATION**
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:(1 case)WO

3. CONFERENCE WITH LABOR NEGOTIATORS (Pursuant to Government Code Section 54954.5(f) and Government Code Section 54957.6)
Unrepresented Bargaining Units: Non-Management Non-Confidential Unit and Non-Management Confidential Unit

4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

(Pursuant to Government Code §54957)

Title: Fire Chief

5. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

(Pursuant to Government Code §54957)

Title: Assistant Fire Chief

VI. Call to Order for Regular Board Meeting/Report out of Closed Session: 7:05 P.M.
Report out of closed session by District General Counsel White. Board of Directors entered into the Tolling and Standstill agreement regarding the Steinbeck litigation. Direction was given to staff regarding other closed session items.

VII. Public Comment and Communications for matters not on the Agenda: None

VIII. Special Presentations/Public Hearings/Other: (#2) Motion to hear out of order by Director Parent. Seconded by Director Kalvans. Motion passes 5/0/0

1. Election of Board Officers and Board Appointments:

A. Nominate and Elect Board of Director Officers:

A.2. Vice-President

Motion by Director Kalvans to nominate Director Sangster to Vice-President for Calendar year 2019.

Seconded by Director Palafox. Motion was approved by Vote of 5 AYES and 0 NOES and 0 ABSENT.

2. PUBLIC HEARING FOR PETITION FOR RECOGNITION OF THE SAN MIGUEL EMPLOYEES' ASSOCIATION: Pursuant to Article II, Section 2 of the Resolution of the Board of Directors of the San Miguel Community Services District Implementing Chapter 10, Division 2, Title 1 of the Government Code of the State of California Relative to Employer-Employee Relations, that the San Miguel Community Services District is holding a public hearing to determine whether the proposed San Miguel Employees' Association is in compliance with the requirement for formal acknowledgment as a recognized employee organization and whether the proposed representation unit is an appropriate unit. (District General Counsel Seikaly) *Two Questions. District General Counsel Seikaly opened the Public Hearing for any Public Comments.
Public Comment: None

Board Comment: None

1. Motion by Director Sangster to approve that there has been compliance with the requirements for formal acknowledgment as a recognized employee organization in accordance with Article II, section 1 of the District's Employer-Employee Resolution.

Seconded by Director Parent. Motion was approved by Vote of 5 AYES and 0 NOES and 0 ABSENT.

2. Motion by Director Parent to split the proposed SMEA unit is an appropriate unit if the unit is split into a Confidential Unit and a Non-Confidential Unit in accordance with Article II, section 7 of the Employer-Employee Resolution.

Seconded by Director Kalvans. Motion was approved by Vote of 5 AYES and 0 NOES and 0 ABSENT.

IX. STAFF & COMMITTEE REPORTS: (#3) Motion to hear Non-District Reports 1-5 out of order by Director Green. Seconded by Director Sangster. Motion passes 5/0/0

1. San Luis Obispo County Sheriff No Report
2. San Luis Obispo County Board of Supervisors No Report
3. San Luis Obispo County Planning and/or Public Works No Report
4. San Miguel Area Advisory Council No Report
5. Camp Roberts—Army National Guard (LTC Robert Horvath) LTC Horvath introduced himself to the Board of Directors and explained that Camp Roberts works closely with San Miguel Fire and has only heard good things about the relationship. Mr. Horvath explained that they will be having a regimen coming in for training from Guam. LTC Horvath thinks that this will have little impact on San Miguel.
6. **Interim General Manager:** Interim General Manager/ Fire Chief Rob Roberson, explained he had information in regard to Director Kalvans question about Gann Limit, Mr. Roberson informed the Board of Directors that local governments are not subject to appropriations limit requirements if special district did not, as of fiscal year 1977-78, levy a property tax in excess of \$0.125 per \$100 of assessed value, as a Special District most of the new Gann limits do not apply but informed the Directors that the percentage that the SLO County collects AB-8 factor for the District is \$0.020 for Lighting and \$0.068 for Fire. Interim General Manager/ Fire Chief Rob Roberson explained that Director Kalvans that his other question from last meeting was to talk about AB2, and this item will be brought back for discussion. Interim General Manager Roberson explained that the District Auditor was at the District Office on January 24th & 25th for the findings process for the FY 17-18 District Audit. Once the Audit is done we will be scheduling the financial Special Meeting. Mr. Roberson also explained that the District had researched other payroll companies like the Board asked and has decided that Paychex will work best for the District. Discussion ensued. Interim General Manager/ Fire Chief Rob Roberson explained

that the County has sent out information in regard to PG&E bankruptcy and wanted to inform the District that there might be a postponement in payment of taxes. Discussion ensued about the ongoing court case with former employee and the charges of embezzlement of public funds.

Board Comment: Director Kalvans voiced that he would be willing to wait for a smaller agenda but would like to hear in the future.

Public Comments: None

7. **District General Counsel:** Presented by District Counsel White. ChurchwellWhite, LLC. Mr. White voiced that he was not charging for his attendance at this District meeting.

Board Comments: Director Kalvans asked Counsel Brenner about the email that was sent to the District Board of Directors about AB401 (Assemblymen Dodd) and asked for more clarification for the record. Counsel Brenner informed the Board that it is a SWRCB is looking at ideas for low income rate assistance. This is because they are looking into how to get around Prop 218, the part where you must charge everyone the same. The State of California legislators are trying to levy a tax that then can be used for low income residence. Discussion ensued about Prop 218 and its not clear what will happen.

Public Comments: None

8. **District Engineer:** Written report submitted as is. District Engineer, Blaine Reely is absent

Board Comments: None

Public Comment: None

9. **Director of Utilities:** Director of Utilities, Kelly Dodds submitted report as written and asked for any questions. Mr. Dodds informed the Board that there were no shut offs this last month. Director of Utilities Dodds also informed the Board they had a water main leak and, in the process found an abandoned line that led to nowhere, and the leak was fixed.

Board Comment: Director Sangster informed D.O.U of the pole number with the street light out and asked if there was any update on lighting? Mr. Dodds explained that he has had no time to resubmit everything to PG&E, but it was on the list.

Public Comments: None

10. **Fire Chief:** Fire Chief Rob Roberson, asked for any question. Mr. Roberson explained that he went in front of the SLO County Board of Supervisor in regard to the Blue-Ribbon Committee put together by the SLO County Supervisors due to Cayucos Fire Department dissolving. Chief Roberson spoke for the District and informed the SLO Supervisors that the San Miguel Fire Department response to calls that Calfire Station 30 can't get to the calls in the required response time of 15 minutes. The Blue-Ribbon committee thanked San Miguel Fire and understands that we are doing a lot with a small budget. One-third of San Miguel calls are out of the District boundaries, into the County area. For them to come in and take over the San Miguel Fire Department they are looking at a cost estimate of 1.3 million and assuming all assets. The District would only get two people out here and all the thing the San Miguel Fire Department does, would cease to exist. The District Supervisor asked us what we needed and Chief Roberson explained to them it is all about service, response and coverage for the District. County Supervisor asked what it would take for our needs, and Chief Roberson explained to have coverage it

would be around a cost of \$77k. Chief Rob Roberson explained that what the Fire Department is really interested in is the tax base out side the district that San Miguel Fire response to that is the counties responsibility. Discussion Ensued about what other fire departments are asking for. Fire Chief Roberson explained that the Fire department has had Scott Young has taken over the Assistant Fire Chief /Prevention position, and with that he is looking at all the avenues for collection of fees, or we have missed out on because of the way things where structured in the past. The Fire Department has purchased a fire reports program called “Emergency Reporting Systems” ER it is computer based and all inspection reports will be downloadable. This system will benefit the District and will track hydrants, vehicles, inventory and will hopefully reduce our ISO rating. The Fire Department will be bringing forward a fee schedule for inspections and a new State Fire Code. Scott Young is taking an inspection course that certifies him to be an Inspector.

Board Comments: Director Sangster voiced that the Mileage Report needed to be looked at because the calculations of the spreadsheet are not adding up correctly. Chief Roberson explained that he would take look and get the form fixed.

Director Green asked about the Gas Credit card and would like the District Staff to go to Paso Robles for fuel. Director of Utilities explained that with the new treatment facility there will be a gasoline tank, like the diesel tank we have now.

Chief Roberson voiced that all fire vehicles get diesel at the yard. Discussion ensued.

Public Comment: None

Motion by Director Kalvans to go to Board Comment.

Seconded by Director Parent. Motion passes 5/0/0

- X. CONSENT ITEMS: (#1) Motion to hear Agenda out of order by Director Kalvans.**
Seconded by Director Sangster. Motion passes 5/0/0

1. Review and Approve Board Meeting Minutes

- a) 12-20-2018 Special Board Meeting Minutes
- 2. Approving RESOLUTION 2019-01**, assignment of banking powers for John Green, Anthony Kalvans, Joseph Parent, Ashley Sangster, Hector Palafox for District Bank accounts and revoking banking powers for Gilbert Buckman.
- 3. Approving RESOLUTION 2019-02**, assignment of banking powers for General Manager Rob Roberson and Bookkeeper Paola Freeman for District Bank.
- 4. Approving RESOLUTION 2019-03**, identifying the bookkeeper classification as a confidential employee pursuant to the district’s employer-employee relations resolution.

Motion by Director Parent to approve Consent Items 1 thru 4 (X)

Seconded by Director Kalvans. Motion was approved by Vote of 5 AYES and 0 NOES and 0 ABSENT.

XI. BOARD ACTION ITEMS:

Motion by Director Green to hear Action Items in the order of item number 1,2,5,6,3 and 4. Seconded by Director Parent. Motion passes 5/0/0

1. #1 Discuss a green waste program for San Miguel residential and commercial customers and hear a presentation from San Miguel Garbage on the current programs available to the District customers.

Item was presented Utilities Director Kelly Dodds explaining that the staff report outlines the cost that District would incur if they took on providing a District Green Waste Facility. Mr. Dodds explained that the recommendation from staff is to not have a District Green waste but to educate the community on the green waste options that San Miguel Garbage offers. Mr. Dodds introduced Aron Kardashian from San Miguel Garbage. Mr. Kardashian explained that options they offer for green waste in the Community and what he felt the District needs are for solid waste and ewaste.

Board Comment: Director Green asked about Organics. Mr. Kardashian explained that the future is green waste and organics in the same bin. Discussion ensued.

Director Kalvans asked if San Miguel thru San Miguel Garbage is compliant with the new Solid Waste requirements and asked what the Districts diversion rate is. Mr. Kardashian explained that San Miguel is compliant with all regulations and has been since 2012. The diversion rate for San Miguel is around 40-50% but wanted to make sure everyone understood that the percentage is calculated based on what the District was throwing away in 2000 and what is being thrown away now. Mr. Kardashian explained that the diversion rate will need to be at 75% by 2020. Discussion ensued with Director Kalvans about single stream recycling or multi recycling. Discussion about Lillian Larsen recycling program for food waste at the school. Discussion ensued with Mr. Kardashian about all the donations that San Miguel Garbage has done for the San Miguel Community voicing examples being donating around 300yards of chips to the sewer treatment and 140 yards to PSHH.

Director Green voiced that we have solid waste funds available for use in Solid Waste. Discussion ensued with Mr. Kardashian about the hazardous electronic waste and feels that there is a need in the community because there is no place to recycle these items any longer except at the landfill. Trash service in San Miguel is around 90%.

Public Comment: Owen Davis San Miguel resident voiced his approval of the San Miguel Garbage company and how they are a great asset to the community.

No action required. Consensus of the Board is to have the board work with staff on education and E-waste.

2. #2 Review, Discuss, Receive and File the Enumeration of Financial Report for December 2018.

Item presented by Paola Freeman, Bookkeeper informing the Board of Directors that the reports have been presented and asks for any questions.

Board Comment: Director Sangster asked about page 4 of 18 of the Claims Detail report and asked what the UPS is and what it was for. Director of Utilities explained that UPS is a backup for the district server SCADA system. Director Sangster also asked about page 10 of 18 of the Claims Detail report number 4451, Fire extinguisher service and the cost of \$100.00 to have it filled. Fire Chief Rob Roberson explained that the fire department does not have the certifications or equipment to refill the used fire extinguisher.

Director Green asked if it was cheaper to buy a new one at that cost.

Director Sangster asked about Statement of Expenditures page 4 of 7 381, PG&E and asked if that is a normal amount, and that it seemed high. Director of Utilities Kelly Dodds explained that yes that is a normal amount and it is due to the aerator and the sewer system is running 24/7.

Director Parent asked if there is a difference in the electric bill due to weather?

Director Kalvans asked about the Timeclocks Plus payment. Bookkeeper Paola Freeman explained that the payment was from an old invoice that the district has been disputing the old invoice and this will be the final close out payment.

Director Sangster asked about report L160 and asked for clarification.

Public Comment: Laverne Buckman San Miguel Resident asked about the admin payroll and was questioning why it was showing up in the report. Mrs. Freeman explained that it is sitting and should be out of the system after the audit. The amount is erroneous. Mrs. Buckman voiced that she can see that the financial are going in the right direction and that it is nice to see. Laverne asked about the investments and voiced that the computer maintenance is high and would like staff to keep an eye out.

Scott Young San Miguel Fire Captain explained that the Fire extinguisher was needed and used on a vehicle fire and voiced that he does appreciate the board looking and asking about the District Financials.

Motion by Director Sangster to Receive and File the Enumeration of Financial Report with clarification and/or correction to report L160 for December 2018

Seconded by Director Green. Motion was approved by Vote of 5 AYES and 0 NOES and 0 ABSENT.

3. **#5 Review and approve the 2019 Engineering report for the WWTP Expansion and upgrade Project as prepared by Monsoon Consulting.** Item was presented by District Engineer, Blaine Reely. In the November Board of Directors meeting Monsoon Consulting presented a PowerPoint summarizing the results of the engineering report for the WWTP expansion for a new treatment facility today the only addition item is the final recommendation for the type of plant the report recommends. Mr. Reely explained that there were three different treatment plant configurations, that we brought to a final level of analysis. Monsoon and District has toured other plant and the final recommendation is the “Membrane Bioreactor” configuration. Mr. Reely voiced that all the information was in the final engineering report and asked for any questions. (report is available at the District Office)

Board Comment: Director Parent voiced that he felt the report was thorough and thanked Monsoon Consultants for all the work.

Public Comment: None

Motion by Director Sangster to approve the 2019 Engineering report for the WWTP Expansion and upgrade Project as prepared by Monsoon Consulting.

Seconded by Director Kalvans. Motion was approved by Vote of 5 AYES and 0 NOES and 0 ABSENT.

4. **#6 Review and Discuss changes recommended by the Ad Hoc Personnel Committee to sections one (1) thru four (4) of the District Personnel Guidelines & Policy Manual, previously adopted by the Board September 15, 2016.** Item presented by District General Counsel Seikaly and Interim General Manager informing the Board that the AD-Hoc Personnel Committee had meet and the purpose of these changes are being made to bring it up to current practices and not changing any negatable items. Item that are up for consideration are marked in red on the copy in the Board of Directors Packet.

Board Comment: Director Parent asked about the 3.4; on call time/after hours. Mr. Parent voiced that there are two level of on call time and would like clarification on why? Director of Utilities Kelly Dodds explained that currently we have two, one for weekdays and one for weekends but explained that this is a negotiable item and had to be what is currently being practiced. Mr. Dodds explained that he does have a proposal, but it would be a meet and confer item.

Director Green asked if that is how it is being done? Mr. Dodd's explained that yes and explained that in the past it has been one rate and at the adopted change to this policy in 2014/2016 it was changed to be two different rates.

Director Parent asked about 2.7 and voiced that he would like it to be reimbursement upon completion of the course, exam, or test as an option. Mr. Parent asked what is done now. Director of Utilities Kelly Dodds explained that the District is currently paying for classes, CEU, and License renewal. Again, this too is a negotiable item. Discussion ensued about what the District requires.

Director Sangster voiced that he would like it to be a one-time payment, not to keep paying for failed test.

Director Green voiced that in the before 2016 Personnel Policies the Board approved all new hires and would like to see that in the current policy. He also voiced that 4.1.1 is opt out of health insurance and needs to read that the District need proof of other health coverage. 4.4.3 needs to have conditions on sick leave use is not oaky. 4.9. education and training time don't like department head, discussion about what policy Directors should be working on. 4.10 Jury duty and District General Counsel Seikaly voiced that the District by law is not required to pay for jury duty. Director Green voiced that he would like proof of jury duty.

Director Sangster would like 4.9 to have General manager approval before department head.

Director Green voiced that the policy needs to be worked on some more in committee. District General Counsel Seikaly explained to the Board of Directors that there are items that will need to have a meet and confer with the SMEA.

Public Comment: Owen Davis San Miguel Resident voiced that he feels that the Board is finally looking at the problem with the District and that is the employees. The way he sees it is that the employees are writing their own check and coming and going as they please. Mr. Davis voiced that he has a suggestion, that the District starts using service orders. Interim General Manager asked why Mr. Davis feels that services orders were not getting done and thanked Mr. Davis for his comments but his three minutes are up. Discussion ensued.

Laverne Buckman voiced that she would like more clarification on this item before it is voted on. District General Counsel Doug White voiced that the when it says Review and Discuss there will be no vote just direction to staff. Mrs. Buckman voiced that it says review revisions and it feels a little misleading.

Discussion ensued, and Director Green voiced that, he was working on the Approved Document not a red line version.

Discussion item only, Ad- Hoc Committee will meet again.

5. **#3 Discussion on status of Machado Wastewater Treatment Facility expansion and aeration upgrade project.** Item was presented by Director of Utilities Kelly Dodds explaining that this item is a continued discussion for expansion of the Wastewater facility. Basic facts for December 2018, we are at 69% hydraulic capacity with 86% being our max capacity. Mr. Dodds explained that the tours that Mr. Reely and himself took was very insightful and provided insight. Mr. Dodds explained that the 200k grant is being held up by the 2017/18 Audit. The design phase is up next and should have approval in front of the Board by May for approval for design. Director of Utilities Kelly Dodds explaining the District is at 78k below what was anticipated. The next phase is design for construction and would be a grant but we are waiting on the 17/18 Audit. Mr. Dodds explained that for the timeline the District has 2.9 years March 2021 and we have 26 months left. Director Parent asked if there would be fines. Mr. Dodds explained that they will be lenient but if there is no activity they can and will fine the District.

Board Comment: Director Green voiced that the District has not yet exceeded our capacity therefore the clock should not even start ticking yet. Mr. Dodds explained that the 2.9 years is based on the projected current development.

Director Sangster asked if the timeline can be extended if there is no building, and who will be preparing the RFP? Director of Utilities Kelly Dodds voiced that if there is any leeway it will be because of issues out of the District control but because we are so small, we really do not have any more room in the waste facility. The District should be moving forward like we will meet the proposed deadline. Mr. Dodds explained that the RFP (Request for Proposal) would most likely be done by him, with direction from the Board. If the Board wants to hire the District engineering firm with help from a consultant for the archeological and CEQA (California Environmental Quality Act) information, we could go in that direction with Board approval. The posting of the RFP will be posted at the

District office, website, newspaper and local plan rooms. Director Sangster offered ideas for posting at public purchase, and FisCal. Discussion ensued about equipment and design. Director Kalvans asked if the Board will see the RFP first. Mr. Dodds explained that Yes, all RFP will come to the Board for approval.

Director Kalvans asked about CEQA and wants to make sure that the District doesn't get in trouble with there regulations. Mr. Dodds explained that the District will need to hire a consultant for that part, due to the complexity of the environmental issues. Discussion ensued.

Public Comments: None

Discussion item only.

6. #4 Review and discuss future staffing needs and reorganization of Utility staffing structure as part of the expansion/ upgrade of the Wastewater Treatment Facility.

Item was presented by Director of Utilities Kelly Dodds, due to the construction of the new Wastewater plant the District will need a division of labor and would like to separate out the water and wastewater. Currently we have a one Utility Operator and one Utility Worker that do everything with water and wastewater. Mr. Dodds would like to have two positions to run the new wastewater plant on offset schedules and proposes to separate everything outside the treatment plant from the wastewater plant. In the current proposal the wastewater operators would have a three day overlap to get projects done. Everything inside the Wastewater treatment plant would be Wastewater treatment operators, and everything outside would be field staff. The field staff would still have to have wastewater license so if they needed to work inside the faciality they could.

Board Comment: Director Green voiced that he would like to know if there is enough work to do for eight hours at the new Facility. Mr. Dodds explained that yes, per his tours there is defiantly enough work to be done and it proposes to get rid of the weekend cost for the on-call consultant that we have currently.

Mr. Kalvans asked if there are any liability issues with having one person at the faciality or are there safety concerns. Mr. Dodds explained that per his proposal all work would be done on the overlapping days.

Director Parent voiced that four tens might also be good for the District to look at.

Discussion ensued. Director Green voiced that he would like to see Job Descriptions for these positions. Director agreed.

Public Comment: None

Consensus of the Board is to have the Director of Utilities to bring back job descriptions for the desired utility positions.

Discussion item only.

*Motion by Director Green to go to District Staff & Committee Reports IX. 6-10
Seconded by Director Sangster. Motion passes 5/0/0 (page 3-4)*

Director Parent left at 10:00 P.M

XII. BOARD COMMENT: *last item.*

Director Parent asked if March Regular Meeting could be changed, due to his work schedule.

Director Kalvans voiced that the CSDA will be having the leadership academy

Director Green asked about the plans upstairs.

XIII. ADJOURNMENT TO NEXT MEETING February 28, 2019: 10:16 P.M.

DRAFT

SAN MIGUEL COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS
JANUARY 10, 2019

AD- HOC PERSONNEL COMMITTEE MEETING

MEETING HELD AT DISTRICT OFFICES
1150 MISSION STREET
SAN MIGUEL, CA 93451

I. Meeting Called to Order by President Green – 10:00 A.M.

II. Pledge of Allegiance lead by Director Kalvans.

III. Roll Call: Directors Present: Green, Kalvans

District Staff in attendance: Rob Roberson, Tamara Parent, Kelly Dodds, and District General Counsel Seikaly (Skype).

IV. Oral and Written Communications:

V. AGENDA ITEMS:

Review and discuss revisions to the personnel policy adopted September 15, 2016 by Resolution 2016-30. Item was presented by Interim General Manager Rob Roberson. Directors and staff with help from District General Counsel Seikaly reviewed Chapters 1 through 4 of the 2016 SMCS D Personnel policy. Changes will be made by Counsel Seikaly and a redline version will be brought to the full Board of Directors for review Chapters 1-4 at the January 24 regular Board Meeting. Any changes made during this committee meeting were made to memorialize the current District practices. No negotiable items, such as benefits, were considered or changed. Decision was made to schedule a future Personnel Committee meeting for the end of January to review chapters 5-11 of the Personnel Policy, then bring back whole policy for first reading at the February 28 Regular Board Meeting.

XII. BOARD COMMENT:

Director Green voiced that he would be scheduling the meeting and would let staff know what date worked best for everyone.

Public Comment: None

XIII. ADJOURNMENT: @2:12 P.M.

SAN MIGUEL COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS
JANUARY 29, 2019

AD- HOC PERSONNEL COMMITTEE MEETING

MEETING HELD AT DISTRICT OFFICES
1150 MISSION STREET
SAN MIGUEL, CA 93451

I. Meeting Called to Order by President Green – 10:00 A.M.

II. Pledge of Allegiance lead by Director Kalvans.

III. Roll Call: Directors Present: Green, Kalvans

District Staff in attendance: Rob Roberson, Tamara Parent, Kelly Dodds, and District General Counsel Seikaly (Skype).

IV. Oral and Written Communications:

V. CONSENT CALENDAR:

1. *Review and Approve Committee Meeting Minutes

01-09-2019 Ad-Hoc Personnel Committee Meeting Minutes
Motion by Director Kalvans to approve 1-9-2019.

Seconded by President Green 2/0/0- will go to the Regular Meeting for full Board approval.

VI. AGENDA ITEMS:

- 1. Review and discuss revisions to the personnel policy adopted September 15, 2016 by Resolution 2016-30.** Item was presented by Interim General Manager Rob Roberson. Directors and staff with help from District General Counsel Seikaly re-reviewed Chapters 1 through 4 of the 2016 SMCS D Personnel policy. Changes will be made by Counsel Seikaly and a redline version will be brought to the full Board of Directors for review Chapters 1-4 at the February 28th regular Board Meeting. Any changes made during this committee meeting were made to memorialize the current District practices. No negotiable items, such as benefits, were considered or changed. Decision was made to schedule a future Personnel Committee meeting for February 1st to review chapters 5-11 of the Personnel Policy.

XII. BOARD COMMENT:

Director Green voiced that they would be looking at Chapter 5 thru 11 at the February 1st Meeting. (2-1-2019 meeting was Canceled due to illness) rescheduled for February 20th. Director Kalvans reminds Committee that they still need to take public comment and *approve consent items.

Public Comment: None

XIII. ADJOURNMENT: @ 1:02 P.M.

DRAFT



San Miguel Community Services District

Board of Directors Staff Report

February 28, 2019

AGENDA ITEM: X - 2

SUBJECT: Accept and approve RESOLUTION 2019-11 authorizing the General Manager to sign and submit the Proposition 1 Integrated Regional Water Management Sub-Grant agreement between San Luis Obispo County Flood Control and Water Conservation District and San Miguel Community Services District in the amount of \$177,750.00

RECOMMENDATION:

Accept and approve RESOLUTION 2019-11 authorizing the General Manager to sign and submit the Proposition 1 Integrated Regional Water Management Sub-Grant agreement between San Luis Obispo County Flood Control and Water Conservation District and San Miguel Community Services District in the amount of \$177,750.00.

Over the last year staff has been working with the County to finalize the agreement for a \$177,750 PROP 1 IRWM grant.

This grant covers the engineering study for the WWTF upgrade and potential for ground water reclamation. The District was advised in 2018 that we were approved for the grant and that all related expenses incurred after January 2016 would be reimbursed after this agreement was completed and executed.

There were numerous delays on behalf of the State and Federal governments which led to the delay in receipt of this agreement.

This item is only to approve Resolution 2019-11 authorizing the General Manger to sign and submit the agreement for reimbursement under this grant.

Fiscal Impact:

There is no negative fiscal impact, this item is to finalize an agreement with the County in order to receive reimbursement of funds already committed.

PREPARED BY:

Kelly Dodds

Director of Utilities

Attachment: **Resolution No 2019-11**
Prop 1 Agreement
Attachment A
Attachment B

**Proposition 1 Integrated Regional Water Management
Disadvantaged Community Involvement Sub-Grant Agreement Between
San Luis Obispo County Flood Control and Water Conservation District
and San Miguel Community Services District**

Recitals

- A.** The Regional Water Management Foundation ("RWMF"), a subsidiary of Community Foundation Santa Cruz County, has entered into a Grant Agreement with the Department of Water Resources of the State of California ("DWR" or "State") to receive grant ("Grant") funding from the Water Quality, Supply and Infrastructure Improvement Act of 2014 (Proposition 1) (Grant Agreement No. 4600012296) ("Grant Agreement"). The Grant funding will assist in financing the projects identified in the Grant Agreement associated with the Integrated Regional Water Management ("IRWM") Plans of the six Regional Water Management Groups in the Central Coast Funding Area, including the San Luis Obispo County IRWM Group whose IRWM Plan ("SLO IRWM Plan") covers the San Luis Obispo Region. A copy of the Grant Agreement is attached hereto as Attachment A, and the Grant Agreement and any subsequent amendments thereto are hereby incorporated herein by this reference.
- B.** The projects identified in the Grant Agreement for Grant funding in the San Luis Obispo Region of the Central Coast Funding Area include Project 1: Administration (within the San Luis Obispo Region); Project 2: Needs Assessment, Task 5 - Needs Assessment for San Luis Obispo Region; and Project 8: Project Development and Construction Activities, Task 5.1 – Oceano Community Services District Water Resource Reliability Program Phase 2, Task 5.2 – City of Grover Beach Turnout Pump Station Design and Water Master Plan Update, Task 5.3 – City of San Luis Obispo Water Resource Recovery Facility Project Value Engineering at 60% design, Task 5.4 – San Simeon Community Services District Reservoir Expansion Project and Water Master Plan Update and Task 5.5 – San Miguel Community Services District Wastewater Plan Update and Recharge Basin Study (collectively, "SLO Region Projects").
- C.** The San Luis Obispo County Flood Control and Water Conservation District ("District") is the lead agency responsible for development and implementation of the SLO IRWM Plan and for execution and administration of agreements necessary to receive State funding. As a result, the District has entered into an agreement with the RWMF setting forth the terms and conditions under which the RWMF will administer and distribute Grant funds to the District in connection with the SLO Region Projects ("RWMF Agreement"). A copy of the RWMF Agreement is attached hereto as Attachment B, and the RWMF Agreement and any subsequent amendments thereto are hereby incorporated herein by this reference.
- D.** Both the Grant Agreement and RWMF Agreement use the term "local project sponsor" generally to refer to a local public agency that oversees completion of a particular project(s) identified for funding in the Grant Agreement. A local project sponsor provides project management, oversight and compliance administration and is responsible for completing the deliverables and providing the support for reimbursable expenditures for its sponsored project. The Grant Agreement and RWMF Agreement identify the San Miguel Community Services District ("CSD") as a local project sponsor for Project 8: Project Development and Construction Activities, Task 5.5 – San Miguel Community Services District Wastewater Plan Update and Recharge Basin Study, as

described in Exhibit A to the Grant Agreement ("Project"). In addition, the RWMF Agreement identifies the District as a local project sponsor with respect to all the SLO Region Projects, because the District is to provide general oversight and compliance administration with respect to all such projects (in addition to certain other administrative tasks) and will receive and distribute all Grant funds in connection with said projects as more specifically set forth therein.

- E. Notwithstanding the identification of the District in the RWMF Agreement as a local project sponsor for all SLO Region Projects, including the Project, the CSD agrees to act on behalf of the District and RWMF for the purposes of Project management, oversight, compliance, and operations and maintenance. The CSD is responsible for all other aspects of the Project in a manner to ensure District's compliance with the RWMF Agreement and Grant Agreement and RWMF's compliance with the Grant Agreement. The CSD is solely responsible for design, construction, and operation and maintenance of the Project. The CSD acknowledges that review or approval of plans, specifications, bid documents, or other construction documents by the District, the RWMF and the State is solely for the purpose of proper administration of funds by the District, the RWMF or the State and shall not be deemed to relieve or restrict the responsibilities of the CSD under this Agreement.
- F. The term of this Agreement begins on the date signed by both parties ("Effective Date") and terminates on April 30, 2021 (including any subsequent amendment), or when all of the Parties' obligations under this Agreement are fully satisfied, whichever occurs earlier. Notwithstanding the foregoing, requests for disbursement of Grant funds and invoices submitted by CSD prior to the Effective Date consistent with the requirements of this Agreement shall be processed as described herein.
- G. The purpose of this Agreement is to set forth the terms and conditions under which the CSD is to receive Grant funds from the District.

Agreement

- 1. The above recitals are true and correct and are incorporated herein by this reference.
- 2. The CSD agrees to:
 - a) Faithfully and expeditiously perform or cause to be performed all work associated with the Project in accordance with Exhibit B (Budget) and Exhibit C (Schedule) to the Grant Agreement.
 - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of the Grant Agreement, the RWMF Agreement and this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by RWMF and District in the application, documents, amendments, and communications filed in support of the RWMF's request for Water Quality, Supply and Infrastructure Improvement Act of 2014 financing.
 - c) Comply with all applicable California laws and regulations.
 - d) Implement the Project in accordance with applicable provisions of the law.
 - e) Fulfill its obligations under the Grant Agreement, the RWMF Agreement and this Agreement, and be responsible for the performance of the Project.

3. The CSD shall perform the work and provide the documentation required of District, RWMF or CSD pertinent to the Project in a timely manner as set forth, without limitation, in the Grant Agreement and RWMF Agreement. Notwithstanding the foregoing, any documents or information required to be submitted to the State or agents of the State shall be submitted to District for submittal by RWMF to the appropriate party designated in the Grant Agreement.
4. The CSD acknowledges that Section 5 of the Grant Agreement (Basic Conditions) establishes that the State shall have no obligation to disburse money for the Project under the Grant Agreement until RWMF, and as applicable the District and CSD, has satisfied all the applicable conditions specified in Section 5.
5. Subject to receipt of Grant funds from the RWMF as a result of a particular request for disbursement of Grant funds by the CSD and subject to the other terms and conditions set forth herein, District shall remit to the CSD such disbursement it receives from the RWMF as a result of such request, up to a total amount not to exceed \$177,750 for the CSD's completion of the Project.
6. In order to receive disbursement of Grant funds, the CSD shall submit to the District quarterly invoices for Eligible Project Costs as defined in Section 7 of the Grant Agreement (Eligible Project Costs) in a form required by RWMF. Supporting documentation as described in Section 8 of the Grant Agreement (Method of Payment) shall accompany each invoice. The documentation required by this paragraph shall be sent to:

Brendan Clark
San Luis Obispo County Flood Control and Water Conservation District
County Government Center, Room 206
San Luis Obispo, CA 93408

or such other address as District may provide.
7. The CSD shall apply Grant funds only to Eligible Project Costs as defined in Section 7 of the Grant Agreement (Eligible Project Costs) and in accordance with applicable provisions of the law. Without limiting the foregoing, work performed on the Project after January 22, 2016 shall be eligible for reimbursement.
8. Notwithstanding any other provision of this Agreement, no disbursement shall be required to be made by District at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.
9. The CSD acknowledges the requirements and processes defined in Section 8 of the Grant Agreement (Method of Payment) pertaining to reimbursement requests for costs incurred for work performed.
10. The CSD acknowledges its responsibility to comply with the applicable provisions of Exhibit D to the Grant Agreement (Standard Conditions).
11. The CSD shall not be entitled to, and District shall have no obligation to make any, disbursement of Grant funds as set forth herein if District does not receive Grant funds

from the RWMF in connection with CSD's request for disbursement. Further, if District is required to refund any disbursement made to CSD to the State or RWMF due to a violation of the Grant Agreement, the RWMF Agreement or this Agreement by CSD, CSD shall refund to District such disbursement amount plus any interest or penalties required to be paid by District to the State or RWMF, as well as for any expenses incurred by the District (e.g., personnel time, postage) due in connection with the coordination of such refund.

- 12.** The CSD agrees to provide all required reports as specified in Section 16 of the Grant Agreement (Submission of Reports) and Exhibit F to the Grant Agreement (Report Formats and Requirements), according to a format and schedule as specified by the District. This pertains to the quarterly Progress Report, quarterly Accountability Report (applicable to advance funds), Final Report, and Post-Performance Reports. The CSD agrees to prepare and submit Post-Performance Reports, if applicable to the Project. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of the Project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 10 years after the completed Project begins operation. The CSD shall provide annual written notification to the District and RWMF of the Post-Performance Report submittal.
- 13.** RWMF and District are to provide administrative services for the benefit of CSD and other local project sponsors, in the administration of the Grant Agreement. RWMF and District are to receive compensation via Grant reimbursement for these services as set forth in Exhibits A and B to the Grant Agreement (Work Plan and Budget). Under the terms of the RWMF Agreement, the District is liable and has agreed to reimburse RWMF for administrative costs incurred by RWMF that are not reimbursed under the Grant Agreement and that are attributable to the SLO Region Projects or the District's actions. The CSD shall be liable and hereby agrees that it shall be responsible for any such reimbursement obligation attributable to the Project or to the CSD's actions and further agrees to reimburse the District for any administrative costs incurred directly by the District that are not reimbursed under the Grant Agreement and that are attributable to the Project or the CSD's actions.
- 14.** RWMF and District have agreed to provide Grant administrative services for the term specified in Section 2 of Grant Agreement (Term of Grant Agreement) (i.e. until April 30, 2021) (referred to herein as "Initial Term"). Per the terms of the RWMF Agreement, in the event the Initial Term of the Grant Agreement is extended by the RWMF to accommodate the District, the District shall reimburse the RWMF for any additional administrative costs that are solely attributable to Grant administration occurring beyond the end date of the Initial Term subject to certain limitations. The CSD shall be liable and hereby agrees that it shall be responsible for any such reimbursement obligation attributable to the Project or to the CSD's actions and further agrees to reimburse the District for any such additional administrative costs incurred directly by the District attributable to the Project or the CSD's actions.
- 15.** The CSD acknowledges the provisions of Section D.35 to the Grant Agreement (Retention) and that disbursement of Grant funds may be withheld by District or RWMF to satisfy the retention requirements set forth therein. CSD further acknowledges that notwithstanding any other provision of the Grant Agreement, State may withhold five percent (5.0%) of the funds requested by CSD for reimbursement of Eligible Project Costs. The Project will be eligible to release its respective retention when the Project is

completed and when the requirements of Section 16 of the Grant Agreement have been met (Submission of Reports), except in the case that the Project is the last to be completed under the Grant Agreement, in which case retention for the Project will not be disbursed until the "Final Report" is submitted to and approved by State. District will disburse retained funds upon receipt from RWMF.

16. The CSD agrees to be bound, perform and abide by all of the provisions applicable to the RWMF, the District or to CSD as a local project sponsor in connection with the Project as set forth in the Grant Agreement as if the CSD had signed the Grant Agreement in the place and stead of RWMF, and with respect to the CSD, RWMF and District shall have all rights of the State conferred thereunder. The CSD further agrees to be bound, perform and abide by all of the provisions applicable to the District or CSD as a local project sponsor in connection with the Project as set forth in the RWMF Agreement as if the CSD had signed the RWMF Agreement in the place and stead of the District, and with respect to the CSD, District shall have all rights of the RWMF conferred thereunder.
17. The CSD acknowledges that the District is relying on CSD's performance hereunder in entering into the RWMF Agreement and undertaking its obligations as set forth in the RWMF Agreement. Accordingly, in the event the CSD fails to perform any of its obligations hereunder, CSD agrees to indemnify, defend, and hold harmless the District and the District's officers, directors, agents, and employees (each, an "Indemnified Person") from and against any and all judgments, losses, claims, damages or liabilities, joint or several, to which any Indemnified Person may become subject which relate to or arise out of any such failure by the CSD. The CSD acknowledges that all County of San Luis Obispo officers, officials and employees are *ex officio* District officers, officials and employees per the terms of the San Luis Obispo County Flood Control and Water Conservation District Act and thus are Indemnified Persons as described herein.
18. In the event the CSD violates any provision of this Agreement that, in the District's judgment, could result in a violation of the RWMF Agreement or Grant Agreement, District may take, or authorize the RWMF to take, any and all appropriate measures to attempt to prevent any such violation or to mitigate any damages District or RWMF would incur as a result thereof, including but not limited to performing any work required of the CSD hereunder, and in such case, CSD shall be liable for any costs incurred in connection with such measures.
19. To enable the District to confirm the CSD's compliance with this Agreement, upon request by District, the CSD shall provide District with: (i) any requested documentation; and (ii) access to any work sites or other areas associated with the Project for the purpose of making observations or conducting any necessary tests or studies.
20. The CSD acknowledges that State reserves the right to conduct an audit during the term of the Grant Agreement and for a period of three years after final payment with respect to all matters connected with the Grant Agreement as specified in Section D.7 to the Grant Agreement (Audits). All records of District, RWMF, CSD, or its contractors or subcontractors shall be preserved for this purpose for at least three (3) years after Project completion or final billing, whichever comes later. The CSD agrees to compensate the District for any costs incurred in connection with District or RWMF compliance with this provision related to the Project.

21. The Parties may, pursuant to mutual agreement, expand the scope of work to be performed by the CSD hereunder, but in any event modifications to the terms of this Agreement shall be valid only if made in writing and executed by District and the CSD.
22. The CSD shall not assign, delegate or otherwise transfer any of its duties, obligations, rights or interest under this Agreement without prior written consent of District, which consent may be given or withheld by District in its reasonable discretion. Any attempted assignment or transfer without such consent shall be void.
23. Subject to the provisions of the paragraph immediately below, all terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, District and CSD and their respective legal representatives, successors and permitted assigns.
24. A waiver of any provision of this Agreement in any given instance shall not constitute a waiver of (i) such provision in future instances or (ii) any other provision of this Agreement.
25. This Agreement, together with the RMWF Agreement and Grant Agreement, constitutes the entire understanding of District and CSD concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, correspondence, representations or understandings between District and CSD relating to the subject matter hereof, whether written or oral.
26. This Agreement may be executed in counterparts, each of which when taken together shall constitute the entire Agreement.
27. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
28. **INSURANCE:** Throughout the duration of this Agreement, the CSD shall maintain insurance in conformance with the requirements set forth below. The CSD will insure the District against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CSD, its agents, representatives, employees or subcontractors.

CERTIFICATE REQUIREMENTS

The District shall be issued a Certificate of Insurance with the following minimum requirements:

- Certificate(s) shall show current policy number(s) and effective dates,
- Coverage and policy limits shall meet, or exceed, requirements below,
- The Certificate Holder shall be San Luis Obispo County Flood Control and Water conservation District, County Government Center, Room 206, San Luis Obispo, CA 93408
- Certificate shall be signed by an authorized representative,
- An endorsement shall be provided to show all of the following: (a) the San Luis Obispo County Flood Control and Water Conservation District, its officers, officials and employees as additional insured (the CSD acknowledges that all County of San Luis Obispo officers, officials and employees are *ex officio* District employees per the terms of the San Luis Obispo County Flood Control and Water Conservation District Act and thus are included within the scope of any such endorsement); (b) the Regional Water Management Foundation, its officers, officials and employees

as additional insured and (c) the State of California, Department of Water Resources, its officers, officials, employees and agents as additional insured.

Minimum Scope and Limits of Insurance

The CSD acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. The District shall be entitled to coverage for the highest limits maintained by the CSD. Coverage will be at least as broad as:

- PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS): \$1,000,000 PER OCCURRENCE OR CLAIM, \$2,000,000 AGGREGATE. The CSD shall maintain insurance with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Insurance must be maintained and evidence of insurance must be provided for at least one year after date of completion of the Project. The CSD agrees to purchase an extended period coverage for a minimum of one year after completion of the Project.
- COMMERCIAL GENERAL LIABILITY (CGL): \$1,000,000 (Including products and completed operations) Proof of coverage for \$1 Million per occurrence for bodily injury, personal injury and property damage will be provided on Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- AUTOMOBILE LIABILITY: \$1,000,000
Proof of coverage for \$1 Million will be provided on ISO Form Number CA 00 01 covering any auto (Code 1), or if CSD has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.
- WORKERS' COMPENSATION AS REQUIRED BY THE STATE OF CALIFORNIA, WITH STATUTORY LIMITS, AND EMPLOYER'S LIABILITY INSURANCE: \$1,000,000 per accident for bodily injury or disease. Must include a waiver of subrogation.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- ADDITIONAL INSURED STATUS
The District, its officers, officials and employees, the RWMF, its officers, officials and employees and the State, its officers, officials, employees and agents are all to be covered as insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CSD including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage will be provided in the form of an endorsement to the CSD's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of both CG 20 10 and CG 20 37 (if a later edition is used). The CSD acknowledges that all County of San Luis Obispo officers, officials and employees are *ex officio* District officers, officials and employees per the terms of the San Luis Obispo County Flood Control and Water Conservation District Act and thus are to be covered as additional insured as described herein.
- PRIMARY COVERAGE
For any claims related to this Agreement, the CSD's insurance coverage shall be primary insurance as respects the District, its officers, officials, and employees. Any insurance or self-insurance maintained by the District, its officers, officials, or employees will be excess of the CSD's insurance and will not contribute with it.

- **NOTICE OF CANCELLATION**
Each insurance policy required above shall provide that the District will be notified of any coverage canceled with 30 days' prior written notice (10 days for non-payment).
- **WAIVER OF SUBROGATION**
CSD hereby grants to the District a waiver of any right to subrogation which any insurer of the CSD may acquire against the District by virtue of the payment of any loss under such insurance. The CSD agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

The Worker's Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the CSD, its employees, agents and subcontractors.
- **DEDUCTIBLES AND SELF-INSURED RETENTIONS**
Any deductibles or self-insured retentions must be declared to and approved by the District. The District may at its option allow the CSD to purchase coverage with a lower deductible or retention or require the CSD to provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- **ACCEPTABILITY OF INSURERS**
Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-(A-minus): VII, unless otherwise acceptable to the District.
- **VERIFICATION OF COVERAGE**
The CSD shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District ten days after the Effective Date of this Agreement. However, failure to obtain the required documents prior to the work beginning shall not waive the CSD's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

29. Whenever it is provided in this Agreement that District or CSD shall give notice to the other, said notice shall be given by delivering a copy of said notice to the other party personally, or by mailing first class mail, postage prepaid, through the U.S. Postal Service, or by a nationally-recognized overnight courier, a copy of said notice at the following addresses:

A. Address for District:

San Luis Obispo County Flood Control and Water Conservation District
County Government Center, Room 206
San Luis Obispo, CA 93408

B. Address for CSD:

1150 Mission St.
San Miguel, CA 93451

IN WITNESS WHEREOF, District and CSD have executed this Agreement on the dates set forth below by their duly authorized representatives, having full authority to so act for and on behalf of the Parties hereto.

**San Luis Obispo County Flood Control and
Water Conservation District**

By: _____
Courtney Howard
Water Resources Division Manager

Date: _____

Approved as to Form and Legal Effect
RITA L. NEAL
County Counsel

 _____
Deputy County Counsel

Date: February 24, 2019

San Miguel Community Services District

By: _____

Date: _____

Attachment A
GRANT AGREEMENT

Attachment B
RWMF AGREEMENT

RESOLUTION NO. 2019-11

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT ACCEPTING A \$177,750
PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT GRANT AND
AUTHORIZING THE GENERAL MANAGER TO SIGN AND SUBMIT THE SUB-
GRANT AGREEMENT BETWEEN SAN LUIS OBISPO COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT AND SAN MIGUEL COMMUNITY
SERVICES DISTRICT.**

WHEREAS, the District applied for Proposition 1 grant funding for a Wastewater Plant Expansion Engineering Study and Groundwater Recharge Basin Study; and.

WHEREAS, the District was approved for Proposition 1 IRWM grant funds in the amount of \$177,750; and.

WHEREAS, the Board accepts these grant funds and authorizes the General Manager to execute the Sub-Grant agreement with the San Luis Obispo County Flood Control and Water Conservation District; and

NOW THEREFORE, BE IT RESOLVED, the Board does, hereby, adopt this Resolution for purposes specified herein.

On the motion of Director _____ seconded by Director _____ and on the following roll call vote, to wit:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAINING:**

The foregoing Resolution is hereby passed and adopted this 28th day of February 2019.

Rob Roberson, Interim General Manager

John Green, Board President

ATTEST:

Douglas L. White, District General Counsel

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
REGIONAL WATER MANAGEMENT FOUNDATION
AGREEMENT NUMBER 4600012296
2016 PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) DISADVANTAGED
COMMUNITY INVOLVEMENT GRANT
CALIFORNIA WATER CODE § 79740 ET SEQ.**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and Regional Water Management Foundation, a non-profit, in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Water Quality, Supply and Infrastructure Improvement Act of 2014 (Proposition 1) to Grantee to assist in financing projects associated with the Central Coast pursuant to Chapter 7 (commencing with §79740) of Division 26.7 of the California Water Code, hereinafter collectively referred to as "IRWM Program." A "project" is defined as a group of activities as set forth in Exhibit A (Work Plan).
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on April 30, 2021 or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement.
3. GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$4,300,000.
4. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
 - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
 - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Water Quality, Supply and Infrastructure Improvement, Act of 2014 financing.
 - c) Comply with all applicable California laws and regulations.
 - d) Implement the projects in accordance with applicable provisions of the law.
 - e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the projects.
5. BASIC CONDITIONS. State shall have no obligation to disburse money for projects under this Grant Agreement until Grantee has satisfied the following conditions (if applicable):
 - a) Grantee must demonstrate the groundwater compliance options set forth on pages 11 and 12 of the IRWM Program Guidelines, dated July 2016 are met.
 - b) Grantee submits deliverables as specified in Paragraph 16 of this Grant Agreement and in Exhibit A.
 - c) Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State for each project:
 - Final plans and specifications certified by a California Registered Professional (Civil Engineer or Geologist, as appropriate) for the approved projects as listed in Exhibit A of this Grant Agreement.
 - Environmental Documentation:

- i) Grantee submits to the State all applicable environmental permits,
- ii) Documents that satisfy the CEQA process are received by the State,
- iii) State has completed its CEQA compliance review as a Responsible Agency, and
- iv) Grantee receives written concurrence from the State of Lead Agency's CEQA documents and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the projects or to require changes, alterations or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, and mitigation monitoring programs as may be required prior to beginning construction/implementation.

6. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation.
7. ELIGIBLE PROJECT COST. Grantee shall apply State funds only to Eligible Project Costs in accordance with applicable provisions of the law. Work performed on the projects after January 22, 2016 shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- a) Operation and maintenance costs.
- b) Purchase of equipment that is not an integral part of a project.
- c) Establishing a reserve fund.
- d) Purchase of water supply.
- e) Replacement of existing funding sources for ongoing programs.
- f) Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- g) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies.
- h) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee Cost Share (i.e., Funding Match).
- i) Payment of stipends
- j) Application preparation costs for other funding opportunities not consistent with IRWM.
- k) Meals not directly related to travel.
- l) Acquisition of real property (land or easements).
- m) Overhead not directly related to the project.

8. METHOD OF PAYMENT.

- a) **Reimbursement** – Submit a copy of invoice for costs incurred and supporting documentation to the DWR Project Manager via Grant Review and Tracking System (GRanTS). Additionally, the original invoice form with signature and date (in ink) of Grantee's Project Representative, as indicated in Paragraph 22 of this Grant Agreement, must be sent to the DWR Project Manager for approval. Invoices submitted via GRanTS shall include the following information:
- Costs incurred for work performed during the period identified in the particular invoice.
 - Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - i) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii) Invoices must be itemized based on the projects (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii) Sufficient evidence (e.g., receipts, copies of checks, time sheets) as determined by the State must be provided for all costs included in the invoice.
 - iv) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or are not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). After the disbursement requirements in Paragraph 5 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via U.S. mail or Express mail delivery of a "wet signature" invoice for costs incurred, and timely Quarterly Progress Reports as required by Paragraph 16 "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number.
- b) **Advanced Payment** – Water Code § 10551 authorizes advanced payment by the State for projects which are sponsored by a nonprofit organization; a disadvantaged community (DAC); or, the proponent of a project that benefits a DAC. If these projects are awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of 50% of the grant award; the remaining 50% of the grant award will be reimbursed in arrears. Water Code § 10551 further authorizes DWR to adopt additional requirements regarding the use of the advanced payment to ensure that the funds are used properly. Within 90 calendar days of execution of the Grant Agreement, the Grantee shall provide DWR an Advanced Payment Request. The Advanced Payment Request must contain the following:
- Documentation, signed by the Project Representative, demonstrating that each Local Project Sponsor was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not, if applicable.
 - If the Grantee or Local Project Sponsor is requesting the advanced payment, the request must also include:
 - i) Specification of those projects listed in Exhibit B for which Advanced Payment will be requested and how those projects are consistent with the adopted IRWM Plan.

- ii) A funding plan which shows by project: the budget and anticipated schedule, the amount of advanced funding requested, and how the advanced funds will be expended within 18 months of this Grant Agreement's execution. (i.e., for what, how much, and when)
- iii) A discussion of the Grantee or Local Project Sponsor's financial capacity to complete the project once the advance funds have been expended.
- If a Grantee or Local Project Sponsor is requesting advanced payment, Grantee shall also submit a single Advance Payment invoice, itemized for each qualified project, to the DWR Project Manager with signature and date (in ink) of Grantee's Project Representative, as indicated in Paragraph 22 of this Agreement. The Grantee shall be responsible for the timely distribution of the advanced funds to the individual Local Project Sponsors. Within 60 calendar days of receiving the Advanced Payment invoice and subject to the availability of funds, State will authorize payment of the advanced funds sought of 50% of the grant award for the qualified project(s).

The Advance Payment Invoice shall be submitted on forms provided by State and shall meet the following format requirements:

- i) Invoice must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
- ii) Invoice must be itemized based on the projects (i.e., tasks) specified in Exhibit B.
- iii) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). After the disbursement requirements in Paragraph 5 "Basic Conditions" (5a and 5b) only) are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Progress Reports as required by Paragraph 16 "Submission of Reports."
- On a quarterly basis, the Grantee will submit an Accountability Report to DWR that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 - i) An itemization of how advanced funds have been expended to date (Expenditure Summary), including documentation that supports the expenditures (e.g., contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the projects (i.e., tasks) specified in Exhibit B.
 - ii) A funding plan, itemized by project, which shows how the remaining advanced funds will be expended.
 - iii) Documentation that the funds were placed in a non-interest-bearing account, including the dates of deposits and withdrawals from that account.DWR Project Manager will notify Grantee, in a timely manner, when, upon review of the Expenditure Summary, the State determines that any portion or portions of the expenditures claimed are not eligible costs. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit B, the State will reject the claim and remove them from the Expenditure Summary.

Once Grantee has expended all advanced funds, then the method of payment will revert to the reimbursement process specified in Paragraph 8a) and any remaining requirements of Paragraph 5.

9. REPAYMENT OF ADVANCES. State may demand repayment from Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State and take any other action that it deems necessary to protect its interests for the following conditions:

- a) A project is not being implemented in accordance with the provisions of this Grant Agreement.
- b) Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction.

Repayment amounts may also include:

- c) Advance funds which have not been expended within 18 months of the Grant Agreement's execution by the Local Project Sponsor.
- d) Actual costs incurred are not consistent with the Exhibit A (Work Plan) activities, not supported, or are ineligible.
- e) At the completion of the project, the funds have not been expended.

For conditions 9 c) and 9 d), repayment may consist of deducting the amount from future reimbursement invoices.

State may consider Grantee's refusal to repay the requested advanced amount a substantial breach of this Grant Agreement subject to the default provisions in Paragraph 11, "Default Provisions." If State notifies Grantee of its decision to demand repayment or withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

10. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 11, the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 11, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

11. DEFAULT PROVISIONS. Grantee and any Local Project Sponsor receiving grant funding through this Grant Agreement will be in default under this Grant Agreement if any of the following occur:

- a) Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
- b) Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.
- c) Failure to operate or maintain project(s) in accordance with this Grant Agreement (Paragraph 17).
- d) Failure to make any remittance required by this Grant Agreement.
- e) Failure to comply with Labor Compliance Program requirements (Paragraph 15).
- f) Failure to submit timely progress reports.
- g) Failure to routinely invoice State.
- h) Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Grantee and shall give Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, State may do any of the following:

- Declare the funding be immediately repaid, with interest, at the California general obligation bond interest rate at the time the State notifies the Grantee of the default.
- Terminate any obligation to make future payments to Grantee.
- Terminate the Grant Agreement.
- Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

12. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:

- a) An urban water supplier that receives grant funds governed by this Grant Agreement shall maintain compliance with the Urban Water Management Planning (UWMP) Act (Water Code §10610 et seq.) and Sustainable Water Use and Demand Reduction, Part 2.55 of Division 6 (Water Code §10608 et seq.) by doing the following:
 - Have submitted their 2015 UWMP and had it deemed consistent by DWR. For more information, visit the following website:
<http://www.water.ca.gov/urbanwatermanagement>.
 - By July 1, 2016, all urban water suppliers must have submitted documentation that demonstrates they are meeting the 2015 interim GPCD target. If not meeting the interim target, also include a schedule, financing plan, and budget for achieving the gallons per capita per day (GPCD) target, as required pursuant to Water Code §10608.24. Starting June 30, 2017, those urban water suppliers that did not meet their 2015 GPCD target must also submit, by June 30, annual reports that include a schedule, financing plan, and budget for achieving the GPCD target (Water Code §10608.24).
- b) An agricultural water supplier receiving grant funding must:

- Comply with Sustainable Water Use and Demand Reduction requirements outlined in Part 2.55 (commencing with § 10608) of Division 6 of the Water Code.
 - Have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. For more information, visit the following website:
<http://www.water.ca.gov/wateruseefficiency/agricultural/agmgmt.cfm>.
- c) Grantees diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
- d) Grantee and Local Project Sponsors must demonstrate compliance with the groundwater compliance options set forth on pages 11 and 12 of the 2016 IRWM Program Guidelines, dated July 2016.
- e) Grantee and Local Project Sponsors that have been designated as monitoring entities under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain reporting compliance, as required by Water Code § 10920 and the CASGEM Program.
13. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Projects. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to State.
14. RELATIONSHIP OF PARTIES. Grantee is solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.
15. LABOR COMPLIANCE. The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>.
16. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Final Report is a requirement for the release of any funds retained for such projects.
- a) Progress Reports: Grantee shall submit progress reports quarterly to meet the State's requirement for disbursement of funds. The progress reports shall be sent via e-mail to the State's Project Manager and shall be uploaded into GRanTS at the frequency specified in Exhibit C (Schedule). The progress reports shall provide a brief description of the work performed during the reporting period including: Grantee's activities, milestones achieved,

any accomplishments, and any problems encountered in the performance of the work under this Agreement.

- b) Accountability Report: Grantee shall submit, on a quarterly basis, an Accountability Report by individual Local Project Sponsor (if applicable) that at a minimum:
- Includes an itemization of how advanced funds have been expended to date (Expenditure Summary), including documentation that supports the expenditures (e.g. contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B.
 - Includes a funding plan which shows how the remaining advanced funds will be expended.
 - Provides an accounting of distribution of the advanced funds to the appropriate Local Project Sponsor (if applicable).
 - Documents that the funds were spent on eligible reimbursable costs.
 - Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
- c) Final Report: Upon completion of the projects included in Exhibit A, Grantee shall submit to State a Final Grant Completion Report. The Final Completion Report shall be submitted within ninety (90) calendar days of completion of the projects. The Final Grant Completion Report shall include a stakeholder summary; description of involvement activities and the projects developed from those activities; discussion of findings from the needs assessment, identification of ongoing barriers, and recommendations for future activities. Retention will not be disbursed until the Final Grant Completion Report is submitted to and approved by the State.
- d) Post-Performance Reports: Grantee shall submit Post-Performance Reports, if applicable. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a construction and implementation project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 10 years after the completed project(s) begins operation.

17. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of each project, and shall ensure or cause each project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be

considered a breach of this Grant Agreement and may be treated as default under Paragraph 11, "Default Provisions."

18. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with § 10780) of Division 6 of California Water Code) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G (Requirements for Statewide Monitoring and Data Submittal), for web links and information regarding other State monitoring and data reporting requirements.
19. NOTIFICATION OF STATE. Grantee shall promptly notify State, in writing, of the following items:
- a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no change in the scope of a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change.
 - b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.
 - c) Final inspection of the completed work on a project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), in accordance with Standard Condition D.19 in Exhibit D. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
20. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- d) By delivery in person.
 - e) By certified U.S. mail, return receipt requested, postage prepaid.
 - f) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - g) By electronic means.
- Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses set forth in Paragraph 22. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
21. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

22. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources
Arthur Hinojosa
Chief, Division of IRWM
P.O. Box 942836
Sacramento CA 94236-0001
(916) 653-4736
Arthur.Hinojosa@water.ca.gov

Regional Water Management Foundation
Tim Carson
Program Director
7807 Sequel Drive
Aptos, CA 95003
(831) 662-2050
tcarson@cfsc.org

Direct all inquiries to the Project Manager:

Department of Water Resources
Cory Saltsman
Division of IRWM
P.O. Box 942836
Sacramento, CA 94236-0001
(916) 651-9665
Cory.Saltsman@water.ca.gov

Regional Water Management Foundation
Tim Carson
Program Director
7807 Sequel Drive
Aptos, CA 95003
(831) 662-2050
tcarson@cfsc.org

Either party may change its Project Representative or Project Manager upon written notice to the other party.


23. STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

- Exhibit A – Work Plan
- Exhibit B – Budget
- Exhibit C – Schedule
- Exhibit D – Standard Conditions
- Exhibit E – Authorizing Resolution
- Exhibit F – Report Formats and Requirements
- Exhibit G – Requirements for Statewide Monitoring and Data Submittal
- Exhibit H – State Audit Document Requirements for Grantees


IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Regional Water Management Foundation



Arthur Hinojosa, P.E., Chief
Division of Integrated Regional Water
Management

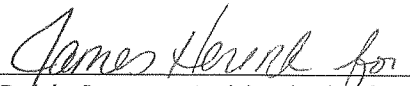


Tim Carson, Program Director

Date 2/13/18

Date 2/6/2018

Approved as to Legal Form and Sufficiency



Robin Brewer, Assistant Chief Counsel
Office of Chief Counsel

Date 2-12-18

EXHIBIT A

WORK PLAN

This Work Plan describes the work to be performed (including deliverables) by The Regional Water Management Foundation ("Grantee") on behalf of the Central Coast Funding Area (CCFA) for the Proposition 1 Integrated Regional Water Management (IRWM) Disadvantaged Community (DAC) Involvement Grant Program.

The associated general budget and schedule for this work are presented in Exhibits B and C, respectively. Within 30 days of the execution of the Grant Agreement with DWR, to assist DWR in tracking the work and reviewing and processing invoices, the Grantee will submit to DWR a detailed budget and graphical schedule for each project described herein.

Representatives from the six IRWM regions in the CCFA collaborated to jointly develop the projects listed below. The representatives coordinated with their respective regional water management groups and IRWM planning processes to inform this work. The projects tie to each region, they are informed by years of prior work and planning in the respective IRWM regions, and collectively address the water management needs in the funding area. The projects aim to achieve the intended purposes of the DAC Involvement Program by working collaboratively to involve DACs in planning efforts, improving the understanding of the water management needs of DACs, and developing strategies and solutions that appropriately address the identified DAC water management needs.

Project 1: Administration

The Regional Water Management Water Management Foundation (RWMF) will administer the grant acting in coordination with the designated CCFA project representatives. The RWMF will serve as the central hub for grant reporting and the administrative point of contact for DWR and the participating CCFA entities responsible for implementing the projects described herein.

Administrative duties will include: negotiation, development and execution of the grant agreement with DWR and the sub-grantee agreements between the RWMF and the respective IRWM regional entity or the local project sponsor, as applicable; managing contracts; disseminating grant compliance information; obtaining and submitting evidence of compliance with the grant conditions to DWR; soliciting quarterly progress reports and invoices from CCFA regional representatives for review, compilation and submittal to DWR; tracking grant budget and payments; coordinating payment of grant reimbursements to local project sponsors; participating in meetings and/or conference calls with CCFA representatives and DAC Involvement IRWM funding area representatives to exchange information; liaising with DWR, CCFA participants, and consultants; compiling content from CCFA regional representatives for inclusion in the final report; organizing project financial and report records for audit purposes; and, as applicable, coordinating agreement amendments with DWR and sub-grantee amendments.

Deliverables

- Quarterly progress reports
- Invoices with supporting documentation
- Final Report, including a Funding Area-wide Needs Assessment as specified in Appendix A of the DAC Involvement RFP

Project 2: Needs Assessments

Needs assessments will be conducted in all six IRWM Regions. The outcome will be a needs assessment document completed for the CCFA. The needs assessments will provide a better understanding of water management needs in the CCFA and help direct resources and funding.

Task 1 – Needs Assessment for Santa Cruz Region: The Santa Cruz IRWM Region will build upon prior efforts and utilize newly available data to document and further characterize the water management needs of DACs, EDAs and, where identified, underrepresented communities. Using DWR's DAC mapping tool, related prior mapping efforts, and other applicable data the Region will identify, validate, catalog, and map DACs. This will include compiling existing information and collecting new information to characterize and assess the needs consistent with DWR's July 2016 DAC Request for Proposals. This task will also involve outreach and engagement activities which will be both informed by, and well as, informing further assessment, which will result in identifying and prioritizing project development activities.

Task 2 – Needs Assessment for Pajaro River Watershed Region: Consultant(s) will conduct needs assessments, consistent with DWR's requirements, as well as comprehensive Technical, Managerial and Financial (TMF) capacity assessments throughout the Pajaro Region. The work will focus on the drinking water and wastewater needs of rural and unincorporated areas that meet the DAC definition, including community water systems, wastewater systems, farmworker housing, schools that provide their own drinking water, and rural communities with a high density of contaminated private wells. In addition to completing DWR's required needs assessment table, consultant(s) will gather more detailed information on technical, managerial, and financial capacities.

Task 3 – Needs Assessment for Greater Monterey County Region: Consultant(s) will incorporate the needs assessment information that was identified in the Salinas Valley Pilot Project into the spreadsheet provided by DWR, and will update that information based on annual ACS data. Consultant(s) will continue work to broaden the community assessment effort by conducting water quality testing, preliminary income surveys, and preliminary assessment of problems and potential solutions for communities not identified in the current Salinas Valley DAC Pilot project.

Task 4 – Needs Assessment for Monterey Peninsula Region: Consultant(s) will conduct needs assessments throughout the Monterey Peninsula Region to determine the current TMF capacities of local DACs and recommend improvements.

Task 5 – Needs Assessment for San Luis Obispo Region: A comprehensive needs assessment of DACs will be conducted in the San Luis Obispo County IRWM Region. The needs assessment will include an evaluation of TMF capacity; recommendations such as strategies for further outreach, education and engagement activities; capacity building programs; funding opportunities and financial assistance programs; and project planning and implementation guidance.

Task 6 – Needs Assessment for Santa Barbara Region: The Santa Barbara IRWM Region has conducted an extensive outreach and engagement program and has identified several DACs in the Region, with the most underserved communities being the City of Guadalupe and the residents of the Cuyama Valley. A needs assessment will be conducted by the University of California Santa Barbara (UCSB) to identify other "hidden" DACs and/or SDACs as well as under-represented communities and EDAs within the larger isolated geographic area of the Cuyama Valley.

Deliverables

- Needs Assessment summary for CCFA
- Copy of reports/outreach materials
- Needs Assessment template table for CCFA

Project 3: Educational Activities

Education of DACs and of water managers alike will occur generally throughout the CCFA as a result of DAC Involvement activities. The educational activities described in the tasks below will help community members understand and respond to water management needs in the respective IRWM regions. A focused educational effort will be specifically undertaken by the following IRWM Regions:

Task 1 – Educational Activities for Pajaro River Watershed Region: Consultant(s) will conduct education activities that include developing community outreach and education materials, well testing education, and septic system operation and maintenance training.

Deliverables

- Copy of Educational Activity materials

Task 2 – Educational Activities for Greater Monterey County Region: Consultant(s) will conduct up to three leadership training courses based on Water Justice Leadership curriculum developed with support from the California Environmental Protection Agency's Environmental Justice Small Grants Program and piloted in three Salinas Valley communities in 2015 and 2016 and any additional training topics, as highlighted by community partners. The leadership training courses will target community partners in areas currently advancing to project readiness through the Salinas Valley DAC Drinking Water and Wastewater Pilot Project.

Deliverables

- Copies of materials from up to three Water Leadership courses
-

Project 4: Community Outreach

Outreach to DACs will occur generally throughout the CCFA as part of the Needs Assessment project (Project 2) as well as other DAC Involvement activities. General information sharing and outreach will involve community members to increase interest in, awareness of, and demand for long-term water solutions in DACs throughout the CCFA. Agencies will be engaged to ensure appropriate data dissemination, coordination, and appropriate buy-in for recommended solutions. A focused educational effort will be specifically undertaken by the following IRWM Regions:

Task 1 – Community Outreach for Santa Cruz Region: This task will be informed by the Needs Assessment (Project 2) and will involve developing a targeted DAC outreach plan, conducting outreach meetings on water management and water resource related issues facing the region and specific DACs and potential near-term and long-term solutions.

Deliverables

- Memorandum presenting community outreach and engagement approach
- Community outreach meeting materials
- A document summarizing outreach results

Task 2 – Community Outreach for Greater Monterey County Region: The Greater Monterey County Region will pursue several levels of outreach beginning with general community information sharing to increase awareness and determine interest in potential water projects. In addition, agencies will be engaged to ensure they are part of the solutions. Consultant(s) will then develop a multi-pronged community engagement plan and outreach strategy to reach all residents and owners in the geographic area of several high priority communities identified for project development. Example activities in the community engagement will include:

- Conduct leadership trainings, environmental health education awareness, and other capacity building activities to increase interest and demand in long-term water solutions and ability to advance them
- Determine community boundaries
- Assist residents in understanding financial, legal, and engineering aspects of proposed projects
- Facilitate community-driven processes to determine long-term solutions for water and wastewater supplies
- Collect community information needed for project development, engineering and project implementation
- Develop educational materials to make technical information accessible for community members.

Deliverables

- Copies of up to four high priority community specific engagement plans
- A document summarizing outreach results
- Copies of outreach materials
- Agency Plan of Action

Task 3 – Outreach Activities for Monterey Peninsula Region: Community outreach activities will involve direct outreach to the City of Seaside DAC community with the desired outcome of increasing participation in the Monterey Peninsula Water Management District (MPWMD) conservation programs and IRWM Planning. Outreach activities will include education and outreach to DAC property owners and managers to obtain participation in an appliance retrofit program. Outreach and education will continue with DAC residents through the site assessments of DAC properties and appliance retrofit. Participation will result in engaging City of Sea Side community members through this new retrofit program conducted by the MPWMD to help DAC awareness of existing water resource issues, need for conservation, and cost saving opportunities.

Deliverables

- Community outreach materials
- Site assessments document(s)
- Implementation data document(s)

Task 4 – Community Outreach for Santa Barbara Region: The Cuyama Community Services District (CCSD) currently has very limited means to inform and educate the community regarding issues facing the District and the overall Cuyama Valley. The CCSD will work with the Cuyama Joint Unified School District to provide education about the IRWM, water supply and water use, water quality, water conservation, and other water resource issues. The CCSD will produce and disseminate a bilingual printed Annual Report to ratepayers and to the public at large regarding CCSD activities. The CCSD will initiate an annual Town Hall forum to be held in conjunction with the Cuyama Valley Community Association. The CCSD will use the Town Hall meeting to review all aspects of the CCSD Annual Report with ratepayers, and will provide information about the IRWM program. Additionally, as needed, the CCSD will hold Town Hall meetings to present information to the public, for example, on how to conserve water during a drought. The CCSD will also initiate regular public communication via a professionally produced bilingual website that will be updated quarterly and a bilingual email newsletter. Increased access to information through the website, public meetings, and Annual Report is expected to increase the understanding of and participation in IRWM activities.

Deliverables

- Two Cuyama Community Services District (CCSD) Annual Reports
-

Project 5: IRWM Engagement Efforts

Two of the Regions will support existing DAC engagement efforts in the IRWM process as follows:

Task 1 – IRWM Engagement Efforts for Greater Monterey County Region: A DAC Regional Engagement Coordinator will be hired to oversee and manage all activities for the Greater Monterey County Region. The DAC Regional Engagement Coordinator will interface with DACs to best understand the needs and issues based on outcomes of the Salinas Valley DAC Drinking Water and Wastewater Pilot project, will act as liaison with the RWMG and RWMF, and will provide oversight and direction to consultant(s), and other subcontractors to facilitate communication, and ensure all work is performed on schedule and as stipulated in the contract.

Consultant(s) will participate in person in monthly RWMG meetings. The consultant(s) will meet with individual RWMG members to explore overlapping interests and possible joint projects, and will educate RWMG members about the DAC work being done. In addition, the consultant(s) will participate in RWMG subgroups, technical advisory committees, and other opportunities to represent DAC interests.

Deliverables

- Documentation of monthly RWMG meetings
- Report of outcomes based on individual meetings with each RWMG member organization that does not represent DACs
- Two new proposals submitted for ranking in the IRWM plan

Task 2 – IRWM Engagement Efforts for Santa Barbara Region: The Cuyama Valley and the CCSD are located in an isolated area of northeastern Santa Barbara County. While the RWMG does conduct regular meetings and regular visits to Cuyama Valley, more coordination is needed to actively engage participants from the CCSD and the Cuyama Valley. Increased access to the IRWM process will help the CCSD board and management make more informed decisions, as well as help the board and staff prioritize and plan for better representation and participation in IRWM efforts and within the newly formed Groundwater Sustainability Agency, which will be mutually reinforcing.

Deliverables

- Documentation of Cuyama Valley residents and Cuyama Community Services District participation in IRWM and GSA meetings
-

Project 6: Technical Assistance

Technical assistance includes providing TMF assistance to DACs so that the communities are better able to support local decision making, participation in IRWM planning and implementation, and project development and implementation. This work will help identify solutions that create long-term reliability, while optimizing the ongoing operation and maintenance and management costs for small water and wastewater systems. Technical assistance will be targeted in three IRWM regions:

Task 1 – Technical Assistance for Pajaro River Watershed Region: Based on the needs and TMF capacity assessments conducted as part of Project 2, Consultant(s) will provide technical assistance to help build managerial capacity and develop policies and procedures for DACs in the Pajaro IRWM Region. Technical assistance will include hands-on training and providing access to local resources, as needed. Consultant(s) will also provide operations and maintenance training for small drinking water and wastewater systems.

Deliverables

- Training materials and feasibility studies for capital improvement projects

Task 2 – Technical Assistance for Greater Monterey County Region: Consultant(s) will be part of a technical team that will provide general technical assistance to DACs as needed and as resources are available.

Deliverables

- Training materials and technical assistance reports

Task 3 – Technical Assistance for Monterey Peninsula Region: Based on the needs and TMF capacity assessments conducted in Project 2, consultant(s) will provide training and technical assistance to help DACs improve their drinking water quality and wastewater treatment, understand how to properly manage and operate their water systems, and be better positioned for funding. Consultant(s) will offer community-wide trainings and one-on-one assistance as determined in cooperation with the Monterey Peninsula Water Management District. In addition, the consultant(s) will identify potential stakeholders and facilitate conversations among utilities to evaluate the feasibility of collaboration, consolidation, and contractual or mutual aid agreements for capital improvement projects. The consultant(s) will conduct community outreach, education, engagement, and capacity development to support capital project development as appropriate. A consultant(s) will facilitate discussions with regulatory agencies and funding agencies to support development of projects.

Deliverables

- Training materials and technical assistance reports
-

Project 7: Site Assessments

Site assessments include conducting median household income (MHI) surveys, drinking water and septic system assessments, and mapping areas of concern or DAC project boundaries. The outcomes of the site assessments are improved knowledge of water management needs, as well as constraints and opportunities for addressing the needs.

Task 1 – Site Assessment for Pajaro River Watershed: Consultant(s) will conduct MHI surveys for a minimum of three small communities in the Pajaro River Watershed IRWM Region.

Deliverables

- Three completed MHI surveys

Task 2 – Site Assessments for Greater Monterey County Region: Consultant(s) will conduct MHI surveys for a minimum of four very small communities in the Greater Monterey IRWM Region. Consultant(s) will be responsible for conducting other site assessments that may include private well testing or septic system evaluations to determine if a DAC has a problem and to map areas of concern or probable DAC project boundaries, as opposed to surveying for engineering.

Deliverables

- Four MHI surveys completed and
 - Up to four site assessment reports
-

Project 8: Project Development and Construction Activities

IRWM planning and DAC engagement efforts previously conducted throughout the Central Coast have identified existing needs in each of the IRWM regions that can be addressed through these tasks. These include project development activities, such as planning, environmental compliance, pre-construction engineering/design activities to support and prepare for future implementation and construction projects to meet DAC needs. The activities also include construction activities to address previously identified and near-term needs.

Task 1 – Project Development Activities for Santa Cruz Region: The Santa Cruz Region will conduct project development activities to support two identified projects as well as the additional prioritized project(s) that are an outcome of the Needs Assessment (Project 2). The tasks include the following:

Task 1.1: Middle Struve Slough Water Quality and Habitat Improvement Project: This collaborative effort of the City of Watsonville and Watsonville Wetlands Watch will result in construction-ready designs and associated environmental review documents for high quality stormwater treatment features to improve wetland health, surface water quality, and habitat within the Struve Slough watershed. Additional benefits of the project will include improved public access to existing and planned high foot traffic areas of the City's recreational trail network alongside the Sloughs. Project-related bilingual (Spanish) outreach and education will occur. Bilingual interpretive and educational materials about pollution prevention, stormwater, and healthy water resources will be developed.

Deliverables

- A memo summarizing (2) pre-project community outreach events (sites walks) on project design and further outreach efforts
- Development of a bilingual interpretive materials plan for public outreach during and post-construction
- A resource assessment and conceptual design plan
- 30% designs for construction projects
- 100% design level grading plans to support project implementation and habitat enhancement and vegetation management designs
- Project permit matrix for all projects which will require permits; draft permit-related biological information (e.g., DFW 1600 agreement)

Task 1.2: North Boulder Creek Fire Flow Master Plan: This Plan is necessary to address a critical water supply need in DACs served by a public water supply system. This Plan will inform future water system infrastructure upgrades necessary to provide adequate water supply pressure to maintain fire protection flows. Residents located in northern Boulder Creek and areas to the north served by the San Lorenzo Valley Water District (District) are supplied by aging 2-inch pipelines that are significantly undersized for appropriate fire protection flows. The Plan includes conducting flow modeling of the water system to determine the appropriately sized pipelines, appurtenances, and system infrastructure to meet fire protection flow requirements. Upon completion of the model simulations, the District can prioritize pipeline replacements of appropriate diameter and location and related improvements. This Plan and related effort will be conducted by District personnel and consultant(s). The generation of this Plan will include an educational and public outreach component to the affected DACs and the areas served.

Deliverables

- North Boulder Creek Fire Flow Master Plan

Task 2 – Project Development Activities for Pajaro River Watershed Region: Pajaro Sunny Mesa Community Services District (PSMCSD) Water Supply Storage Tank: PSMCSD is constructing a new 600,000-gallon water supply storage tank. The planning, design, and construction is funded through a \$1,770,000 Proposition 84 Round 2 IRWM Implementation Grant No. 4600010588. After soliciting construction bids, PSMCSD identified a budget shortfall. This project will be utilized to satisfy the funding shortfall.

Project activities will include project administration, planning and design, and construction. Project administration involves oversight of project budgets, schedules, and reporting. Planning and design involves compliance with environmental documents and permits and revisions to the design

documents, as needed. Construction involves contracting, construction administration, and the following construction activities:

- Mobilize and prepare site. This work will include mobilization of equipment and machinery and establishing laydown areas. In addition, site preparation work may include clearing, grubbing, fencing and grading.
- Site excavation will be performed to accommodate the new water tank.
- Wick drains (or other soil stabilization techniques) will be installed in order to stabilize the tank when it is erected and filled.
- Erect and Paint Tank. Moreover, this will include construction of the tank foundation, erection of the tank, coating the tank and disinfection and testing of the tank.
- Install and connect piping from existing well and tank to the new tank. Then install and connect piping from the new tank to the existing booster pumps.
- Connect controls to interlock the new tank into the existing control system.
- Construct a new access road with drainage improvements.
- Disinfect and test newly installed equipment.

Deliverables

- Permits and CEQA documents
- Revised Plans and Specifications
- Notice to Proceed
- Photo documentation
- Notice of Completion
- Certification of registered professional

Task 3 – Project Development Activities for Greater Monterey County Region: Project development activities are intended to move high priority projects identified through the Salinas Valley Drinking Water and Wastewater Pilot Project closer to successful funding applications and implementation. Additional drinking water and/or wastewater projects may be added to the high priority project list if they address an immediate public/environmental health threat in a disadvantaged community. Projects are expected to include a combination of the following: repair or replacement of drinking water and wastewater infrastructure, consolidation of community water systems with municipal or private water purveyors and planning and design in support of infrastructure for regionalization.

Consultant(s) will be responsible for all project development, design, permitting, and environmental documentation associated with this task. The Scope of Work includes development of two projects to 30% design completion and two others to application readiness in terms of design and environmental documentation. Of the six high priority projects evaluated in the Salinas Valley DAC Pilot Project, Middlefield Road will be ready for DAC Involvement work in early 2018. EJCW is already moving forward with Apple Avenue via the Proposition 1 Technical Assistance (TA) funding and has been approved to submit a TA workplan for Walnut Avenue. Work includes project planning and technical assistance as needed, including project feasibility determinations, preliminary design concepts and environmental compliance evaluations, and other technical assistance coordinated during planning activities.

Deliverables

- Two projects to 30% design completion and two projects to funding application readiness in terms of design and environmental documentation.

Task 4 – Project Construction Activities for Monterey Peninsula Region: The DAC population comprises 27% of the City of Monterey population residing in the watershed that will benefit from the storm

water project. This project will install a new storm drain pipe in Franklin Street to intercept and redirect drainage that currently discharges into the Lighthouse Tunnel Pump Station and then into Monterey Bay without treatment. The storm drain is designed to intercept runoff in the downtown area that is susceptible to flooding. This neighborhood is one of the main employment locations for the disadvantaged community. With flooding, there is not only the high risk of washing off pollutants that can be harmful to the environment, but in this case, can affect the businesses in the area which in term would affect the work force. Drainage will be redirected to Lake El Estero which has assimilative capacity and will be used as reclamation source water.

A portion of the project funds will be devoted to educational activities regarding the project benefits within the DAC. Public outreach will include flyers about the project for public distribution and project posters to be located at the Monterey Sports Center, which is located directly adjacent to the project, that will describe through the use of images and text the purpose for the project and the benefits of the project.

The project is only partially funded by this grant. However, the entire project will be reported on in the quarterly reports. This grant will fund the following project activities:

- Public outreach activities documents
- Installation of new Reinforced Concrete Pipe (RCP) storm drain pipe and associated fittings
- Install approximately 340 linear feet of 36" RCP

Deliverables

- | | |
|--|--|
| <input type="checkbox"/> CEQA determination | <input type="checkbox"/> Certification of registered professional |
| <input type="checkbox"/> Flyers | <input type="checkbox"/> Proof of signage or any other acknowledgement |
| <input type="checkbox"/> Photos of deployed outreach posters | |
| <input type="checkbox"/> Photos of construction activities | |

Task 5 – Project Development Activities for San Luis Obispo Region: Five project development activities are proposed to prepare water agencies that serve DACs within the San Luis Obispo County IRWM Region for future implementation projects. These include:

- Oceano Community Services District Water Resource Reliability Program Phase 2
- City of Grover Beach Turnout Pump Station Design and Water Master Plan Update
- City of San Luis Obispo Water Resource Recovery Facility Project Value Engineering at 60% Design
- San Simeon Community Services District Reservoir Expansion Project and Water Master Plan Update
- San Miguel Community Services District Wastewater Plan Update and Recharge Basin Study

Each project development activity supports the top priorities projects and/or studies identified by the water agencies that serve DACs. These project development activities benefit the disadvantaged communities and economically distressed areas by providing planning necessary for future implementation of important water projects for the public water systems that serve each community.

Task 5.1: Oceano Community Services District Water Resource Reliability Program Phase 2: The proposed project development activities will include design, environmental compliance, and other technical assistance directly in support of the Oceano Community Services District (OCSD) Water Resource Reliability Program (WRRP) including community outreach and education. The WRRP Phase 1 includes the following three components: 1) Feasibility Study Project for Recycled Water Injection Wells, 2) Feasibility Study for Low Impact Development, 3) Feasibility Study for Leak Detection and Management. This phase is currently being undertaken. The WRRP Phase 2 includes preconstruction activities, including design, environmental compliance, other technical assistance, and additional community outreach and education. The future WRRP Phase 3 will involve project construction.

This project will implement Phase 2. Prioritized projects identified as part of the preliminary feasibility evaluations under the prior WRRP Phase 1 planning activities will be developed into "shovel-ready" status.

Deliverable

- Oceano CSD Water Resource Reliability Program Phase 2 Project Design & Planning Submittal

Task 5.2: City of Grover Beach Turnout Pump Station Design and Water Master Plan Update: In addition to the turnout improvements, significant changes have occurred because of the drought that were unforeseen when the last Water Master Plan was developed in 2006. Reductions in water demand have reduced revenues and that pattern may continue. Development projects, shifting demand patterns and significant street improvements program using Community Block Grant funding are necessitating an update of the Water Master Plan. The update will include analyzing the most economically viable water system improvements options for development of sustainable water resources projects. The Water Master Plan update will allow Grover Beach to appropriately plan for existing deficiencies and future growth and to identify key implementation projects.

Deliverables

- Grover Beach Turnout Pump Station Design Submittal
- Grover Beach Water Master Plan Update Document

Task 5.3: City of San Luis Obispo Water Resource Recovery Facility Project Value Engineering at 60% Design: The City of San Luis Obispo, along with program managers, and consultant(s) are working together to complete a 7-year, \$140 million program to upgrade the City's Water Resource Recovery Facility (WRRF) by 2021. The WRRF currently produces and distributes recycled water throughout the City to help offset potable water demand. To help the City meet their water diversity and reliability needs, the WRRF Project is also being designed with potable reuse in mind to position the City to provide another source of water to the community. The WRRF Project is scheduled to begin construction in 2018, and studies are underway to maximize the use of this recycled water resource. This project will perform Value Engineering (VE) at 60% Design for the WRRF Project, and will include coordinating and conducting a VE Workshop at 60% Design of the WRRF Project. A VE Report will be prepared at the end of the VE Workshop.

Deliverable

- San Luis Obispo Water Resource Recovery Facility Project VE at 60% Design Report

Task 5.4: San Simeon Community Services District Reservoir Expansion Project and Water Master Plan Update: This project entails the design, environmental determination, and permitting for a reservoir expansion project and update of the Water Master Plan for the San Simeon Community Services District. The District is proposing to expand the existing 150,000-gallon reservoir to provide regulatory, emergency and fire storage. The San Luis Obispo County Fire Marshall stated that a total of 450,000 gallons would be needed to comply with current fire flow safety regulations, and 100,000 gallons for emergency. The recommended total storage is 600,000 gallons. Design, environmental determination, and permitting activities will be required to establish costs for the reservoir expansion project including any other determining factors that would assist in fire flow improvement. In addition to providing 100% design documents, this activity includes modeling of the system to analyze maximum day demand and fire scenarios. An update to the SSCSD's water, wastewater and recycled water master plan will also be conducted to better identify the disadvantaged community's critical water needs.

Deliverables

- San Simeon CSD Reservoir Expansion 100% Design Submittal
- San Simeon CSD Water Master Plan Update Document

Task 5.5: San Miguel Community Services District Wastewater Plan Update and Recharge Basin Study: San Miguel Community Services District (SMCSD) proposes to conduct a wastewater plant upgrade study. A loading study concluded that the existing facilities are nearing the legal limit of certain contaminants. A wastewater plant upgrade study would address these concerns so the district could adequately prepare for a wastewater expansion project. Additionally, a study for the feasibility of groundwater recharge basins and reclamation is proposed within the SMCSD boundaries. Since SMCSD lacks a supplemental source, the water needs for this DAC depend highly on the health of the immediate groundwater basin. The study would determine the locations for future groundwater recharge basins and injection wells with the intent to provide a supplemental source that is economically affordable.

Deliverables

- San Miguel CSD Wastewater Plan Update Study
- San Miguel CSD Recharge Basin Study

Project 9: Project Development Activities for the Santa Barbara Region

Task 1 – Cuyama and New Cuyama Facilities Optimization Master Plan & Cuyama Hydrogeologic Study

Task 1.1: Cuyama and New Cuyama Facilities Optimization Master Plan: The Cuyama Community Services District (CCSD) proposes to prepare a Facilities Optimization Master Plan that will assess the current water and wastewater facilities and systems, and will provide a comprehensive evaluation of the programs, infrastructure processes, resiliency plan, and procedures that are required to meet CCSD's mission of providing safe and reliable drinking water and reliable and cost efficient wastewater treatment and services to its ratepayers. The Plan will include a section of recommendations for facilities' efficiency, resiliency, increase cost efficacy, new infrastructure and systems' optimization over a 10-year planning horizon. Another outcome of the Plan is to prepare thorough and easily comprehensible operational manuals for the water and wastewater facilities so that any operator will be able to competently operate the facilities. The generation of this Plan would also include an educational and public outreach component, and public workshops. This Plan will assist the CCSD in identifying and prioritizing project development activities for future implementation and construction.

Deliverables

- Final CCSD Facilities Master Plan, Resiliency Plan and Operating Manuals

Task 1. 2: Cuyama Hydrogeologic Study: The Cuyama Community Services District (CCSD) proposes to develop a Hydrogeologic Study including review of existing data, analysis of groundwater level monitoring, and recommendations for potential test well locations. The study will use a watershed modeling tool adapted from the existing USGS model to evaluate the potential influences of local and regional groundwater production on the CCSD wells over 5, 10, and 20 year planning scenarios. These scenarios can be used to inform the Facilities Optimization Master Plan development. This watershed modeling tool will be a long-term resource that the CCSD can use to run future management scenarios including climate change and groundwater management plan pumping scenarios. *The generation of this study would also include an educational and public outreach component, and public workshops.*

Deliverables

- Final Cuyama Hydrogeologic Study Report

Task 2 – City of Guadalupe Water Distribution, Sewer Collection, and Wastewater Treatment System

Improvements: This Task includes improvements to the City's water distribution, sewer collection, and wastewater treatment system to prepare for future implementation and construction funding, as follows:

Water Distribution Improvements: As part of the 2014 Water Master Plan update, the City of Guadalupe performed a review of the water distribution system, and its ability to provide sufficient Operational, Emergency, and Fire service to the community under existing and future conditions. The review included the development and evaluation of a hydraulic model of the City's distribution system. The fire flow assessment indicated that the distribution system is unable to provide the minimum required flow and residual pressure to schools and industrial zones as set forth by the City Fire Chief. This project would implement the water distribution system upgrades recommended to meet fire flow requirements under existing and future conditions.

Sewer Collection System Improvements: As part of the 2014 Wastewater Collection and Treatment Master Plan, the City performed a review of the sewer collection and wastewater treatment system, and its ability to serve the City under existing and future conditions. The review included the development and evaluation of a hydraulic model of the City's collection system, along with a comprehensive review of the City's wastewater treatment plant capacity and operations. The assessment indicated that the collection and treatment systems have significant deficiencies under existing and future conditions, and recommended various upgrades to address the deficiencies.

Wastewater Treatment System Improvements: In 2012, the City completed wastewater treatment plant improvements to improve effluent quality and meet permit requirements. The project was the first phase of a larger improvement plan recommended to meet permit conditions and improve operability over a 30-year design life. The project scope was reduced to meet available grant funding while performing the minimal improvements necessary to ensure compliance with the existing Waste Discharge Requirements. This project would implement the additional improvements needing, including replacement and/or refurbishment of facilities located at the influent pump station, as well as grit removal system, effluent distribution ditch, irrigation pump station, effluent storage ponds, and spray fields.

The tasks associated with the proposed water distribution, sewer collection, and wastewater treatment system improvements include:

- **Geotechnical Investigations:** A Certified Geotechnical Engineer will perform a detailed geotechnical investigation at the project sites to explore subsurface conditions. Field investigations will be performed to collect pertinent data and information, which will be analyzed to develop geotechnical engineering recommendations for the final design. The field and laboratory data will be reviewed by a Registered Geotechnical Engineer, and evaluated with respect to development of geotechnical criteria for the proposed projects.
- **Survey/Right-of-Way:** A topographic and boundary survey will be performed to prepare a map within the project limits.
- **Preliminary Design Report:** The Preliminary Design Report (PDR) will be performed. The PDR will describe recommended design features and assessments such as flows, redundancy, materials selection, and operation and maintenance. A hydraulic analysis will be performed to evaluate fire flows and residual pressure. The PDR will include an assessment of permitting, construction sequencing, anticipated design and construction schedule, and temporary facilities. A construction cost opinion will be provided, along with identification of long lead items.
- **Plans, Specifications, and Estimates:** The City's consultant will prepare construction plans and technical specifications for public bid. Plans will be prepared in AutoCad format, and technical specifications will be prepared in CSI format.

Deliverables

- City of Guadalupe Water Distribution Improvements Geotechnical Investigation,
- City of Guadalupe Water Distribution Improvements Right of Way Map,
- City of Guadalupe Water Distribution Improvements Preliminary Design Report
- City of Guadalupe Water Distribution Improvements Final Plans and Specifications
- Sewer collection Geotechnical Investigation
- Sewer collection Right of Way Map
- Sewer collection Preliminary Design Report
- Sewer collection Final Plans and Specifications
- Wastewater treatment system Geotechnical Investigation,
- Wastewater treatment system Right of Way Map,
- Wastewater treatment system Preliminary Design Report,
- Wastewater treatment system Final Plans and Specifications.

EXHIBIT B
BUDGET

PROJECT	DESCRIPTION	GRANT AMOUNT
1	Administration	\$244,010
2	Needs Assessments	\$545,363
3	Educational Activities	\$62,003
4	Community Outreach	\$378,180
5	IRWM Engagement Efforts	\$178,499
6	Technical Assistance	\$130,934
7	Site Assessments	\$39,851
8	Project Development and Construction Activities	\$2,040,875
9	Project Development Activities for the Santa Barbara Region	\$680,285
Total Amount:		\$4,300,000

EXHIBIT D
STANDARD CONDITIONS

- D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**
- a) **Separate Accounting of Funding Disbursements and Records:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
 - b) **Fiscal Management Systems and Accounting Standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant Agreement.
 - c) **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law and be placed in a non-interest bearing account.
 - d) **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.
- D.2) ACKNOWLEDGEMENT OF CREDIT:** Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Projects or using any data and/or information developed under this Grant Agreement. During construction of each project, Grantee shall install a sign at a prominent location, which shall include a statement that the project is financed under Water Quality, Supply and Infrastructure Improvement Act of 2014, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.
- D.3) AIR OR WATER POLLUTION VIOLATION:** Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to §13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
- D.4) AMENDMENT:** This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.

- D.5) AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.6) APPROVAL:** This Agreement is of no force or effect until signed by all parties to the agreement. Grantee may not submit invoices or receive payment until all required signatures have been obtained.
- D.7) AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of Projects, with the costs of such audit borne by State. After completion of the Projects, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 11 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code §8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three years after final payment under this Grant Agreement with respect to all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.

- D.8) BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for the Proposition 1 Implementation Grant Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.9) CALIFORNIA CONSERVATION CORPS:** As required in Water Code §79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Exhibit A, Work Plan, and shall use the services of one of these organizations whenever feasible.
- D.10) CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:

Environmental Information: <http://resources.ca.gov/ceqa/>

California State Clearinghouse Handbook:

https://www.opr.ca.gov/docs/SCH_Handbook_2012.pdf

- D.11) CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code §7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with §5200) of Part 5 of Division 9 of the Family Code; and
 - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.12) CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the State's Project Manager, within thirty (30) calendar days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.13) COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- D.14) COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.15) CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, §1090 and Public Contract Code, §10410 and §10411, for State conflict of interest requirements.
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

- c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code §87100 *et seq.*
- d) Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

- D.16) DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.17) DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.18) DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code §8355(a)(1).
 - b) Establish a Drug-Free Awareness Program, as required by Government Code §8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i) The dangers of drug abuse in the workplace,
 - ii) Grantee's policy of maintaining a drug-free workplace,
 - iii) Any available counseling, rehabilitation, and employee assistance programs, and
 - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - c) Provide, as required by Government Code §8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i) Will receive a copy of Grantee's drug-free policy statement, and
 - ii) Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.
- D.19) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by the appropriate registered professional (California Registered Civil Engineer or Geologist) that the Project has

been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

- D.20) GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D.21) GRANTEE NAME CHANGE:** Approval of the State's Program Manager is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- D.22) GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.23) INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Projects and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.
- D.24) INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.25) INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.26) INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.
- D.27) INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the DWR Project Manager within thirty (30) calendar days of

Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.

D.28) NONDISCRIMINATION: During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

D.29) NO DISCRIMINATION AGAINST DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies by signing this Grant Agreement, under penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code § 10295.3.

D.30) OPINIONS AND DETERMINATIONS: Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

D.31) PERFORMANCE AND ASSURANCES: Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A (Work Plan) and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.

D.32) PRIORITY HIRING CONSIDERATIONS: If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code § 11200 in accordance with Public Contract Code § 10353.

D.33) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Projects, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of

State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.34) REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.35) RETENTION:** Notwithstanding any other provision of this Grant Agreement, State may, for each project, withhold five percent (5.0%) of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 16, "Submissions of Reports", except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Final Report" is submitted to and approved by State. State shall disburse retained funds to the Grantee.
- D.36) RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act., Government Code §6250 *et seq.* Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.37) SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.38) STATE REVIEWS:** The parties agree that review or approval of project applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the projects.
- D.39) SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
- a) Grantee, its contractors, or subcontractors have made a false certification, or
 - b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40) SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.41) TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing

so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.42) TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 10, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 11.
- D.43) TERMINATION WITHOUT CAUSE:** The State may terminate this Grant Agreement without cause on 30 calendar days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44) THIRD PARTY BENEFICIARIES:** The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45) TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.46) TRAVEL:** Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Agreement. Travel and per diem expenses to be reimbursed under this Agreement shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations and shall be reimbursed consistent with the rates current at the time of travel. These rates are published at: <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>, or its successor website. For the purpose of computing such expenses, Grantee's designated headquarters shall be: 7807 Soquel Drive, Aptos, CA 95003. No travel outside the Central Coast Funding Area shall be reimbursed unless prior written authorization is obtained from the State's Project Manager.
- D.47) VENUE:** The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.48) WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.
- D.49) WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

EXHIBIT E
AUTHORIZING RESOLUTION

REGIONAL WATER MANAGEMENT FOUNDATION
a subsidiary of Community Foundation Santa Cruz County

The Board of Directors of the Regional Water Management Foundation (RWMF) approves submitting a proposal to the California Department of Water Resources (DWR) for grant funding pursuant to the Proposition 1 Integrated Regional Water Management (IRWM) Disadvantaged Community Involvement program. The RWMF is submitting the funding proposal on behalf of the Santa Cruz IRWM region and the five other IRWM regions within the Central Coast Funding Area. Since 2008, the RWMF has served as the administrative entity for the Santa Cruz IRWM program and has served as grantee on prior IRWM grant awards.

At a meeting of the Santa Cruz IRWM Regional Water Management Group on February 24, 2017, representatives were unanimous in support of pursuing the RWMF pursuing IRWM Disadvantaged Community Involvement funding on behalf of the region. In spring 2017, the five other IRWM regions in the Central Coast all submitted letters of support for the RWMF serving as the grantee on behalf of the Central Coast Funding Area; these letter were previously submitted to DWR with the proposal in April 2017.

The Board of Directors of the RWMF approves entering into an agreement to receive a grant for the: Disadvantaged Community Involvement proposal for the Central Coast Funding Area. The Program Director of the Regional Water Management Foundation is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with California Department of Water Resources.

Passed and adopted by the Board of Directors.

Authorized Original Signature: 

Name: Ralph Miljanich

Title: Board Chair


Clerk/Secretary: 

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A (Work Plan):

- Estimate of percent work complete.
- Milestones or deliverables completed during the reporting period.
- Discussion of work accomplished during the reporting period and submission of deliverables per Exhibit A.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Work anticipated for the next reporting period.
- Updated schedule or budget inclusive of any changes that have occurred.

FINAL REPORT

The Final Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects in the IRWM Program funded by this Grant Agreement, and includes the following:

Executive Summary

The Executive Summary consists of a maximum of twenty (20) pages summarizing information for the grant as well as the individual projects.

Stakeholder Summary

- General description of water management needs of DACs, Economically Distressed Areas (EDAs), and underrepresented communities at the Funding Area learned from the activities performed in this program
- General summary of DACs, EDAs, and underrepresented communities involved in IRWM efforts through this Program
- Map(s) identifying all DACs, EDAs, and underrepresented communities with IRWM regions learned from the activities performed in this program

Involvement Activity Summary

- General description of involvement activities performed in this Program, including both successful and unsuccessful involvement activities
- Identification of projects developed from the DAC involvement activities, if applicable

Findings

- Needs Assessment
 - Narrative summary of community characteristics identified and specific community water management needs and resources (technical, managerial, and financial) to address the needs of DACs, EDAs, and underrepresented communities
 - Needs Assessment template table filled in (at the community level)
- Identification of ongoing barriers for DAC involvement in IRWM efforts

- Recommendations for water managers on future DAC involvement activities in IRWM efforts

Looking into the Future

- Next steps for the IRWM regions to continue DAC involvement efforts

EXHIBIT G
REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL

Surface and Groundwater Quality Data

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit F.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: http://www.waterboards.ca.gov/gama/geotracker_gama.shtml. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program.

Groundwater Level Data

Grantee shall submit to DWR groundwater level data collected as part of this grant. Water level data must be submitted using the California Statewide Groundwater Elevation Monitoring (CASGEM) online data submission system. Grantee should use their official CASGEM Monitoring Entity or Cooperating Agency status to gain access to the online submittal tool and submit data. If the data is from wells that are not part of the monitoring network, the water level measurements should be classified as voluntary measurements in the CASGEM system. If the grantee is not a Monitoring Entity or Cooperating Agency, please contact your DWR grant project manager for further assistance with data submittal. The activity of data submittal should be documented in appropriate progress or final project reports, as described in Exhibit F. Information regarding the CASGEM program can be found at <http://www.water.ca.gov/groundwater/casgem/>.

EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS GUIDELINES FOR GRANTEES

State Audit Document Requirements

The list below details the documents/records that State Auditors typically reviewed in the event of a Grant Agreement being audited. Grantees should ensure that such records are maintained for each State funded Program/Project. Where applicable, this list of documents also includes documents relating to the Grantee's funding match which will be required for audit purposes.

Internal Controls:

1. Organization chart (e.g., Agency's overall organization chart and organization chart for this Grant Agreement's funded project.
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) State funding expenditure tracking
 - e) Guidelines, policy(ies), and procedures on State funded Program/Project
3. Audit reports of the Grantee's internal control structure and/or financial statements within the last two years.
4. Prior audit reports on State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A list of all bond-funded grants, loans or subventions received from the State.
3. A list of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related, if applicable.
2. Contracts between the Grantee, member agencies, and project partners as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips or bank statements showing deposit of the payments received from the State.

3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the Grant Agreement.

Accounting Records:

1. Ledgers showing receipts and cash disbursement entries for State funding.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to reimbursement requests submitted to the State for the Grant Agreement

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Grantee staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor's staff and the Grantee's staff

Project Files:

1. All supporting documentation maintained in the Program/Project files.
2. All Grant Agreement related correspondence.

**Proposition 1 Integrated Regional Water Management (IRWM)
Disadvantaged Community Involvement Grant Agreement Between
Regional Water Management Foundation
(referred to herein as "Grantee")
and San Luis Obispo County Flood Control and Water Conservation District
(referred to herein as "Local Project Sponsor")**

Recitals

- A. Regional Water Management Foundation (referred to herein as "Grantee"), a subsidiary of Community Foundation Santa Cruz County, has entered into a Grant Agreement with the Department of Water Resources of the State of California (referred to herein as "DWR" or "State") to receive grant funding from the Water Quality, Supply and Infrastructure Improvement Act of 2014 (Proposition 1) (Grant Agreement No. 4600012296) (referred to herein as "Grant Agreement"). The State funding will assist in financing the projects identified in the Grant Agreement associated with the Integrated Regional Water Management (referred to herein as "IRWM") Plans of the six Regional Water Management Groups in the Central Coast Funding Area. The Grant Agreement, attached hereto as Attachment A, and any subsequent amendments thereto, are incorporated herein by reference.
- B. The term "local project sponsor" refers to a local public agency that oversees completion of a particular project(s) identified for funding in the Grant Agreement. A local project sponsor provides project management, oversight and compliance administration and is responsible for completing the deliverables and providing the support for reimbursable expenditures for its sponsored project. Local Project Sponsor is one of multiple local project sponsors intended to oversee a project identified in the Grant Agreement and to receive grant funding from Grantee pursuant thereto. All of the work to be completed by Local Project Sponsor is referred to in this Agreement collectively as "Project" and is defined as a group of activities as set forth in Exhibit A to the Grant Agreement (Work Plan) and as more specifically set forth below.
- C. The parties acknowledge that Grantee will administer the distribution of grant funds to each local project sponsor pursuant to the Grant Agreement. The Local Project Sponsor agrees to act on behalf of Grantee for the purposes of its individual Project management, oversight, compliance, and operations and maintenance. Local Project Sponsor is responsible for all other aspects of its Project in a manner to ensure Grantee's compliance with the Grant Agreement. Local Project Sponsor is solely responsible for design, construction, and operation and maintenance of the Project. Local Project Sponsor acknowledges that review or approval of plans, specifications, bid documents, or other construction documents by the Grantee and the State is solely for the purpose of proper administration of funds by the Grantee or the State and shall not be deemed to relieve or restrict responsibilities of the Local Project Sponsor under this Agreement.
- D. The term of this Agreement begins on February 13, 2018 and terminates on April 30, 2021 (including any subsequent amendment), or when all of the Parties' obligations under this Agreement are fully satisfied, whichever occurs earlier. The execution date is the date the Grantee signs the Agreement.
- E. The parties desire to set forth the terms and conditions under which Local Project Sponsor is to receive grant funds from Grantee.

Agreement

1. The above recitals are true and correct and are incorporated herein by this reference.
2. Local Project Sponsor agrees to:
 - a) Faithfully and expeditiously perform or cause to be performed all work associated with the following tasks identified in Exhibit A to the Grant Agreement (Work Plan) in accordance with Exhibit B (Budget) and Exhibit C (Schedule) to the Grant Agreement: Project 1 (with respect to the Project); Project 2, Task 5; and Project 8, Tasks 5.1, 5.2, 5.3, 5.4 and 5.5.
 - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of the Grant Agreement and this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Water Quality, Supply and Infrastructure Improvement Act of 2014 financing.
 - c) Comply with all applicable California laws and regulations.
 - d) Implement the Project in accordance with applicable provisions of the law.
 - e) Fulfill its obligations under the Grant Agreement and this Agreement, and be responsible for the performance of the Project.
3. Local Project Sponsor shall perform the work and provide the documentation required of Grantee or Local Project Sponsor pertinent to the Project in a timely manner as set forth, without limitation, in the Grant Agreement. Notwithstanding the foregoing, any documents or information required to be submitted to the State or agents of the State shall be submitted to Grantee for submittal by Grantee to the appropriate party designated in the Grant Agreement.
4. Local Project Sponsor acknowledges that Section 5 of the Grant Agreement (Basic Conditions) establishes that the State shall have no obligation to disburse money for the Project under the Grant Agreement until Grantee, and as applicable the Local Project Sponsor, has satisfied all the applicable conditions specified in Section 5.
5. Subject to receipt of grant funds from the State as a result of a particular request for disbursement of grant funds by Local Project Sponsor and subject to the other terms and conditions set forth herein, Grantee shall remit to Local Project Sponsor such disbursement it receives from the State as a result of such request, up to a total amount not to exceed \$877,563 for Local Project Sponsor's completion of the Project consistent with the budgeted costs identified in the table below.

Project Name	Project #	Task #	Budgeted
Administration	1		\$20,700
Needs Assessment	2	5	\$67,738
Project Development Activities: Oceano Community Services District Water Resource Reliability Program Phase 2	8	5.1	\$177,750
Project Development Activities: City of Grover Beach Turnout Pump Station Design and Water Master Plan Update	8	5.2	\$177,750

Project Development Activities: City of San Luis Obispo Water Resource Recovery Facility Project Value Engineering at 60% Design	8	5.3	\$78,125
Project Development Activities: San Simeon Community Services District Reservoir Expansion Project and Water Master Plan Update	8	5.4	\$177,750
Project Development Activities: San Miguel Community Services District Wastewater Plan Update and Recharge Basin Study	8	5.5	\$177,750

6. In order to receive disbursement of grant funds, Local Project Sponsor shall submit to the Grantee quarterly invoices for eligible project costs as defined in Section 7 of the Grant Agreement (Eligible Project Cost) in a form required by Grantee. Supporting documentation as described in Section 8 of the Grant Agreement (Method of Payment) shall accompany each invoice. The documentation required by this paragraph shall be sent to:

Tim Carson, Program Director
Regional Water Management Foundation (RWMF)
c/o Community Foundation of Santa Cruz County
7807 Soquel Drive
Aptos, CA 95003

or such other address as Grantee may provide.

7. The Local Project Sponsor shall apply State funds only to Eligible Project Costs as defined in Section 7 of the Grant Agreement (Eligible Project Cost) and in accordance with applicable provisions of the law. Without limiting the foregoing, work performed on the Project after January 22, 2016 shall be eligible for reimbursement.
8. Notwithstanding any other provision of this Agreement, no disbursement shall be required to be made by Grantee at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.
9. Local Project Sponsor acknowledges the requirements and processes defined in Section 8 of the Grant Agreement (Method of Payment) pertaining to reimbursement requests for costs incurred for work performed. If the Local Project Sponsor requests advanced payment, the required information must be provided as set forth in Section 8, Subsection (b) of the Grant Agreement (Advanced Payment).
10. Local Project Sponsor acknowledges its responsibility to comply with the applicable provisions of Exhibit D to the Grant Agreement (Standard Conditions).
11. Local Project Sponsor shall not be entitled to, and Grantee shall have no obligation to make any, disbursement of grant funds as set forth herein if Grantee does not receive grant funds from the State in connection with Local Project Sponsor's request for disbursement. Further, if Grantee is required to refund any disbursement made to Local Project Sponsor to the State due to a violation of the Grant Agreement by Local Project Sponsor, Local Project Sponsor shall refund to Grantee such disbursement amount plus

any interest or penalties required to be paid by Grantee to the State, as well as for any expenses incurred by the Grantee (e.g., personnel time, postage) due in connection with the coordination of such refund.

12. Local Project Sponsor agrees to provide all required reports as specified in Section 16 of the Grant Agreement (Submission of Reports) and Exhibit F to the Grant Agreement (Report Formats and Requirements), according to a format and schedule as specified by the Grantee. This pertains to the quarterly Progress Report, quarterly Accountability Report (applicable to advance funds), Final Report, and Post-Performance Reports. The Local Project Sponsor agrees to prepare and submit Post-Performance Reports, if applicable to the Project. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of the Project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 10 years after the completed Project begins operation. The Local Project Sponsor shall provide annual written notification to the Grantee of the Post-Performance Report submittal.
13. Grantee is to provide administrative services for the benefit of Local Project Sponsor and other local project sponsors, in the administration of the Grant Agreement. Grantee is to receive compensation via grant reimbursement for these services as set forth in Exhibits A and B to the Grant Agreement (Work Plan and Budget). Local Project Sponsor shall be liable and agrees to reimburse Grantee for administrative costs incurred by Grantee that are not reimbursed under the Grant Agreement and that are attributable to the Project or Local Project Sponsor's actions.
14. Grantee agrees to provide grant administrative services for the term specified in Section 2 of Grant Agreement (Term of Grant Agreement) (i.e. until April 30, 2021) (referred to herein as "Initial Term"). In the event the Initial Term of the Grant Agreement is extended by the Grantee to accommodate the Local Project Sponsor, the Grantee shall be reimbursed for any additional administrative costs that are solely attributable to grant administration occurring beyond the end date of the Initial Term. Any such costs, beyond those reimbursable by the grant, shall be shared with the other remaining local project sponsors that have not completed their respective project-specific requirements and reporting by the end date of the Initial Term. In the event a specific local project sponsor has completed its project-specific requirements and completed its final reporting and invoicing prior to the end date of the Initial Term, that specific local project sponsor shall not be responsible for any administrative costs incurred as a result of extending the Grant Agreement beyond the end date of the Initial Term.
15. Local Project Sponsor acknowledges the provisions of Section D.35 to the Grant Agreement (Retention) and that disbursement of grant funds may be withheld by Grantee to satisfy the retention requirements set forth therein. Local Project Sponsor further acknowledges that notwithstanding any other provision of the Grant Agreement, State may, for each project, withhold five percent (5.0%) of the funds requested by Grantee for reimbursement of Eligible Project Costs. Each project in the Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Section 16 of the Grant Agreement (Submissions of Reports), except in the case of the last project to be completed under the Grant Agreement, in which case retention for such project will not be disbursed until the "Final Report" is submitted to and approved by State. State shall disburse retained funds to the Grantee.

16. Local Project Sponsor agrees to be bound, perform and abide by all of the provisions applicable to Grantee or applicable to local project sponsor in connection with the Project as set forth in the Grant Agreement as if Local Project Sponsor had signed the Grant Agreement in the place and stead of Grantee, and with respect to Local Project Sponsor, Grantee shall have all rights of the State conferred thereunder.
17. Local Project Sponsor acknowledges that Grantee is relying on Local Project Sponsor's performance hereunder in entering into the Grant Agreement and undertaking its obligations as set forth in the Grant Agreement. Accordingly, in the event Local Project Sponsor fails to perform any of its obligations hereunder, Local Project Sponsor agrees to indemnify, defend, and hold harmless Grantee and Grantee's officers, directors, agents, and employees (each, an "Indemnified Person") from and against any and all judgments, losses, claims, damages or liabilities, joint or several, to which any Indemnified Person may become subject which relate to or arise out of any such failure by Local Project Sponsor.
18. In the event Local Project Sponsor violates any provision of this Agreement that, in Grantee's judgment, could result in a violation of the Grant Agreement, Grantee may take any and all appropriate measures to attempt to prevent any such violation or to mitigate any damages Grantee would incur as a result thereof, including but not limited to performing any work required of Local Project Sponsor hereunder, and in such case, Local Project Sponsor shall be liable for any costs of Grantee incurred in connection with such measures.
19. To enable Grantee to confirm Local Project Sponsor's compliance with this Agreement, upon request by Grantee, Local Project Sponsor shall provide Grantee with: (i) any requested documentation; and (ii) access to any work sites or other areas associated with the Project for the purpose of making observations or conducting any necessary tests or studies.
20. Local Project Sponsor acknowledges that State reserves the right to conduct an audit during the term of the grant and for a period of three years after final payment with respect to all matters connected with the Grant Agreement as specified in Section D.7 to the Grant Agreement (Audits). All records of Grantee, Local Project Sponsor, or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after Project completion or final billing, whichever comes later. The Local Project Sponsor agrees to compensate the Grantee for any costs incurred in complying with this provision related to the Project.
21. The parties may, pursuant to mutual agreement, expand the scope of work to be performed by Local Project Sponsor hereunder, but in any event modifications to the terms of this Agreement shall be valid only if made in writing and executed by Grantee and Local Project Sponsor.
22. Local Project Sponsor shall not assign, delegate or otherwise transfer any of its duties, obligations, rights or interest under this Agreement without prior written consent of Grantee, which consent may be given or withheld by Grantee in its reasonable discretion. Any attempted assignment or transfer without such consent shall be void.
23. Subject to the provisions of the paragraph immediately below, all terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by,

Grantee and Local Project Sponsor and their respective legal representatives, successors and permitted assigns.

24. A waiver of any provision of this Agreement in any given instance shall not constitute a waiver of (i) such provision in future instances or (ii) any other provision of this Agreement.
25. This Agreement, together with the Grant Agreement, constitutes the entire understanding of Grantee and Local Project Sponsor concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, correspondence, representations or understandings between Grantee and Local Project Sponsor relating to the subject matter hereof, whether written or oral.
26. This Agreement may be executed in counterparts, each of which when taken together shall constitute the entire Agreement.
27. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any dispute arises between the parties to this Agreement concerning the matters contained in this Agreement, the parties agree to pursue mediation as a means to settle the dispute.
28. **INSURANCE:** Throughout the duration of this Agreement, the Local Project Sponsor will maintain insurance in conformance with the requirements set forth below. The Local Project Sponsor will insure the Grantee against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Local Project Sponsor, its agents, representatives, employees or subcontractors.

CERTIFICATE REQUIREMENTS

The Grantee will be issued a Certificate of Insurance with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet, or exceed, requirements below,
- The Certificate Holder will be Regional Water Management Foundation, 7807 Soquel Drive, Aptos, CA 95003,
- Certificate will be signed by an authorized representative,
- An endorsement will be provided to show the Regional Water Management Foundation, its officers, officials and employees as additional insured.

Minimum Scope and Limits of Insurance

The Local Project Sponsor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. The Grantee will be entitled to coverage for the highest limits maintained by the Local Project Sponsor. Coverage will be at least as broad as:

- **PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS):** \$1,000,000 PER OCCURRENCE OR CLAIM, \$2,000,000 AGGREGATE. The Local Project Sponsor will maintain insurance with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Insurance must be maintained and evidence of insurance must be provided for at least one year after date of completion of the Project. The Local Project Sponsor agrees to purchase an extended period coverage for a minimum of one year after completion of the Project.

- COMMERCIAL GENERAL LIABILITY (CGL): \$1,000,000 (Including products and completed operations) Proof of coverage for \$1 Million per occurrence for bodily injury, personal injury and property damage will be provided on Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location or the general aggregate limit will be twice the required occurrence limit.
- AUTOMOBILE LIABILITY: \$1,000,000
Proof of coverage for \$1 Million will be provided on ISO Form Number CA 00 01 covering any auto (Code 1), or if Local Project Sponsor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.
- WORKERS' COMPENSATION AS REQUIRED BY THE STATE OF CALIFORNIA, WITH STATUTORY LIMITS, AND EMPLOYER'S LIABILITY INSURANCE: \$1,000,000 per accident for bodily injury or disease. Must include a waiver of subrogation.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- ADDITIONAL INSURED STATUS
The Grantee, its officers, officials and employees are to be covered as insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Local Project Sponsor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage will be provided in the form of an endorsement to the Local Project Sponsor's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of both CG 20 10 and CG 20 37 (if a later edition is used).
- PRIMARY COVERAGE
For any claims related to this Agreement, the Local Project Sponsor's insurance coverage will be primary insurance as respects the Grantee, its officers, officials, and employees. Any insurance or self-insurance maintained by the Grantee, its officers, officials, or employees will be excess of the Local Project Sponsor's insurance and will not contribute with it.
- NOTICE OF CANCELLATION
Each insurance policy required above will provide that the Grantee will be notified of any coverage canceled with 30 days' prior written notice (10 days for non-payment).
- WAIVER OF SUBROGATION
Local Project Sponsor hereby grants to the Grantee a waiver of any right to subrogation which any insurer of said Local Project Sponsor may acquire against the Grantee by virtue of the payment of any loss under such insurance. Local Project Sponsor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Grantee has received a waiver of subrogation endorsement from the insurer.

The Worker's Compensation policy will be endorsed with a waiver of subrogation in favor of the Grantee for all work performed by the Local Project Sponsor, its employees, agents and subcontractors.

- **DEDUCTIBLES AND SELF-INSURED RETENTIONS**
Any deductibles or self-insured retentions must be declared to and approved by the Grantee. The Grantee may at its option allow the Local Project Sponsor to purchase coverage with a lower deductible or retention, or require the Local Project Sponsor to provide a financial guarantee satisfactory to the Grantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- **ACCEPTABILITY OF INSURERS**
Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-(A-minus):VII, unless otherwise acceptable to the Grantee.
- **VERIFICATION OF COVERAGE**
Local Project Sponsor will furnish the Grantee with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Grantee ten days after the execution of this Agreement. However, failure to obtain the required documents prior to the work beginning will not waive the Local Project Sponsor's obligation to provide them. The Grantee reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

29. Whenever it is provided in this Agreement that Grantee or Local Project Sponsor shall give notice to the other, said notice shall be given by delivering a copy of said notice to the other party personally, or by mailing first class mail, postage prepaid, through the U.S. Postal Service, or by a nationally-recognized overnight courier, a copy of said notice at the following addresses:

A. Address for Local Project Sponsor:

San Luis Obispo County Flood Control and Water Conservation District
County Government Center, Room 206
San Luis Obispo, CA 93408

B. Address for Grantee:

Regional Water Management Foundation
c/o Community Foundation of Santa Cruz County
7807 Soquel Drive
Aptos, CA 95003

IN WITNESS WHEREOF, Grantee and Local Project Sponsor have executed this Agreement on the dates set forth below by their duly authorized representatives, having full authority to so act for and on behalf of the parties hereto.

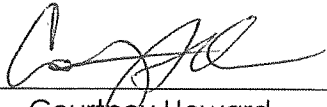
Regional Water Management Foundation (Grantee)

By: 

Date: 7/18/18

Tim Carson
Program Director


San Luis Obispo County Flood Control and Water Conservation District (Local Project Sponsor)

By: 

Courtney Howard
Water Resources Division Manager

Date: 7/9/18

**APPROVED AS TO FORM
AND LEGAL EFFECT
Rita L. Neal, County Counsel**

By: 

Deputy County Counsel 6-29-18
Date

Attachment A
GRANT AGREEMENT



San Miguel Community Services District

Board of Directors Staff Report

February 28, 2019

AGENDA ITEM: XI -1

SUBJECT: Bookkeeper Report for January 2019

RECOMMENDATION: Review and File the Enumeration of the Financial Reports for January 2019

Audit: 2017-2018 Audit; Our CPA is finishing up the accounts payable portion for the audit, once that is complete Alex will have all the information needed to finish the audit. We contracted with The California School Board Association to complete the GASB 74/75 report and it has been completed and forwarded to Moss Levy. Once the audit is complete we will resume the bank reconciliation, once the bank reconciliation is complete the monthly financial reports will be current.

Paychex: District staff have been working on payroll reports, we have completed 5 payrolls including the Volunteer Fire Department payroll. We are feeling comfortable with the new system and working thru issues that have come up. We are revising our protocol in auditing the payroll and time sheets before sending on to Paychex for processing.

January 2019 Payroll Expense: \$40,013.40 (including all liabilities) this amount has not been posted in the Black Mountain System as of yet, we are working on the Journal Voucher templet with the CPA.

January 2019 Income: \$298,789.49

Holiday Fire OES \$6,653.39

SLO County Taxes \$153,072.19

January 2019 Expenses: \$87,533.13 (47,519.73+40,013.40)

1. MBS Land Survey \$14,198.14
2. LN Curtis (VFA Grant) \$9,641.78
3. Churchwell White, LLC \$7,977.68
4. Whitaker Construction (SLT Blending Line 2018-28 CBDG) \$7,814.75
5. Moss, Levy & Hartzheim LLP \$4,000.00

Recommendation: Review and File the Enumeration of the Financial Reports for January 2019
This item is for information and discussion only.

PREPARED BY:

Paola Freeman

Paola Freeman, Bookkeeper

APPROVED BY:

Rob Roberson

Rob Roberson, Interim General Manager

02/14/19
07:38:49

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 1/19

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Report ID: AP100V

Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
4520	17603S	34 BLAKE'S INC	67.21					
1	1257209	12/18/18 Rubber Boots	26.92			40 64000	495	10200
2	1257209	12/18/18 Rubber Boots	26.92			50 65000	495	10200
3	1257209	12/18/18 Hardware	13.37			50 65000	353	10200
Total for Vendor:			67.21					
4523	17604S	340 C&N TRACTORS	193.00					
1	34666P	12/19/18 Blower	96.50			40 64000	490	10200
2	34666P	12/19/18 Blower	96.50			50 65000	490	10200
Total for Vendor:			193.00					
4521	17605S	521 CHAPARRAL BUSINESS MACHINES, Maintenance Contract #6913-02 Samsung/X4250LX	65.00					
Acct No. 013014								
1	433410	11/27/18 Maint Contract 1/4-2/3/19	32.50*			40 64000	334	10200
2	433410	11/27/18 Maint Contract 1/4-2/3/19	32.50*			50 65000	334	10200
Total for Vendor:			65.00					
4522	17606S	67 CHARTER COMMUNICATIONS Acct# 8245 10 105 0027311 Spectrum Buiness Internet/Voice	309.94					
Service 1/11/19 ~ 02/10/19								
1	7311010119	01/01/19 Internet/Voice	103.31*			20 62000	375	10200
2	7311010119	01/01/19 Internet/Voice	103.31			40 64000	375	10200
3	7311010119	01/01/19 Internet/Voice	103.32			50 65000	375	10200
Total for Vendor:			309.94					
4558	17634S	473 CHURCHWELL WHITE LLP Professional Services Rendered through December 31, 2018	7,977.65					
1	33186	01/15/19 General Counsel	247.58			20 62000	327	10200
2	33186	01/15/19 General Counsel	41.99			30 63000	327	10200
3	33186	01/15/19 General Counsel	559.81			40 64000	327	10200
4	33186	01/15/19 General Counsel	559.81			50 65000	327	10200
5	33186	01/15/19 General Counsel	7.00			60 66000	327	10200
7	33186	01/15/19 General Counsel	33.34			40 64000	331	10200

Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
8	33186	01/15/19 General Counsel	33.34			50 65000	331	10200
9	33183	01/15/19 Steinbeck v SLO	3,309.45			50 65000	332	10200
11	33187	01/15/19 HR	438.88			20 62000	327	10200
12	33187	01/15/19 HR	0.96*			30 62000	327	10200
13	33187	01/15/19 HR	644.82			40 64000	331	10200
14	33187	01/15/19 HR	644.82			50 65000	331	10200
18	33188	01/15/19 HR Investigation	211.15			40 64000	327	10200
19	33188	01/15/19 HR Investigation	211.15			50 65000	327	10200
20	32894	01/15/19 Water	478.80			50 65000	327	10200
21	33187	01/15/19 HR	145.41			20 62000	327	10200
22	33187	01/15/19 HR	151.11			40 64000	331	10200
23	33187	01/15/19 HR	151.11			50 65000	331	10200
24	33187	01/15/19 HR	53.56			40 64000	327	10200
25	33187	01/15/19 HR	53.56			50 65000	327	10200
Total for Vendor:			7,977.65					
4543	17607S	583 COBLENTZ BIEHLE & CRAMER	3,990.00					
Audit	2017-2018							
1	5199	12/31/18 Audit 2017-2018	658.35			20 62000	325	10200
2	5199	12/31/18 Audit 2017-2018	119.70			30 63000	325	10200
3	5199	12/31/18 Audit 2017-2018	1,596.00			40 64000	325	10200
4	5199	12/31/18 Audit 2017-2018	1,596.00			50 65000	325	10200
5	5199	12/31/18 Audit 2017-2018	19.95			60 66000	325	10200
Total for Vendor:			3,990.00					
4555	17625S	581 DAVID TRACEY CONTRACT SVS	550.00					
SVS Date 1/12/19 & 1/13/19								
Correct Chlorine issue								
1	2019-01	01/13/19 Contract SVS	275.00			40 64000	330	10200
2	2019-01	01/13/19 Contract SVS	275.00			50 65000	330	10200
Total for Vendor:			550.00					
4524	17608S	605 DOUBLE J REPAIR	250.00					
1	1205	01/03/19 Truck #8687 Air Leak	250.00			20 62000	354	10200
Total for Vendor:			250.00					

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Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
4525	17609S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
	Acct#8000653							
1	883613A	12/31/18 Metals	67.00			50 65000	358	10200
4526	17609S	112 FGL - ENVIRONMENTAL ANALYTICAL	225.00					
	Acct#8000653							
1	883612A	12/27/18 Coliform-Colilert~Wet Chem	45.00			50 65000	356	10200
2	883612A	12/27/18 Coliform-ColilertColiform-Col	45.00			50 65000	357	10200
3	883612A	12/27/18 Coliform-Colilert~Wet Chem	135.00			50 65000	359	10200
4546	17626S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
	Acct#8000653							
1	883705A	12/31/18 Metals	67.00			50 65000	358	10200
4547	17626S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
	Acct#8000653							
1	883748A	12/31/18 Metals	67.00			50 65000	358	10200
4548	17626S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
	Acct#8000653							
1	883804A	12/31/18 Metals	67.00			50 65000	358	10200
4549	17626S	112 FGL - ENVIRONMENTAL ANALYTICAL	45.00					
	Acct#8000653							
1	883834A	01/03/19 Metals	45.00			50 65000	359	10200
4550	17626S	112 FGL - ENVIRONMENTAL ANALYTICAL	65.00					
	Acct#8000653							
1	883846A	01/03/19 Coliform	65.00			50 65000	359	10200
4551	17626S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
	Acct#8000653							
1	883862A	01/10/19 Metals	67.00			50 65000	358	10200
Total for Vendor:			670.00					

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Claim Details
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Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check #	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
4527	17610S	308 FRONTIER COMMUNICATIONS	54.00					
Acct #805-467-2818-010412-5 Service from 12-22-18 to 1-21-19								
1	12/22/18	12/22/18 SCADA	27.00			40 64000	310	10200
2	12/22/18	12/22/18 SCADA	27.00			50 65000	310	10200
4529	17610S	308 FRONTIER COMMUNICATIONS	73.77					
Acct #805-467-2015-051216-5 Service from 1/01/19 to 1/31/19								
1	Jan 2019	01/01/19 SCADA	36.89			40 64000	310	10200
2	Jan 2019	01/01/19 SCADA	36.88			50 65000	310	10200
Total for Vendor:			127.77					
4528	17611S	474 L.N. CURTIS & SONS	9,641.78					
18-19 VFA Grant								
1	INV242022	12/19/18 Jackets	5,571.64			20 62000	456	10200
2	INV242022	12/19/18 Pants	4,070.14			20 62000	456	10200
Total for Vendor:			9,641.78					
4530	17612S	559 MONSOON VENTURES, INC.	14,198.44					
3rd Party Surveyor (MBS Land Surveys) Resolution No. 2018-29								
2	2345	01/03/19 Machado~Recharge	14,198.44		16	40 64000	586	10200
Total for Vendor:			14,198.44					
4545	17613S	17 N REX AWALT CORPORATION	7.01					
1	18545	11/16/18 PVC Bushing	7.01			50 65000	353	10200
Total for Vendor:			7.01					
4531	17614S	182 NAPA	236.58					
Truck 8687 & 8630								
1	892085	12/24/18 Battery~Fittings	236.58			20 62000	354	10200

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Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
4532	17614S	182 NAPA	9.36					
Truck E8687								
1	892438	12/27/18 Drain Valve	9.36			20 62000	354	10200
4533	17614S	182 NAPA	128.88					
WWTP Generator								
1	893168	01/02/19 Battery	128.88			40 64000	582	10200
Total for Vendor:			374.82					
4544	17615S	623 REPORTING SYSTEMS, INC	3,283.75					
1	2018-9065	12/31/18 Fire & EMS	1,500.00			20 62000	405	10200
2	2018-9065	12/31/18 Fire & EMS	1,783.75			20 62000	475	10200
Total for Vendor:			3,283.75					
4534	17616S	233 SAFEGUARD BUSINESS SYSTEMS	327.32					
Customer #QMG2PP								
1	033252697	12/20/18 Tee Shirts Short Sleev	226.30			40 64000	495	10200
2	033252697	12/20/18 Tee Shirts Long Sleev	101.02			50 65000	495	10200
4535	17616S	233 SAFEGUARD BUSINESS SYSTEMS	100.09					
Customer #QMG2PP								
1	033257810	12/26/18 Deposit Tickets	50.05			40 64000	320	10200
2	033257810	12/26/18 Deposit Tickets	50.04			50 65000	320	10200
Total for Vendor:			427.41					
4559	17627S	595 SAN LUIS OBISPO COUNTY EMS	65.00					
EMT Re-certification Kelly Dodds Expires 3-31-19								
Registry # E058939								
1	E058939	01/08/19 EMT Re-cert Kelly Dodds	65.00			20 62000	715	10200
Total for Vendor:			65.00					
4536	17617S	238 SAN MIGUEL GARBAGE	103.98					
Acct#318691 Monthly Service 1-1-19 to 1-31-19								
1	01/01/19	WWTP Monthly Trash Disposal	51.99			40 64000	383	10200

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Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
2	01/01/19	WWTP Monthly Trash Disposal	51.99			50 65000	383	10200
		Total for Vendor:	103.98					
4552	17628S	589 SOUTH COAST EMERGENCY VEHILCE	2,801.11					
		Replace Mechanical Seal Truck E8687						
1	492498	01/11/19 Replace Mechanical Seal Truck	2,801.11			20 62000	354	10200
4553	17628S	589 SOUTH COAST EMERGENCY VEHILCE	2,068.74					
		Replace Rope Packing Truck E8696						
1	492499	01/11/19 Replace Rope Packing #E8696	2,068.74			20 62000	354	10200
		Total for Vendor:	4,869.85					
4561	17629S	352 STAPLES CREDIT PLAN	551.74					
		Office Supplies						
1	Jan2019	01/10/19 Paper~Toner~Brother TZE Tape	275.87			40 64000	410	10200
2	Jan2019	01/10/19 Paper~Toner~Brother TZE Tape	275.87*			50 65000	410	10200
		Total for Vendor:	551.74					
4537	17618S	534 STREAMLINE	200.00					
		Web Page Hosting						
1	99255	01/10/19 Web Page Monthly Fee Jan	33.00			20 62000	376	10200
2	99255	01/10/19 Web Page Monthly Fee Jan	6.00			30 63000	376	10200
3	99255	01/10/19 Web Page Monthly Fee Jan	80.00			40 64000	376	10200
4	99255	01/10/19 Web Page Monthly Fee Jan	80.00			50 65000	376	10200
5	99255	01/10/19 Web Page Monthly Fee Jan	1.00			60 66000	376	10200
		Total for Vendor:	200.00					
4554	17630S	280 TEMPLETON UNIFORMS	320.78					
		Scott Young						
1	116554	01/12/19 Nomex Shirt,Pants,Name Tag	320.78			20 62000	495	10200
		Total for Vendor:	320.78					
4560	17631S	289 TOTALFUNDS BY HASLER	500.00					
		1 Jan2019 01/10/19 Postage	250.00			40 64000	315	10200
		2 Jan2019 01/10/19 Postage	250.00			50 65000	315	10200
		Total for Vendor:	500.00					

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 1/19

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Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
4538	17619S	491 ULINE	462.15					
		Dome for Trash Cans						
1	104470158	12/31/18 Dome for Trash Cans	462.15*			60 66000	305	10200
		Total for Vendor:	462.15					
4539	17620S	301 US BANK	3,270.27					
1	2647 Jan19	12/24/18 Jan 2019	24.12			20 62000	495	10200
2	2647 Jan19	12/24/18 Trophy Hunters ~Palafox	78.12			20 62000	305	10200
3	2647 Jan19	12/24/18 Trophy Hunters~prepetual p	169.63			20 62000	305	10200
4	2647 Jan19	12/24/18 Ontario Suit~S Young	153.02			20 62000	386	10200
5	2647 Jan19	12/24/18 Office Water Programs~Stil	122.55			40 64000	386	10200
6	2647 Jan19	12/24/18 Office Water Programs~Stil	121.55			40 64000	386	10200
7	2647 Jan19	12/24/18 Lowes	339.94			20 62000	510	10200
8	2647 Jan19	12/24/18 Lowes	22.61			20 62000	510	10200
9	2647 Jan19	12/24/18 Lowes	14.00			20 62000	305	10200
10	2647 Jan19	12/24/18 Lowes	47.36			20 62000	510	10200
11	2647 Jan19	12/24/18 Amazon Truck Lite #8632	65.50			40 64000	354	10200
12	2647 Jan19	12/24/18 Amazon Truck Lite #8632	65.49			50 65000	354	10200
13	2647 Jan19	12/24/18 Big Creek Lumber	1,772.95			20 62000	510	10200
14	2647 Jan19	12/24/18 Amazon Roll Towels	23.24			40 64000	305	10200
15	2647 Jan19	12/24/18 Amazon Roll Towels	23.24			50 65000	305	10200
16	2647 Jan19	12/24/18 Amazon ~ Metal Saw Horse	40.34			40 64000	490	10200
17	2647 Jan19	12/24/18 Amazon ~ Metal Saw Horse	40.34			50 65000	490	10200
18	2647 Jan19	12/24/18 Amazon ~ Hangers	57.43			40 64000	305	10200
19	2647 Jan19	12/24/18 Amazon ~ Hangers	57.42			50 65000	305	10200
20	2647 Jan19	12/24/18 Amazon ~ Paint	31.42			50 65000	305	10200
		Total for Vendor:	3,270.27					
4540	17621S	303 USA BLUEBOOK	381.01					
		Customer No. 931858						
1	770068	12/26/18 Motor Assembly	215.38			50 65000	353	10200
2	770068	12/26/18 ManHole Net 12x14x4	90.38			40 64000	582	10200
3	770068	12/26/18 ManHole Net 8x6x3	75.25			40 64000	582	10200
		Total for Vendor:	381.01					

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 1/19

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Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
4541	17622S	327 VALLI INFORMATION SYSTEMS	75.00					
Web Posting								
1	50879	01/10/19 Web Posting, Online Maint.	37.50			40 64000	305	10200
2	50879	01/10/19 Web Posting, Online Maint.	37.50			50 65000	305	10200
Total for Vendor:			75.00					
4542	17623S	612 WEX BANK	969.86					
1	57040296	12/07/18 Fuel #8600	70.17			20 62000	485	10200
2	57040296	12/07/18 Fuel #8601	291.41			20 62000	485	10200
3	57040296	12/07/18 Fuel #8630	390.50			20 62000	485	10200
4	57040296	12/07/18 Fuel #8632	108.89			40 64000	485	10200
6	57040296	12/07/18 Fuel #8632	108.89			50 65000	485	10200
Total for Vendor:			969.86					
4556	17632S	508 WHITAKER CONSTRUCTION GROUP,	7,814.75					
Will Serve								
1		01/18/19 San Lawrence Terrace	7,814.75*			50 65000	431	10200
Total for Vendor:			7,814.75					
# of Claims			41	Total:				61,718.17

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Fund Summary for Claims
For the Accounting Period: 1/19

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Fund/Account	Amount
20 FIRE PROTECTION DEPARTMENT	
10200 Operating Cash - Premier	\$23,677.46
30 STREET LIGHTING DEPARTMENT	
10200 Operating Cash - Premier	\$168.65
40 WASTEWATER DEPARTMENT	
10200 Operating Cash - Premier	\$19,852.07
50 WATER DEPARTMENT	
10200 Operating Cash - Premier	\$17,529.89
60 SOLID WASTE DEPARTMENT	
10200 Operating Cash - Premier	\$490.10
Total:	\$61,718.17

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
20 FIRE PROTECTION DEPARTMENT						
40000						
40220	Weed Abatement Fees	3,817.00	3,495.00	0.00	-3,495.00	** %
40300	Fireworks Permit Fees	0.00	0.00	2,200.00	2,200.00	0 %
40320	Fire Impact Fees	14,371.57	24,844.69	0.00	-24,844.69	** %
40410	Mutual Aid Fires	6,653.39	6,653.39	100,000.00	93,346.61	7 %
40420	Ambulance Reimbursement	0.00	2,351.08	4,400.00	2,048.92	53 %
40500	VFA Assistance Grant	0.00	16,436.09	20,000.00	3,563.91	82 %
	Account Group Total:	24,841.96	53,780.25	126,600.00	72,819.75	42 %
43000	Property Taxes Collected					
43000	Property Taxes Collected	93,357.77	238,043.21	372,018.00	133,974.79	64 %
	Account Group Total:	93,357.77	238,043.21	372,018.00	133,974.79	64 %
46000	Revenues & Interest					
46000	Revenues & Interest	0.00	77.91	100.00	22.09	78 %
46150	Miscellaneous Income	0.00	1,000.00	1,000.00	0.00	100 %
46151	Refund/Adjustments	0.00	302.76	275.00	-27.76	110 %
46155	Will Serve Processing Fees	0.00	150.00	150.00	0.00	100 %
	Account Group Total:	0.00	1,530.67	1,525.00	-5.67	100 %
	Fund Total:	118,199.73	293,354.13	500,143.00	206,788.87	59 %
30 STREET LIGHTING DEPARTMENT						
43000	Property Taxes Collected					
43000	Property Taxes Collected	27,300.96	65,960.83	108,827.00	42,866.17	61 %
	Account Group Total:	27,300.96	65,960.83	108,827.00	42,866.17	61 %
46000	Revenues & Interest					
46000	Revenues & Interest	0.00	15.18	15.00	-0.18	101 %
46150	Miscellaneous Income	0.00	100.00	0.00	-100.00	** %
46151	Refund/Adjustments	0.00	64.21	64.00	-0.21	100 %
	Account Group Total:	0.00	179.39	79.00	-100.39	227 %
	Fund Total:	27,300.96	66,140.22	108,906.00	42,765.78	61 %
40 WASTEWATER DEPARTMENT						
40000						
40900	Wastewater Sales	62,017.02	369,960.66	604,600.00	234,639.34	61 %
40910	Wastewater Late Charges	1,153.66	6,187.19	2,709.00	-3,478.19	228 %
	Account Group Total:	63,170.68	376,147.85	607,309.00	231,161.15	62 %
41000	Water Sales					
41012	IRWM Grants	0.00	0.00	177,750.00	177,750.00	0 %
	Account Group Total:	0.00	0.00	177,750.00	177,750.00	0 %
43000	Property Taxes Collected					

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
40 WASTEWATER DEPARTMENT						
43000	Property Taxes Collected	14,224.89	34,412.45	56,385.00	21,972.55	61 %
	Account Group Total:	14,224.89	34,412.45	56,385.00	21,972.55	61 %
46000 Revenues & Interest						
46000	Revenues & Interest	0.00	186.15	186.00	-0.15	100 %
46100	Realized Earnings	0.00	1,304.39	1,304.00	-0.39	100 %
46150	Miscellaneous Income	0.00	16.74	17.00	0.26	98 %
46151	Refund/Adjustments	0.00	733.94	734.00	0.06	100 %
46155	Will Serve Processing Fees	0.00	125.00	125.00	0.00	100 %
	Account Group Total:	0.00	2,366.22	2,366.00	-0.22	100 %
	Fund Total:	77,395.57	412,926.52	843,810.00	430,883.48	49 %
50 WATER DEPARTMENT						
40000						
40440	CDBG Grant	14,321.00	14,321.00	0.00	-14,321.00	** %
	Account Group Total:	14,321.00	14,321.00	0.00	-14,321.00	** %
41000 Water Sales						
41000	Water Sales	53,936.04	407,373.63	722,174.00	314,800.37	56 %
41005	Water Late Charges	1,256.58	68,898.68	4,295.00	-64,603.68	*** %
41010	Water Meter Fees	0.00	-11,042.61	0.00	11,042.61	** %
	Account Group Total:	55,192.62	465,229.70	726,469.00	261,239.30	64 %
43000 Property Taxes Collected						
43000	Property Taxes Collected	0.00	0.00	19,950.00	19,950.00	0 %
	Account Group Total:	0.00	0.00	19,950.00	19,950.00	0 %
44000 Forestry & Fire Protection Reimbursement						
44005	State/Federal Grants	0.00	0.00	30,000.00	30,000.00	0 %
	Account Group Total:	0.00	0.00	30,000.00	30,000.00	0 %
46000 Revenues & Interest						
46000	Revenues & Interest	0.00	179.09	179.00	-0.09	100 %
46150	Miscellaneous Income	0.00	16.74	17.00	0.26	98 %
46151	Refund/Adjustments	0.00	733.94	734.00	0.06	100 %
46152	Recycling	51.48	1,558.66	0.00	-1,558.66	** %
46155	Will Serve Processing Fees	0.00	125.00	125.00	0.00	100 %
	Account Group Total:	51.48	2,613.43	1,055.00	-1,558.43	248 %
	Fund Total:	69,565.10	482,164.13	777,474.00	295,309.87	62 %

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Statement of Revenue Budget vs Actuals
For the Accounting Period: 1 / 19

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Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
60 SOLID WASTE DEPARTMENT						
46000	Revenues & Interest					
46005	Franchise Fees	6,328.13	24,135.38	32,323.00	8,187.62	75 %
	Account Group Total:	6,328.13	24,135.38	32,323.00	8,187.62	75 %
	Fund Total:	6,328.13	24,135.38	32,323.00	8,187.62	75 %
	Grand Total:	298,789.49	1,278,720.38	2,262,656.00	983,935.62	57 %

Fund	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
20 FIRE PROTECTION DEPARTMENT	118,199.73	293,354.13	500,143.00	206,788.87	59 %
30 STREET LIGHTING DEPARTMENT	27,300.96	66,140.22	108,906.00	42,765.78	61 %
40 WASTEWATER DEPARTMENT	77,395.57	412,926.52	843,810.00	430,883.48	49 %
50 WATER DEPARTMENT	69,565.10	482,164.13	777,474.00	295,309.87	62 %
60 SOLID WASTE DEPARTMENT	6,328.13	24,135.38	32,323.00	8,187.62	75 %
Grand Total:	298,789.49	1,278,720.38	2,262,656.00	983,935.62	57 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
20 FIRE PROTECTION DEPARTMENT							
62000 Fire							
62000 Fire							
	105 Salaries and Wages	0.00	34,572.26	66,000.00	66,000.00	31,427.74	52 %
	111 BOD Stipend	0.00	511.50	990.00	990.00	478.50	52 %
	120 Workers' Compensation	0.00	8,019.46	8,000.00	8,019.00	-0.46	100 %
	121 Physicals	0.00	0.00	2,500.00	2,500.00	2,500.00	0 %
	125 Volunteer firefighter stipends	0.00	25,396.48	72,000.00	72,000.00	46,603.52	35 %
	126 Strike Team Pay - VFF	0.00	3,538.56	100,000.00	100,000.00	96,461.44	4 %
	135 Payroll Tax - FICA	0.00	1,766.16	9,000.00	8,000.00	6,233.84	22 %
	140 Payroll Tax - Medicare	0.00	934.06	4,000.00	4,000.00	3,065.94	23 %
	155 Payroll Tax - SUI	0.00	926.35	5,000.00	5,000.00	4,073.65	19 %
	160 Payroll Tax - ETT	0.00	23.15	300.00	300.00	276.85	8 %
	165 Payroll Tax - FUTA	0.00	284.08	7,000.00	284.00	-0.08	100 %
	205 Insurance - Health	0.00	502.20	800.00	1,000.00	497.80	50 %
	210 Insurance - Dental	0.00	131.98	600.00	600.00	468.02	22 %
	215 Insurance - Vision	0.00	21.17	100.00	100.00	78.83	21 %
	225 Retirement - PERS expense	0.00	805.27	1,600.00	1,600.00	794.73	50 %
	305 Operations and maintenance	261.75	1,597.22	6,000.00	6,000.00	4,402.78	27 %
	310 Phone and fax expense	0.00	0.00	800.00	800.00	800.00	0 %
	315 Postage, shipping and freight	0.00	36.75	100.00	100.00	63.25	37 %
	320 Printing and reproduction	0.00	117.48	200.00	200.00	82.52	59 %
	325 Professional svcs - Accounting	658.35	8,765.63	4,950.00	10,000.00	1,234.37	88 %
	327 Professional svcs - Legal (General)	831.87	8,629.92	25,000.00	25,000.00	16,370.08	35 %
	328 Insurance - prop and liability	0.00	11,733.68	12,000.00	11,734.00	0.32	100 %
	331 Professional Services - Legal	0.00	0.00	8,250.00	8,250.00	8,250.00	0 %
	334 Maintenance Agreements	0.00	600.77	0.00	1,000.00	399.23	60 %
	335 Meals - Reimbursement	0.00	50.01	600.00	600.00	549.99	8 %
	340 Meetings and conferences	0.00	0.00	500.00	500.00	500.00	0 %
	345 Mileage expense reimbursement	0.00	239.56	500.00	500.00	260.44	48 %
	350 Repairs and maint - computers	0.00	1,139.74	3,000.00	3,000.00	1,860.26	38 %
	351 Repairs and maint - equip	0.00	2,417.43	8,000.00	8,000.00	5,582.57	30 %
	352 Repairs and maint - structures	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	354 Repairs and maint - vehicles	5,365.79	14,675.32	15,000.00	15,000.00	324.68	98 %
	370 Dispatch services (Fire)	0.00	10,355.38	8,000.00	10,355.00	-0.38	100 %
	375 Internet expenses	103.31	723.17	660.00	660.00	-63.17	110 %
	376 Webpage- Upgrade/Maint	33.00	231.00	400.00	400.00	169.00	58 %
	380 Utilities - alarm service	0.00	0.00	200.00	200.00	200.00	0 %
	381 Utilities - electric	0.00	1,891.65	4,000.00	4,000.00	2,108.35	47 %
	382 Utilities - propane	0.00	66.71	450.00	450.00	383.29	15 %
	385 Dues and subscriptions	0.00	1,968.36	4,000.00	4,000.00	2,031.64	49 %
	386 Education and training	153.02	2,719.04	5,000.00	5,000.00	2,280.96	54 %
	393 Advertising and public notices	0.00	143.90	500.00	500.00	356.10	29 %
	394 LAFCO Allocations	0.00	965.41	1,010.00	965.00	-0.41	100 %
	395 Community Outreach	0.00	1,462.23	1,500.00	1,500.00	37.77	97 %
	405 Software	1,500.00	1,500.00	1,500.00	1,500.00	0.00	100 %
	410 Office Supplies	0.00	101.13	400.00	400.00	298.87	25 %
	450 EMS supplies	0.00	1,187.89	3,500.00	3,500.00	2,312.11	34 %
	455 Fire Safety Gear & Equipment	0.00	903.10	10,000.00	10,000.00	9,096.90	9 %
	456 VFF Assistance Grant	9,641.78	18,177.98	40,000.00	40,000.00	21,822.02	45 %
	465 Cell phones, radios and pagers	0.00	204.00	500.00	500.00	296.00	41 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
20 FIRE PROTECTION DEPARTMENT							
470	Communication equipment	0.00	295.00	3,000.00	3,000.00	2,705.00	10 %
475	Computer supplies and upgrades	1,783.75	2,038.68	3,000.00	3,000.00	961.32	68 %
485	Fuel expense	752.08	4,050.81	6,500.00	6,500.00	2,449.19	62 %
490	Small tools and equipment	0.00	0.00	3,500.00	3,500.00	3,500.00	0 %
495	Uniform expense	344.90	1,110.14	3,500.00	3,500.00	2,389.86	32 %
503	Weed Abatement Costs	0.00	0.00	3,200.00	3,200.00	3,200.00	0 %
505	Fire Training Grounds	0.00	0.00	3,000.00	3,000.00	3,000.00	0 %
510	Fire station addition	2,182.86	2,182.86	10,000.00	10,000.00	7,817.14	22 %
710	County hazmat dues	0.00	2,000.00	2,000.00	2,000.00	0.00	100 %
715	Licenses, permits and fees	65.00	273.25	800.00	800.00	526.75	34 %
960	Property tax expense	0.00	210.70	400.00	211.00	0.30	100 %
	Account Total:	23,677.46	182,198.58	484,310.00	484,718.00	302,519.42	38 %
	Account Group Total:	23,677.46	182,198.58	484,310.00	484,718.00	302,519.42	38 %
	Fund Total:	23,677.46	182,198.58	484,310.00	484,718.00	302,519.42	38 %
30 STREET LIGHTING DEPARTMENT							
62000 Fire							
62000 Fire							
327	Professional svcs - Legal (General)	0.96	0.96	0.00	0.00	-0.96	*** %
	Account Total:	0.96	0.96	0.00	0.00	-0.96	*** %
	Account Group Total:	0.96	0.96	0.00	0.00	-0.96	*** %
63000 Lighting							
63000 Lighting							
105	Salaries and Wages	0.00	4,980.49	10,000.00	10,000.00	5,019.51	50 %
111	BOD Stipend	0.00	93.00	180.00	180.00	87.00	52 %
120	Workers' Compensation	0.00	37.22	200.00	200.00	162.78	19 %
130	Payroll Tax - Fed W/H	0.00	0.00	500.00	500.00	500.00	0 %
135	Payroll Tax - FICA	0.00	0.00	500.00	500.00	500.00	0 %
140	Payroll Tax - Medicare	0.00	83.19	100.00	212.00	128.81	39 %
155	Payroll Tax - SUI	0.00	0.32	100.00	100.00	99.68	0 %
160	Payroll Tax - ETT	0.00	0.01	100.00	100.00	99.99	0 %
165	Payroll Tax - FUTA	0.00	0.22	150.00	0.00	-0.22	*** %
205	Insurance - Health	0.00	373.79	500.00	900.00	526.21	42 %
210	Insurance - Dental	0.00	34.59	75.00	75.00	40.41	46 %
215	Insurance - Vision	0.00	5.48	20.00	20.00	14.52	27 %
225	Retirement - PERS expense	0.00	324.63	500.00	650.00	325.37	50 %
305	Operations and maintenance	0.00	51.60	2,000.00	2,000.00	1,948.40	3 %
310	Phone and fax expense	0.00	0.00	120.00	120.00	120.00	0 %
320	Printing and reproduction	0.00	2.09	100.00	100.00	97.91	2 %
325	Professional svcs - Accounting	119.70	1,597.25	900.00	2,800.00	1,202.75	57 %
327	Professional svcs - Legal (General)	41.99	668.21	4,500.00	4,500.00	3,831.79	15 %
328	Insurance - prop and liability	0.00	413.30	500.00	413.00	-0.30	100 %
331	Professional Services - Legal	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
334	Maintenance Agreements	0.00	109.23	0.00	200.00	90.77	55 %
340	Meetings and conferences	0.00	0.00	350.00	350.00	350.00	0 %
345	Mileage expense reimbursement	0.00	50.81	150.00	150.00	99.19	34 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
30 STREET LIGHTING DEPARTMENT							
	350 Repairs and maint - computers	0.00	168.99	1,000.00	1,000.00	831.01	17 %
	351 Repairs and maint - equip	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	353 Repairs & Maint- Infrastructure	0.00	0.00	24,000.00	24,000.00	24,000.00	0 %
	375 Internet expenses	0.00	0.00	120.00	120.00	120.00	0 %
	376 Webpage- Upgrade/Maint	6.00	42.00	100.00	100.00	58.00	42 %
	381 Utilities - electric	0.00	11,033.36	26,000.00	26,000.00	14,966.64	42 %
	382 Utilities - propane	0.00	12.13	100.00	100.00	87.87	12 %
	385 Dues and subscriptions	0.00	110.61	300.00	300.00	189.39	37 %
	386 Education and training	0.00	31.80	1,500.00	1,500.00	1,468.20	2 %
	393 Advertising and public notices	0.00	3.69	100.00	100.00	96.31	4 %
	394 LAFCO Allocations	0.00	175.53	200.00	176.00	0.47	100 %
	405 Software	0.00	0.00	500.00	500.00	500.00	0 %
	410 Office Supplies	0.00	11.29	0.00	100.00	88.71	11 %
	465 Cell phones, radios and pagers	0.00	48.00	0.00	120.00	72.00	40 %
	475 Computer supplies and upgrades	0.00	46.35	0.00	100.00	53.65	46 %
	485 Fuel expense	0.00	0.00	100.00	100.00	100.00	0 %
	490 Small tools and equipment	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	715 Licenses, permits and fees	0.00	1.75	0.00	0.00	-1.75	*** %
	Account Total:	167.69	20,510.93	79,065.00	81,886.00	61,375.07	25 %
	Account Group Total:	167.69	20,510.93	79,065.00	81,886.00	61,375.07	25 %
	Fund Total:	168.65	20,511.89	79,065.00	81,886.00	61,374.11	25 %
40 WASTEWATER DEPARTMENT							
64000 Sanitary							
64000 Sanitary							
	105 Salaries and Wages	0.00	77,361.89	163,500.00	163,500.00	86,138.11	47 %
	109 Stand-by Hours	0.00	4,471.70	7,500.00	7,500.00	3,028.30	60 %
	111 BOD Stipend	0.00	1,240.00	2,400.00	2,400.00	1,160.00	52 %
	120 Workers' Compensation	0.00	4,922.00	5,000.00	4,922.00	0.00	100 %
	135 Payroll Tax - FICA	0.00	2.57	0.00	25.00	22.43	10 %
	140 Payroll Tax - Medicare	0.00	1,163.92	2,000.00	2,000.00	836.08	58 %
	155 Payroll Tax - SUI	0.00	32.84	1,500.00	1,500.00	1,467.16	2 %
	160 Payroll Tax - ETT	0.00	0.82	200.00	200.00	199.18	0 %
	165 Payroll Tax - FUTA	0.00	20.71	2,000.00	0.00	-20.71	*** %
	205 Insurance - Health	0.00	8,445.71	25,000.00	18,000.00	9,554.29	47 %
	206 Insurance - CalPers Health Retiree	0.00	58.15	0.00	200.00	141.85	29 %
	210 Insurance - Dental	0.00	521.11	1,000.00	1,000.00	478.89	52 %
	215 Insurance - Vision	0.00	83.88	200.00	200.00	116.12	42 %
	225 Retirement - PERS expense	0.00	8,715.26	12,250.00	16,500.00	7,784.74	53 %
	305 Operations and maintenance	118.17	2,332.06	6,000.00	6,000.00	3,667.94	39 %
	310 Phone and fax expense	63.89	540.90	1,200.00	1,200.00	659.10	45 %
	315 Postage, shipping and freight	250.00	1,921.08	3,000.00	4,000.00	2,078.92	48 %
	320 Printing and reproduction	50.05	236.43	600.00	600.00	363.57	39 %
	325 Professional svcs - Accounting	1,596.00	21,250.00	9,000.00	36,000.00	14,750.00	59 %
	326 Professional svcs - Engineering	0.00	3,920.00	24,000.00	12,000.00	8,080.00	33 %
	327 Professional svcs - Legal (General)	824.52	11,210.20	30,000.00	30,000.00	18,789.80	37 %
	328 Insurance - prop and liability	0.00	8,260.99	8,400.00	8,261.00	0.01	100 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
40 WASTEWATER DEPARTMENT							
329	New Hire Screening	0.00	20.00	100.00	100.00	80.00	20 %
330	Contract labor	275.00	1,850.00	5,000.00	5,000.00	3,150.00	37 %
331	Professional Services - Legal	829.27	1,277.52	15,000.00	15,000.00	13,722.48	9 %
334	Maintenance Agreements	32.50	4,381.52	0.00	5,000.00	618.48	88 %
335	Meals - Reimbursement	0.00	0.00	100.00	100.00	100.00	0 %
340	Meetings and conferences	0.00	0.00	750.00	750.00	750.00	0 %
345	Mileage expense reimbursement	0.00	580.70	500.00	500.00	-80.70	116 %
350	Repairs and maint - computers	0.00	2,734.01	3,000.00	3,000.00	265.99	91 %
351	Repairs and maint - equip	0.00	0.00	21,000.00	14,000.00	14,000.00	0 %
352	Repairs and maint - structures	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
353	Repairs & Maint- Infrastructure	0.00	180.00	3,000.00	3,000.00	2,820.00	6 %
354	Repairs and maint - vehicles	65.50	753.50	2,000.00	2,000.00	1,246.50	38 %
355	Testing & Supplies (WWTP)	0.00	1,772.00	12,000.00	12,000.00	10,228.00	15 %
375	Internet expenses	103.31	723.17	1,600.00	1,600.00	876.83	45 %
376	Webpage- Upgrade/Maint	80.00	560.00	0.00	960.00	400.00	58 %
380	Utilities - alarm service	0.00	381.50	1,000.00	1,000.00	618.50	38 %
381	Utilities - electric	0.00	41,809.15	75,000.00	75,000.00	33,190.85	56 %
382	Utilities - propane	0.00	161.73	500.00	500.00	338.27	32 %
383	Utilities - trash	51.99	371.62	650.00	650.00	278.38	57 %
385	Dues and subscriptions	0.00	2,194.80	2,100.00	2,300.00	105.20	95 %
386	Education and training	244.10	789.62	1,500.00	1,500.00	710.38	53 %
393	Advertising and public notices	0.00	69.20	600.00	600.00	530.80	12 %
394	LAFCO Allocations	0.00	2,340.38	2,440.00	2,340.00	-0.38	100 %
395	Community Outreach	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
405	Software	0.00	0.00	6,100.00	0.00	0.00	0 %
410	Office Supplies	275.87	465.47	750.00	750.00	284.53	62 %
432	Utility Rate Design Study	0.00	2,836.85	0.00	2,837.00	0.15	100 %
459	Scada - Maintenance Fees	0.00	54.81	1,000.00	1,000.00	945.19	5 %
465	Cell phones, radios and pagers	0.00	480.00	1,000.00	1,000.00	520.00	48 %
475	Computer supplies and upgrades	0.00	618.02	5,000.00	5,000.00	4,381.98	12 %
485	Fuel expense	108.89	1,236.70	5,500.00	5,500.00	4,263.30	22 %
490	Small tools and equipment	136.84	883.79	6,000.00	4,000.00	3,116.21	22 %
495	Uniform expense	253.22	521.94	750.00	750.00	228.06	70 %
500	Capital Outlay	0.00	44,825.40	0.00	89,650.40	44,825.00	50 %
545	Sewer System Mngmt Plan (SSMP)	0.00	8,388.75	8,500.00	8,389.00	0.25	100 %
570	Repairs, Maint. and Video Sewer Lines	0.00	0.00	16,000.00	2,000.00	2,000.00	0 %
581	WWTP Expansion	0.00	2,582.50	45,000.00	45,000.00	42,417.50	6 %
582	WWTP Plant Maintenance	294.51	1,851.84	12,000.00	12,000.00	10,148.16	15 %
585	Sludge Removal Project	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
586	WWTF Ground Water Recharging Study	0.00	177,750.00	0.00	177,750.00	0.00	100 %
705	Waste Discharge Fees/Permits	0.00	18,633.00	20,000.00	18,633.00	0.00	100 %
715	Licenses, permits and fees	0.00	722.50	1,000.00	1,000.00	277.50	72 %
960	Property tax expense	0.00	17.54	0.00	20.00	2.46	88 %
	Account Total:	5,653.63	481,531.75	588,890.00	845,887.40	364,355.65	57 %
	Account Group Total:	5,653.63	481,531.75	588,890.00	845,887.40	364,355.65	57 %
	Fund Total:	5,653.63	481,531.75	588,890.00	845,887.40	364,355.65	57 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
50 WATER DEPARTMENT							
65000 Water							
65000 Water							
	105 Salaries and Wages	0.00	78,694.63	163,500.00	163,500.00	84,805.37	48 %
	109 Stand-by Hours	0.00	4,471.68	7,500.00	7,500.00	3,028.32	60 %
	111 BOD Stipend	0.00	1,240.00	0.00	2,400.00	1,160.00	52 %
	120 Workers' Compensation	0.00	4,388.16	4,000.00	4,388.00	-0.16	100 %
	135 Payroll Tax - FICA	0.00	2.57	0.00	25.00	22.43	10 %
	140 Payroll Tax - Medicare	0.00	1,178.39	2,500.00	2,500.00	1,321.61	47 %
	155 Payroll Tax - SUI	0.00	34.94	1,500.00	1,500.00	1,465.06	2 %
	160 Payroll Tax - ETT	0.00	0.87	200.00	200.00	199.13	0 %
	165 Payroll Tax - FUTA	0.00	21.86	1,500.00	0.00	-21.86	*** %
	205 Insurance - Health	0.00	7,315.72	25,000.00	18,000.00	10,684.28	41 %
	206 Insurance - CalPers Health Retiree	0.00	58.15	0.00	200.00	141.85	29 %
	210 Insurance - Dental	0.00	528.71	1,200.00	1,200.00	671.29	44 %
	215 Insurance - Vision	0.00	85.12	200.00	200.00	114.88	43 %
	225 Retirement - PERS expense	0.00	8,772.55	12,500.00	16,500.00	7,727.45	53 %
	305 Operations and maintenance	149.58	1,805.12	8,000.00	8,000.00	6,194.88	23 %
	310 Phone and fax expense	63.88	540.88	1,200.00	1,200.00	659.12	45 %
	315 Postage, shipping and freight	250.00	1,935.12	3,000.00	4,000.00	2,064.88	48 %
	320 Printing and reproduction	50.04	236.40	600.00	600.00	363.60	39 %
	324 Professional Svcs- GSA-GSP	0.00	27,506.65	30,000.00	30,000.00	2,493.35	92 %
	325 Professional svcs - Accounting	1,596.00	21,250.00	9,000.00	36,000.00	14,750.00	59 %
	326 Professional svcs - Engineering	0.00	4,690.00	25,000.00	25,000.00	20,310.00	19 %
	327 Professional svcs - Legal (General)	1,303.32	20,092.39	40,000.00	40,000.00	19,907.61	50 %
	328 Insurance - prop and liability	0.00	12,986.27	13,000.00	12,986.00	-0.27	100 %
	329 New Hire Screening	0.00	20.00	150.00	150.00	130.00	13 %
	330 Contract labor	275.00	1,850.00	5,000.00	5,000.00	3,150.00	37 %
	331 Professional Services - Legal	829.27	1,277.52	20,000.00	20,000.00	18,722.48	6 %
	332 Professional Services - Legal	3,309.45	312,784.83	250,000.00	400,000.00	87,215.17	78 %
	334 Maintenance Agreements	32.50	4,381.52	0.00	5,000.00	618.48	88 %
	335 Meals - Reimbursement	0.00	90.92	200.00	200.00	109.08	45 %
	340 Meetings and conferences	0.00	0.00	750.00	750.00	750.00	0 %
	345 Mileage expense reimbursement	0.00	580.70	500.00	500.00	-80.70	116 %
	350 Repairs and maint - computers	0.00	2,734.00	5,000.00	5,000.00	2,266.00	55 %
	351 Repairs and maint - equip	0.00	115.15	4,000.00	2,000.00	1,884.85	6 %
	352 Repairs and maint - structures	0.00	138.04	1,500.00	1,000.00	861.96	14 %
	353 Repairs & Maint- Infrastructure	235.76	6,221.23	30,000.00	30,000.00	23,778.77	21 %
	354 Repairs and maint - vehicles	65.49	753.48	2,000.00	2,000.00	1,246.52	38 %
	356 Testing & Supplies - Well #3 (Water)	45.00	1,181.09	2,500.00	2,500.00	1,318.91	47 %
	357 Testing & Supplies - Well #4 (Water)	45.00	808.09	2,500.00	2,500.00	1,691.91	32 %
	358 Testing & Supplies- SLT Well (Water)	335.00	2,918.97	5,000.00	5,000.00	2,081.03	58 %
	359 Testing & Supplies-Other	245.00	2,975.71	5,000.00	5,000.00	2,024.29	60 %
	362 Cross-Connection Control Srvcs.	0.00	589.00	1,000.00	1,000.00	411.00	59 %
	375 Internet expenses	103.32	723.24	1,600.00	1,600.00	876.76	45 %
	376 Webpage- Upgrade/Maint	80.00	560.00	960.00	960.00	400.00	58 %
	380 Utilities - alarm service	0.00	381.50	1,000.00	1,000.00	618.50	38 %
	381 Utilities - electric	0.00	27,376.15	40,000.00	60,000.00	32,623.85	46 %
	382 Utilities - propane	0.00	161.73	500.00	500.00	338.27	32 %
	383 Utilities - trash	51.99	371.62	650.00	650.00	278.38	57 %
	385 Dues and subscriptions	0.00	2,194.80	3,900.00	2,300.00	105.20	95 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
50 WATER DEPARTMENT							
	386 Education and training	0.00	1,088.97	2,500.00	2,500.00	1,411.03	44 %
	393 Advertising and public notices	0.00	571.20	600.00	1,200.00	628.80	48 %
	394 LAFCO Allocations	0.00	2,340.38	2,440.00	2,340.00	-0.38	100 %
	395 Community Outreach	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
	405 Software	0.00	0.00	6,100.00	0.00	0.00	0 %
	410 Office Supplies	275.87	509.85	500.00	500.00	-9.85	102 %
	415 Office Equipment	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
	431 SLT Blending Line - CDBG Project	7,814.75	9,024.75	0.00	2,000.00	-7,024.75	451 %
	432 Utility Rate Design Study	0.00	2,836.85	0.00	2,837.00	0.15	100 %
	459 Scada - Maintenance Fees	0.00	54.81	1,000.00	1,000.00	945.19	5 %
	465 Cell phones, radios and pagers	0.00	468.00	0.00	500.00	32.00	94 %
	475 Computer supplies and upgrades	0.00	618.02	5,000.00	5,000.00	4,381.98	12 %
	481 Chemicals- Well #3	0.00	1,836.33	3,000.00	3,000.00	1,163.67	61 %
	482 Chemicals-Well #4	0.00	2,377.44	3,000.00	3,000.00	622.56	79 %
	483 Chemicals-SLT Well	0.00	756.64	1,500.00	1,500.00	743.36	50 %
	485 Fuel expense	108.89	1,236.68	4,000.00	4,000.00	2,763.32	31 %
	490 Small tools and equipment	136.84	163.75	6,000.00	3,000.00	2,836.25	5 %
	495 Uniform expense	127.94	396.66	750.00	750.00	353.34	53 %
	520 Water Main Valves Replacement	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	525 Water meter replacement	0.00	11,340.23	15,000.00	15,000.00	3,659.77	76 %
	535 Water Lines Repairs	0.00	1,331.86	30,000.00	20,000.00	18,668.14	7 %
	605 USDA Loan Payment	0.00	-23,788.72	67,000.00	18,000.00	41,788.72	*** %
	715 Licenses, permits and fees	0.00	1,558.50	7,000.00	3,500.00	1,941.50	45 %
	930 Interest Fees	0.00	49,755.52	0.00	49,756.00	0.48	100 %
	940 Bank service charges	0.00	2.82	0.00	0.00	-2.82	*** %
	Account Total:	17,529.89	633,506.01	896,200.00	1,077,592.00	444,085.99	59 %
	Account Group Total:	17,529.89	633,506.01	896,200.00	1,077,592.00	444,085.99	59 %
	Fund Total:	17,529.89	633,506.01	896,200.00	1,077,592.00	444,085.99	59 %
60 SOLID WASTE DEPARTMENT							
66000 SOLID WASTE							
	105 Salaries and Wages	0.00	412.21	4,500.00	4,500.00	4,087.79	9 %
	110 Payroll tax expense	0.00	0.00	400.00	400.00	400.00	0 %
	111 BOD Stipend	0.00	15.50	30.00	30.00	14.50	52 %
	120 Workers' Compensation	0.00	6.20	100.00	100.00	93.80	6 %
	140 Payroll Tax - Medicare	0.00	5.85	400.00	400.00	394.15	1 %
	165 Payroll Tax - FUTA	0.00	0.00	50.00	0.00	0.00	0 %
	205 Insurance - Health	0.00	47.89	500.00	500.00	452.11	10 %
	210 Insurance - Dental	0.00	1.61	50.00	50.00	48.39	3 %
	215 Insurance - Vision	0.00	0.25	0.00	0.00	-0.25	*** %
	225 Retirement - PERS expense	0.00	42.40	500.00	500.00	457.60	8 %
	305 Operations and maintenance	462.15	470.78	200.00	200.00	-270.78	235 %
	310 Phone and fax expense	0.00	0.00	25.00	25.00	25.00	0 %
	320 Printing and reproduction	0.00	0.35	50.00	50.00	49.65	1 %
	325 Professional svcs - Accounting	19.95	262.12	150.00	500.00	237.88	52 %
	327 Professional svcs - Legal (General)	7.00	263.37	5,750.00	5,750.00	5,486.63	5 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
60 SOLID WASTE DEPARTMENT							
	328 Insurance - prop and liability	0.00	68.89	100.00	69.00	0.11	100 %
	331 Professional Services - Legal	0.00	0.00	250.00	250.00	250.00	0 %
	334 Maintenance Agreements	0.00	18.20	0.00	25.00	6.80	73 %
	340 Meetings and conferences	0.00	0.00	200.00	200.00	200.00	0 %
	345 Mileage expense reimbursement	0.00	0.00	50.00	50.00	50.00	0 %
	350 Repairs and maint - computers	0.00	28.15	50.00	100.00	71.85	28 %
	375 Internet expenses	0.00	0.00	25.00	25.00	25.00	0 %
	376 Webpage- Upgrade/Maint	1.00	7.00	15.00	15.00	8.00	47 %
	382 Utilities - propane	0.00	2.02	50.00	50.00	47.98	4 %
	384 Trash Recepticles	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	385 Dues and subscriptions	0.00	18.43	50.00	50.00	31.57	37 %
	386 Education and training	0.00	5.30	250.00	250.00	244.70	2 %
	393 Advertising and public notices	0.00	0.61	500.00	500.00	499.39	0 %
	394 LAFCO Allocations	0.00	29.25	0.00	29.00	-0.25	101 %
	405 Software	0.00	0.00	50.00	50.00	50.00	0 %
	410 Office Supplies	0.00	1.88	0.00	10.00	8.12	19 %
	475 Computer supplies and upgrades	0.00	7.72	0.00	10.00	2.28	77 %
	Account Total:	490.10	1,715.98	16,295.00	16,688.00	14,972.02	10 %
	Account Group Total:	490.10	1,715.98	16,295.00	16,688.00	14,972.02	10 %
	Fund Total:	490.10	1,715.98	16,295.00	16,688.00	14,972.02	10 %
	Grand Total:	47,519.73	1,319,464.21	2,064,760.00	2,506,771.40	1,187,307.19	53 %

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Cash Report
For the Accounting Period: 1/19

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
10 ADMINISTRATION DEPARTMENT						
10200 Operating Cash - Premier	-151,742.52	0.00	0.00	0.00	0.00	-151,742.52
10250 HOB - Payroll	175,812.56	0.00	0.00	0.00	0.00	175,812.56
10350 HOB - Capital Reserve Acct.	9,983.51	0.00	0.00	0.00	0.00	9,983.51
10360 HOB - Capital Projects Acct	-9,983.51	0.00	0.00	0.00	0.00	-9,983.51
Total Fund	24,070.04					24,070.04
20 FIRE PROTECTION DEPARTMENT						
10200 Operating Cash - Premier	397,075.47	118,199.73	0.00	0.00	23,728.28	491,546.92
10250 HOB - Payroll	-59,034.47	0.00	0.00	0.00	0.00	-59,034.47
10260 Pac Western Bank --Vehicle Replm	30,130.01	0.00	0.00	0.00	0.00	30,130.01
10350 HOB - Capital Reserve Acct.	159,192.55	0.00	0.00	0.00	0.00	159,192.55
10360 HOB - Capital Projects Acct	1,650.14	0.00	0.00	0.00	0.00	1,650.14
10460 Cantella & Co. Investment Acct.	22,937.92	0.00	0.00	0.00	0.00	22,937.92
Total Fund	551,951.62	118,199.73			23,728.28	646,423.07
30 STREET LIGHTING DEPARTMENT						
10200 Operating Cash - Premier	358,648.55	27,300.96	0.00	0.00	1,801.52	384,147.99
10250 HOB - Payroll	-3,714.40	0.00	0.00	0.00	0.00	-3,714.40
10260 Pac Western Bank --Vehicle Replm	10,125.06	0.00	0.00	0.00	0.00	10,125.06
10350 HOB - Capital Reserve Acct.	59,672.42	0.00	0.00	0.00	0.00	59,672.42
10360 HOB - Capital Projects Acct	350.03	0.00	0.00	0.00	0.00	350.03
10460 Cantella & Co. Investment Acct.	4,170.53	0.00	0.00	0.00	0.00	4,170.53
Total Fund	429,252.19	27,300.96			1,801.52	454,751.63
40 WASTEWATER DEPARTMENT						
10150 Cash in SLO County	96,941.47	0.00	0.00	0.00	0.00	96,941.47
10200 Operating Cash - Premier	106,309.60	77,004.33	1,943.31	720.23	65,867.05	118,669.96
10250 HOB - Payroll	-74,100.12	0.00	0.00	0.00	0.00	-74,100.12
10260 Pac Western Bank --Vehicle Replm	3,125.84	0.00	0.00	0.00	0.00	3,125.84
10340 HOB Bank Water Projects 6598	41,660.00	0.00	0.00	0.00	0.00	41,660.00
10350 HOB - Capital Reserve Acct.	118,073.74	0.00	0.00	0.00	0.00	118,073.74
10360 HOB - Capital Projects Acct	4,000.34	0.00	0.00	0.00	0.00	4,000.34
10460 Cantella & Co. Investment Acct.	56,911.43	0.00	0.00	0.00	0.00	56,911.43
Total Fund	352,922.30	77,004.33	1,943.31	720.23	65,867.05	365,282.66
50 WATER DEPARTMENT						
10150 Cash in SLO County	67,278.96	0.00	0.00	0.00	0.00	67,278.96
10200 Operating Cash - Premier	-167,080.86	76,828.33	0.00	755.65	27,639.60	-118,647.78
10250 HOB - Payroll	-74,412.87	0.00	0.00	0.00	0.00	-74,412.87
10260 Pac Western Bank --Vehicle Replm	3,127.01	0.00	0.00	0.00	0.00	3,127.01
10340 HOB Bank Water Projects 6598	53,249.88	0.00	0.00	0.00	0.00	53,249.88
10350 HOB - Capital Reserve Acct.	-2,083.89	0.00	0.00	0.00	0.00	-2,083.89
10360 HOB - Capital Projects Acct	3,982.83	0.00	0.00	0.00	0.00	3,982.83
10400 HOB - USDA Reserve	66,903.94	0.00	0.00	0.00	0.00	66,903.94
10460 Cantella & Co. Investment Acct.	55,607.05	0.00	0.00	0.00	0.00	55,607.05
Total Fund	6,572.05	76,828.33		755.65	27,639.60	55,005.13
60 SOLID WASTE DEPARTMENT						
10200 Operating Cash - Premier	90,480.80	6,328.13	0.00	0.00	490.45	96,318.48
10250 HOB - Payroll	-1,001.49	0.00	0.00	0.00	0.00	-1,001.49

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Cash Report
For the Accounting Period: 1/19

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
10460 Cantella & Co. Investment Acct.	695.09	0.00	0.00	0.00	0.00	695.09
Total Fund	90,174.40	6,328.13			490.45	96,012.08
71 PAYROLL CLEARING FUND						
10200 Operating Cash - Premier	55.85	0.00	0.00	0.00	0.00	55.85
10250 HOB - Payroll	59,950.92	0.00	0.00	0.00	0.00	59,950.92
Total Fund	60,006.77					60,006.77
73 CLAIMS CLEARING FUND						
10200 Operating Cash - Premier	878,676.60	0.00	117,583.59	0.00	0.00	996,260.19
Totals	2,393,625.97	305,661.48	119,526.90	1,475.88	119,526.90	2,697,811.57

*** Transfers In and Transfers Out columns should match. There are a couple exceptions to this: 1) Canceled Electronic Checks and 2) Payroll Journal Vouchers that include local deductions set up with receipt accounting. Please see cash reconciliation procedure in manual or call for more details.



San Miguel Community Services District

Board of Directors Staff Report

February 28th, 2019

AGENDA ITEM: XI - 2

SUBJECT: Review and Approve Resolution No. 2019-10 Approving the 2018-19 Investment Policy

RECOMMENDATION:

It is recommended that the Board of Directors adopt Resolution No. 2019-10 approving the annual Investment Policy to comply with the State Government Code.

BACKGROUND:

It came to our attention that this policy has not been update with the 2018-19 Budget. To bring it into compliance the date has been changed to authorize the General Manager authority to manage investments for the remainder of the fiscal year. This Item will be brought annually during the budget process.

An Investment Policy's purpose establishes the cash management and investment guidelines for a public agency. The portfolio, as well as individual transactions, must comply with the applicable California Government Code sections 53600 et seq and the adopted San Miguel Community Services District ("District") Investment Policy. The last time the Board adopted an Investment Policy took place in February 2015 (Resolution 2015-06). In conferring with Mr. Edelman, the financial advisor at Cantella & Co., Inc., he did not believe the 2016 Investment Policy was formally presented for adoption by the District Board.

The focus of the Investment Policy would be on financial assets as accounted for in the annual financial report. The "prudent investor" standard shall be used by the designated representative managing the portfolio which states "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character

and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.”
(Government Code Section 53600.3)

Many agencies have opted to have the annual adoption of an Investment Policy align with the annual budget adoption process, i.e. on a fiscal year basis. The policy, as presented in Exhibit A or the attached resolution, would be in effect until June 2019.

Fiscal Impact:

The primary objectives stated related to investment activity in priority shall be safety, liquidity and return on investment, and as such, there is no specific fiscal impact with Board adoption of this policy. Depending on future investment of idle cash, the District could realize higher rates of investment earnings in the form of interest.

PREPARED BY:

Rob Roberson

Interim General Manager Rob Roberson

Attachment:

Exhibit A: Resolution 2019-10 with Investment Policy

SAN MIGUEL COMMUNITY SERVICES DISTRICT STATEMENT OF INVESTMENT POLICY

Fiscal Year 2018-19

Introduction

The Board of the San Miguel Community Services District (“District”) recognizes its responsibility to properly direct the investments of funds. The purpose of this policy is to provide guidelines for the investment of funds based upon prudent cash management practices and in conformity with all applicable statutes. In instances in which the Policy is more restrictive than Federal or State law, the Policy supersedes.

Section 1. Investments Goals

The District’s investment philosophy sets the tone for its policies, practices, procedures and objectives that control the investment function. The investment of funds will be guided by the primary goals of safety, liquidity, and reasonable market rate of return.

- **Safety** - the District will undertake investments in a manner that ensures the preservation of capital in the overall portfolio.
- **Liquidity** - the District will maintain sufficient cash and short-term investment instruments which together with projected revenues which will cover the District’s cash flow needs
- **Reasonable Market Rate of Return** - the investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

Section 2. Standard of Prudence

The standard of prudence to be used by investment officials shall be the "prudent investor" standard and shall be applied in the context of managing an overall portfolio. The “prudent investor” standard states that:

“When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.”

Section 3. Delegation of Authority

The Board’s primary responsibilities over the investment function includes establishing investment policies, annually reviewing such policies, and authorizing any deviations from the District’s investment policies. **The Board hereby delegate(s) investment authority to the General Manager (“Manager”) for a period of one year.**

Section 4. Authorized Financial Dealers and Institutions

A list of approved financial institutions authorized to provide investment services to the District in the State of California will be maintained by District staff. These may include “primary” dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1. An annual review of the financial condition and registrations of qualified bidders will be conducted by the Manager or his/her designee. A current audited financial statement is required to be accessible for each financial institution and broker/dealer with which the District invests. All financial institutions which desire to become qualified bidders for investment transactions must supply the Manager with proof of FINRA registration and a statement certifying that the institution has reviewed the California Government Code Section 53600 *et seq.* and the Board’s Investment policy and that all securities offered shall comply fully and in every instance with all provisions of the California Government Code.

Section 5. Strategy

Passive investing – Given the absence of staff dedicated to investment analysis, the District will passively manage the portfolio and avoid medium to long-term investments, thereby diminishing the need for credit monitoring.

Diversification – Staff will maintain diversified call provisions rather than anticipate market conditions. Staff will diversify timing of trading and maintain diversification by type within the constraints of other provisions of this policy.

Minimum liquidity and debt considerations – A portion of the portfolio with maturities of no more than three months shall be maintained in excess of the Board established operating reserve. A portion of the portfolio with maturities of no more than one year shall be maintained in excess of the Board established operating reserve. Staff will also consider that too much liquidity is a risk and invest to ladder maturities when possible.

Section 6. Restrictions on Allowable Investments

The maximum maturity of any specific investment will not exceed the maturity limit established by this policy or expressly permitted by the District. State statutory limits will be followed unless the District maturity limits are more restrictive.

The investments made by the District will have the quality standards set forth by the Government Code. This policy sets forth investment quality standards that may be higher than those in the Government Code. When a difference in quality standard occurs, the higher quality standard will be adhered to.

All bank deposits will be FDIC insured or deposited with institutions which comply with the State collateral requirements for public funds. Certificate of deposits will not be placed with an institution once it has received a cease and desist order from any bank regulatory agency.

Section 7. General Portfolio Allowable Investments with Quality and Limit Guidelines

The California Government Code sections 53600 et seq. govern the allowable investments a local government agency can enter into. The Government Code requirements are a starting point for establishing the District quality standards, percentage limits and maturity levels. Presently, this policy exceeds the standards set forth by the State. In the event the Government Code becomes more restrictive than this policy, the Government Code restrictions shall prevail. Where this Policy specifies a percentage limitation for a particular security type or issuer, that percentage is applicable at the time the security is purchased. Credit criteria listed in this section refers to the credit rating at the time the security is purchased.

Investment Type	Maximum Maturity	Maximum Specified % of Portfolio	Minimum Quality Requirements
U.S. Treasury bills, notes & bonds	5 Years	None	Not applicable
Government Agency Securities, including Fed. agency obligations & federally sponsored enterprises	5 Years	None	Not applicable
Calif. Local Agency Investment Fund (LAIF)	No	\$65 million	Not applicable
Bankers Acceptances	180 days	40%	A-1 or higher
Commercial Paper	270 days	25-40%	Highest letter & number rating by an NRSRO
Medium Term Notes	5 years	30% 5% issuer limit	“A” rating category or its equivalent or better
Certificates of Deposit (Negotiable)	5 years	30% 5% issuer limit	“A” rating category or its equivalent or better
Certificates of Deposit (Non-negotiable)	5 years	None \$250,000 limit	Top 25% of peer group independently rated
Money market mutual funds	Not applicable	20% No back loaded	Highest letter & number rating by an NRSRO
Bonds, notes or other indebtedness of the State of California or local agencies in California	5 years	None 5% issuer limit	None
Bonds, notes or other indebtedness of the other 49 states	5 years	None 5% issuer limit	None

Section 8. Prohibited Investment Transactions and Derivatives

The Government Code specifically prohibits certain types of investment instruments for municipalities. In addition to those prohibitions, the following investments are not permitted: reverse repurchase agreements, collateralized mortgage obligations, commodities, common stock, corporate bonds of 5 years or more, and foreign currency.

Section 9. Reporting and Miscellaneous

The Manager, or his/her designees, may maintain one or more accounts with reputable investment security dealers or brokers with which investment transactions are to be conducted. Investments may be

held in safekeeping at a designated financial institution where the District has established a safekeeping account.

Pursuant to Government Code Section 53646, a monthly report shall be submitted to the Board of Directors within 30 days following the end of the month covered by the report and a quarterly report shall be submitted. The quarterly report shall include:

- * the type of investment
- * the issuer of the investment
- * maturity date
- * coupon, discount and/or yield rate
- * paramount, dollar amount invested and market value of the investment
- * percentage of the portfolio represented by each investment

The report shall also note whether the portfolio is in compliance or the manner in which the portfolio is in non-compliance. The report shall include a statement regarding the ability of the District to meet its expenditure requirements for the next six months.

The investment policy applies to all financial assets held by the District except employee deferred compensation plans, funds held in trust with the District with specific investments instructions, and any funds held in employee pension plans. The primary guiding investment policy for any bond proceeds will be dictated by the bond documents governing such funds as long as the documents are approved by the District Board.

The Board of Directors may meet on a quarterly basis with District staff to review District investments and to review market conditions.

Section 12. Conflicts of Interest

Elected officials and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment function or which may impair their ability to make impartial investment decisions. Employees and investment officials shall subordinate their personal investment transactions to those of the District.

Section 13. Glossary of Terms

Terms that are used in this Policy or frequently used in connection with the investments made by public agencies are defined in the attached Appendix.

APPENDIX - GLOSSARY OF TERMS

Accrued Interest - Interest earned but not yet received.

Active Deposits - Funds which are immediately required for disbursement.

Amortization - An accounting practice of gradually decreasing (increasing) an asset's book value by spreading its depreciation (accretion) over a period of time.

Arbitrage – Transactions by which securities are bought and sold in different markets at the same time for the sake of the profit arising from a yield difference in the two markets.

Asked Price - The price a broker dealer offers to sell securities.

Bankers' Acceptance (BA) - A draft or bill of exchange accepted by a bank or a trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

Basis Point - One basis point is one hundredth of one percent (.01%).

Bid Price - The price a broker dealer offers to purchase securities.

Bond - A financial obligation for which the issuer promises to pay the bondholder a specified stream of future cash flows, including periodic interest payments and a principal repayment.

Book Value - The value at which a debt security is shown on the holder's balance sheet. Book value is acquisition cost less amortization of premium or accretion of discount.

Broker - A broker brings buyers and sellers together for a commission. He does not take a position.

Callable Securities – Bonds that the issuer has the right to redeem prior to maturity under certain, specified conditions.

Certificate of Deposit - A deposit insured by the FDIC at a set rate for a specified period of time.

Collateral - Securities, evidence of deposit or pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposit of public monies.

Commercial Paper – Short-term, negotiable unsecured promissory notes of corporations.

Corporate Notes - Obligations issued by corporations bearing interest and return of principal at maturing.

Coupon - The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value.

Credit Analysis - A critical review and appraisal of the economic and financial conditions or of the ability to meet debt obligations.

Current Yield - The interest paid on an investment expressed as a percentage of the current price of the security.

Dealer - A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Discount - The difference between the cost of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

Discount Securities - Non-interest-bearing money market instruments that are issued at a discount and redeemed at maturity for full face value (e.g., U. S. Treasury Bills).

Diversification - Dividing investment funds among a variety of securities offering independent returns and risk profiles. The technique is used to minimize risk to the District's portfolio.

Fannie Mae - Trade name for the Federal National Mortgage Association (FNMA), a U. S. sponsored corporation.

Federal Deposit Insurance Corporation (FDIC) - A federal agency that insures bank deposits, currently up to \$250,000.

Federal Funds Rate - The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

Federal Home Loan Banks (FHLB) - The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis a vis member commercial bank.

Federal Reserve System - The central bank of the U.S. which consists of a seven-member Board of Governors, 12 regional banks, and 5,700 commercial banks that are members.

Freddie Mac - Trade name for the Federal Home Loan Mortgage Corporation (FHLMC), a U.S. sponsored corporation.

Ginnie Mae - Trade name for the Government National Mortgage Association (GNMA), a direct obligation bearing the full faith and credit of the U. S. Government.

Interest Rate - The annual yield earned on an investment, expressed as a percentage.

Investment Agreements - An agreement with a financial institution to borrow public funds subject to certain negotiated terms and conditions concerning collateral, liquidity and interest rates.

Liquidity - Refers to the ability to rapidly convert an investment into cash. A liquid asset is one that can be converted easily and rapidly to cash without a substantial loss of value.

Local Government Investment Pool - The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment. In California, the pool is called the Local Agency Investment Fund (LAIF).

Market Value - The price at which a security is trading and could presumably be purchased or sold.

Mark-to-Market – Adjustment of an account or portfolio to reflect actual market price rather than book price, purchase price or some other valuation. Adjustment is required under GASB #31 for reporting purposes.

Maturity - The date upon which the principal or stated value of an investment becomes due and payable.

Money Market - The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

Par Value – The amount of principal which must be paid at maturity. Also referred to as the face amount of the bond, normally quoted in \$1,000 increments per bond.

Portfolio - Collection of securities held by an investor. The purpose of a portfolio is to reduce risk by diversification.

Primary Dealer - A group of government securities dealers that submit daily reports of market activity and security positions held to the Federal Reserve Bank of New York and are subject to its informal oversight.

Principal – The face value or par value of a debt instrument, or the amount of capital invested in a given security.

Prudent Investor Standard – A standard of conduct where a person acts with care, skill, prudence and diligence when investment, reinvesting, purchasing, acquiring, exchanging, selling, and managing funds. The test of whether the standard is being met is if a prudent person acting in a similar situation would engage in similar conduct to ensure that investments safeguard principal and maintain liquidity.

Purchase Date - The date in which a security is purchased for settlement on that or a later date.

Rate of Return - The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Rating – The designation used by investor services to rate the quality of a security's creditworthiness.

Repurchase Agreement (REPO) - A transaction where the seller (bank) agrees to buy back from the buyer (District) the securities at an agreed upon price after a stated period of time. The buyer in effect lends the seller money for the period of this agreement, and the terms of the agreement are structured to compensate the buyer for this.

Risk - Degree of uncertainty of return on an asset.

Secondary Market - A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities and Exchange Commission (SEC) - Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Settlement Date - The date on which a trade is cleared by delivery of securities against funds.

Treasury Bills - U. S. Treasury Bills which are short-term, direct obligations of the U. S. Government issued with original maturities of 13 weeks, 26 weeks, and 52 weeks; sold in minimum amounts of \$10,000 in multiples \$5,000 above the minimum. Issued in book entry form only. T-bills are sold on a discount basis.

Treasury Bond - Long-term U. S. Treasury securities having initial maturities of more than 10 years.

Treasury Notes - Intermediate-term coupon bearing U. S. securities having maturities from one year to ten years.

Weighted Average Maturity (WAM) – The average maturity of all the securities that comprise a portfolio that is typically expressed in days or years.

Yield - The rate of annual income return on an investment, expressed as a percentage. It is obtained by dividing the current dollar income by the current market price of the security.

Yield to Maturity - The rate of income return on an investment, minus any premium above par or plus any discount with the adjustment spread over the period from the date of the purchase to the date of maturity of the bond.

Yield Curve - The yield on bonds, notes or bills of the same type and credit risk at a specific date for maturities up to thirty years.

RESOLUTION NO. 2019-10

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT (SMCSD) APPROVING THE
FOR 2018-19 INVESTMENT POLICY**

WHEREAS, San Miguel Community Services District (“District”) is a community services district formed under California Government Code Section 61000 et. Seq. to provide community services within the District’s service area, including water, sewer, lighting, solid waste, and fire protection services; and

WHEREAS, the District is bound by State law to invest District Funds within specific guidelines as allowed by State statute and the District’s annual Investment Policy and changes have been made to the policy (Exhibit A) including recommending that the policy should be adopted on a fiscal year basis; and

WHEREAS, it remains the intention of the District Board to delegate investment authority of funds to the General Manager, who may assign a designee to perform this function.

NOW THEREFORE, BE IT RESOLVED, the Board does, hereby, adopt this Resolution approving the District’s 2017-18 2018-19 annual investment policy.

On the motion of Director _____ seconded by Director _____ and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing Resolution is hereby passed and adopted this 28th day of February 2018.

John Green, President Board of Directors

ATTEST:

APPROVED AS TO FORM:

Rob Roberson, General Manager

Doug White, District General Counsel



San Miguel Community Services District

Board of Directors Staff Report

February 28, 2019

AGENDA ITEM: XI-3

SUBJECT: Review and Discuss changes recommended by the Ad-Hoc Personnel Committee of the District Personnel Guidelines & Policy Manual, previously adopted by the Board September 15, 2016 and hear any Board recommendations.

RECOMMENDATION:

Review Chapters 5-15 of the recommended changes to the Personnel Rules and provide direction to the Personnel Committee for any revisions.

BACKGROUND:

On February 20, 2019, the San Miguel Community Services District's ("District") Personnel Committee met with the Interim General Manager, General Counsel, and staff to discuss revisions to Chapters 5-15 of the current Personnel Rules. The purpose of the meeting was to ensure that Chapters 5-15 of the Personnel Rules accurately state the District's current practices as it pertains to the administration of District policies and practices, etc.

The Personnel Committee was not tasked with changing any benefits or current practices at this time.

The Personnel Committee has attached a redlined document for the Board of Director's consideration for changes and additional input to ensure that the document accurately reflects the District's current practices.

FISCAL IMPACT: None.

STAFF RECOMMENDATION: Staff recommends that the Board review Chapters 5-15 of the recommended changes to the Personnel Rules and provide direction to the Personnel Committee for any revisions.

PREPARED BY:

Douglas L. White, District General Counsel

{CW074068.1}

**SAN MIGUEL COMMUNITY
SERVICES DISTRICT**



**PERSONNEL GUIDELINES
AND POLICIES**

Adopted: ~~September 15, 2016~~ MONTH XX, 2019

Resolution: 2016-30

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San Miguel Community Services District

Personnel Guidelines and Policy Manual

Chapter 1: Introduction

The San Miguel Community Services District (“District”) expects every District employee to be thoroughly familiar with, and to comply with these Personnel Guidelines and Policy Manual (“Guidelines”).

1.1 Disclaimer

The Guidelines do not represent a contract, nor should they be relied upon as binding promises made by the District. The District reserves the right to change, add to, or rescind any of the guidelines or policies after fulfilling its legally required meet and confer obligation with any District-recognized employee organization, as well as the right to determine their meaning, purposes, and effect.

1.2 Purpose and Scope of Guidelines

These Guidelines are intended to inform employees of the District’s position on basic employment-related subjects. They are not all-inclusive, but address those general topics most likely to be of interest to employees in the course of ordinary, day-to-day operations of the District. The Guidelines are to be used as a reference by employees and supervisors.

Guidance to Reader: These Guidelines apply to all employees of the District. An employee who fails to comply with one or more Guidelines may be subjected to disciplinary procedures as specified herein, up to and including termination.

1.3 Equal Employment Opportunity Policy

The District’s employment decisions are based on merit, qualifications, and the legitimate business-related needs of the District. The District does not discriminate against its employees or applicants because of race, color, religion, sex, pregnancy, national origin or citizenship, ancestry, age, marital status, registered domestic partner status, mental or physical disability, political affiliation, medical condition, sexual orientation, gender identity or gender expression, veteran status, genetic information, or any other basis protected by law. Equal employment opportunity is extended by the District to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, training, promotion, discipline, layoff, and termination.

1.4 Conflict with Other Policies

If a provision of these Guidelines conflicts with any provision of an applicable collective bargaining agreement entered into by the District and a recognized employee organization,

to the extent of such conflict, the provision of the collective bargaining agreement shall prevail.

1.5 Severability

If any section, subsection, sentence, clause, or phrase of these Guidelines is for any reason held illegal, invalid, or unconstitutional by decisions of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

1.6 Amendment of Policies

The General Manager ~~or his or her designee~~ may, at any time, make recommendations for the amendment and revision of these Guidelines to the Board of Directors (“Board”). However, amendments and revisions that fall within the scope of representation shall not be approved by the Board until after meeting and conferring in good faith with representatives of recognized employee organizations representing employees of the District.

1.7 Employment Constitutes Acceptance of Rules

In accepting employment with the District, each employee agrees to be governed by and to comply with the Guidelines and rules established by the General Manager pursuant thereto, and rules, regulations, and directives of the department in which employee is employed. Each employee will receive a copy of these Guidelines and are expected to read and be familiar with its contents and provisions and shall sign the “Acknowledgement of Receipt” form acknowledging acceptance.

All employees holding a position with the District on the effective date of these Guidelines shall thereafter be subject in all respect to the provisions herein except where excluded from coverage.

Chapter 2: Employment Practices

2.1 Classification of Employees

2.1.1 Probationary Employees – All District employees are considered probationary employees from their date of hire until the completion of twelve (12) months of service with the District. These employees are entitled to accrue vacation, sick leave, comp time off and health benefits from date of hire and entitled to use sick leave with General Manager approval from date of hire. Vacation leave is accrued from date of hire but may be only used after six (6) months of employment. Temporary employees who are later hired as regular District employees shall begin their probationary period starting from their first day of regular, non-temporary employment. The General Manager, in conjunction with the employee's supervisor may elect to extend the probationary period for any employee up to an additional three (3) months.

2.1.2 Regular Part-time Employees – Employees, who have served the required probationary period satisfactorily, are not temporary employees, and are regularly scheduled to work fewer than forty (40) hours per week in an established position on a year-round basis are regular part-time employees.

2.1.3 Regular Full-time Employees — Regular full-time employees are those who are regularly scheduled to work at least forty (40) hours per week, are not temporary employees, and who have successfully completed the probationary period.

2.1.4 Temporary Employees — Employees serving in a position in which the requirements of their services are temporary in nature are temporary employees. A temporary employee shall not work more than 1,000 hours in a fiscal year. This classification includes, but is not limited to, personnel employed for the following: seasonal workloads and emergency extra workloads. Temporary employees are not eligible for any employee benefits, except as required by law. A temporary employee may take time off without pay with the approval of his or her supervisor or General Manager and shall be permitted to take time off for the District-recognized holidays without pay.

2.1.5 Exempt Employee — An employee who is exempt from the minimum wage and overtime requirements of the Federal Fair Labor Standard Act (“FLSA”). To be considered "exempt," an employee must work in a bona fide executive, administrative, or professional capacity and be paid on a salary basis as required by the FLSA. These positions shall be so designated in the classification plan.

2.1.6 Non-Exempt Employee — An employee who is not a bona fide executive, administrative, or professional employee as defined by the FLSA. Non-exempt employees earn overtime pay in accordance with the overtime requirements of the FLSA.

2.2 Recruitment

2.2.1 Announcement

All recruitments for classification vacancies within the District shall be publicized by such methods as the General Manager deems appropriate, consistent with District standards. Special recruiting shall be conducted, if necessary, to ensure that all segments of the community are aware of the forthcoming examination(s). Announcements shall specify the title and compensation of the classification; the nature of the work to be performed delineating the essential and marginal functions of the job; the minimum qualifications for the classification; the manner of making application; the examination components; and other pertinent information.

2.2.2 Applications

Every applicant for examination shall file a formal, signed District employment application. Other methods of acceptable application due to an applicant's disability will be considered. Application forms shall require information covering training, experience, and other pertinent information as required by the General Manager. The General Manager may also require applicants to submit additional job related information.

2.2.3 Examinations

Examinations for the establishment of eligibility lists shall be competitive and by such character shall test and determine the qualifications, fitness, and ability of applicants to perform the essential functions of the classifications for which they seek appointment.

The examination may include an investigation of character, personality, education, experience, criminal history, credit bureau, drug & alcohol and any tests of intelligence, capacity, technical knowledge, manual skill, or job-related physical fitness that the General Manager deems appropriate.

The General Manager shall designate the procedure, time, place, and type of examination, the conditions under which it may be conducted, and the individual or competent agency who will conduct the examination. The District will make every reasonable effort to accommodate disabled applicants in the administration of employment tests in accordance with applicable law. Examinations may be promotional, open, or continuous as directed by the General Manager. In making a decision regarding the type of examination, the General Manager will consider the availability of qualified interested personnel in the District workforce, the

possible Affirmative Action implications, and the need for expediency in filling the position.

2.2.3.1 Open/Promotional Examinations

Any person who meets the requirements set forth in the open/promotional examination announcement may compete in open/promotional examinations. The General Manager may adopt and implement objective standards to initially screen applications in order to reduce the number of applicants to a manageable size.

2.2.3.2 Promotional Examinations

Regular and non-regular employees, except temporary employees, who meet the requirements set forth in the promotional examination announcement may compete in a promotional examination announcement.

2.2.3.3 Continuous Examinations

Continuous examinations may be administered periodically for a single classification. Names shall be placed on eligibility lists and shall remain on such lists as prescribed in Section 2.2.4.

2.2.4 Eligibility Lists

2.2.4.1 Establishment

As soon as possible after the completion of an examination, the General Manager shall prepare and maintain an eligibility list consisting of the names of the applicants or employees who qualified in the examination. The names on the list shall be in order based on each applicant's competitive score for the examination process, with the highest score being first on the list. Each applicant or employee shall be given notice of the results of his or her examination and ranking on the eligibility list.

Applicants on the eligibility list for a particular classification may be certified by the General Manager for consideration to hire for a classification in an equal or lower salary range in the event that an eligibility list for that classification does not exist, provided that the applicant is qualified. This may be done only with the approval of the General Manager. Applicants will not be removed from the eligibility list pursuant to Section 2.2.4.3 if they refuse to accept employment in the lower classification.

2.2.4.2 Duration of Lists

All eligibility lists shall remain in effect until exhausted or abolished by the General Manager for due cause. As a general policy, eligibility lists shall remain in effect for not more than one (1) year. Eligibility lists may remain in effect for more than one (1) year at the General Manager's discretion.

The General Manager may abolish eligibility lists with three (3) names or less before the one (1) year expires.

2.2.4.3 Removal of Names from Eligibility Lists

The General Manager may remove a name of any eligible candidate appearing on an eligibility list if:

- The eligible candidate requests that his or her name be removed;
- The eligible candidate fails to provide notification of a change in address;
- The eligible candidate fails to attend a scheduled interview;
- The eligible candidate declined an interview on two (2) occasions;
- The eligible candidate declined an offer of employment;
- The eligible candidate was on an eligibility list as a result of a promotional examination and has subsequently left District employment; or
- The eligible candidate was on a list for a specialized classification within one department of the District and was determined to be unsuitable by the Department head.

2.2.4.4 Disqualification

At any point in the recruitment and selection process, the General Manager may refuse to declare an applicant an eligible candidate, or may withhold or withdraw from certification, prior to appointment by the General Manager, anyone who:

- Has failed to provide proof for any of the requirements established in the announcement for the classification for which he or she applied;
- Has been convicted of a felony of such a nature as to have an adverse effect on the candidate's ability to perform the duties of the position;
- Has a history of dismissal from any position in public or private service for any cause which would be a cause for dismissal from District employment;
- Has practiced or attempted to practice any deception or fraud in his or her application, examination, or in securing eligibility; or
- Is otherwise not qualified for employment with the District.

2.3 Hiring

Decisions regarding employment are based upon an individual's qualifications for the applicable position as described below.

2.3.1 Vacancies — Employees of the District are encouraged to apply for any vacant positions for which they are qualified. The District awards vacant positions to the applicants who are best suited to meet the needs of the District, regardless of whether the applicant is a current District employee or not.

If a vacancy is awarded to a current regular employee, that employee shall serve a six (6) month probationary period in that position with continued benefits for health care, sick leave, vacation and comp time-off. Within three (3) months of the move to the vacant position, the employee may return to their previous position with written notice to, and approval by the General Manager, so long as the position has not been filled.

2.3.2 Selection of employees — All persons considered for employment with the District shall be qualified to perform the duties of the position for which they are employed. Before reporting for their first day of work, employees ~~may~~ shall be required to undergo a medical examination and drug/alcohol testing, which confirms their ability to perform the essential functions of the job. All persons considered for employment shall also be required to submit to a background check through the Department of Justice. If an applicant is applying for a position with the District, which requires driving a District vehicle, that applicant shall also submit a Department of Motor Vehicles report with his or her application.

Upon completion of such evaluation, the Board will be notified of final applicants, and the General Manager, or designee, shall select the applicant to be employed to fill the position opening, and shall promptly notify the Board of Directors of the name of the person selected. The Board of Directors shall review and approve such selection.

2.3.2.1 Citizenship Verification — All employees must provide necessary documentation to prove identity and their right to work in the United States in accordance with Federal and State Immigration and Naturalization laws. Failure to provide such documentation will result in disqualification from selection or immediate termination.

2.3.3 Probationary Period — The purpose of the probationary period is to give the District and the new employee the opportunity to determine whether employment relationship suits both parties. New employees may be eligible for health benefits under the Affordable Care Act after ninety (90) days of employment,

if not enrolled in the District's health care coverage. During the probationary period, the District evaluates the employee's job performance, and it is expected that the employee will use this time period to determine whether the District employment is satisfactory to him or her. Generally, employee evaluations may be performed at three (3) months and/or six (6) months after the date of hire and shall be performed at the end of the twelve (12) month probationary period. The employee's supervisor will conduct a written performance evaluation to ascertain the advisability of continued employment on a regular basis. However, written evaluations may be done at any time during the probationary period if determined to be necessary by the Supervisor or the General Manager.

Regardless of whether the supervisor completes a written performance evaluation, probationary employees are at-will and the District retains the right to terminate employment with or without cause, during the probationary period, in accordance with California law. Similarly, the probationary employee can end his or her employment at any time with at least two (2) weeks' written notice.

New employees hired for regular positions serve a probationary period of twelve (12) months, commencing with their first day of employment. The General Manager, in conjunction with the employee's supervisor or Department Head, may extend the probationary period one ~~or more~~ times if it is determined that such an extension is appropriate. The status of regular employment following the probationary period shall only occur after a successful evaluation has taken place, and only if confirmed in writing by the District.

2.4 Promotion

All regular employees of the District are eligible to apply and be considered for promotions for which they are qualified. An employee who is promoted shall serve a six (6) month probationary period in his or her new position.

2.5 Nepotism

2.5.1 Definitions:

2.5.1.1 "Relative" means spouse, registered domestic partner, child, stepchild, step-sibling, parent, step-parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, cousin, niece, nephew, or in-laws of those enumerated by marriage or domestic partnership.

2.5.1.2 "Spouses" means two persons who have a valid marriage or two people who are registered domestic partners.

2.5.1.3 "Supervisory relationship" means one in which one employee exercises the right to control, direct, reward, or punish another employee by

virtue of the duties and responsibilities assigned to his or her District appointment.

2.5.2 Policy as to Relatives

The General Manager has discretion not to appoint, promote or transfer a person to a position within the same department in which the person's relative already holds a position, when such employment would result in any of the following:

- Create a direct or indirect supervisory relationship;
- The two employees having job duties, which require performance of shared duties on the same or related work assignment;
- Both employees having the same immediate supervisor; or

A potential for creating an adverse impact on supervision, safety, security, morale, or efficiency that is greater for relatives than for unrelated persons.

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2.5.3 Policy as to Employees Who Become Spouses or Domestic Partners

— If two District employees, who work in the same department, become spouses or become domestic partners, the Department Head has discretion to transfer one of the employees to a similar position in another department with General Manager approval. Although the wishes of the employees in question will be given consideration, the Department Heads retains sole discretion to determine which employee is to be transferred based upon District needs, operations, or efficiency. Notwithstanding any provision in these Guidelines, any such transfer that results in a salary reduction is not disciplinary and is not subject to any grievance or appeal.

If continuing employment of both employees cannot be accommodated in a manner that Department Head finds to be consistent with the District's interest in the promotion of safety, security, morale, and efficiency, then the Department Head retains sole discretion to separate one employee from District employment. Absent the voluntary resignation of one employee, the less senior employee will be separated, with at least thirty (30) days' notice to attain new employment, unless the employee is in violation of any of these policies as outlined in Chapter 10 of these Guidelines. Notwithstanding any provision in these Policies, any such separation is not considered to be disciplinary and is not subject to any grievance or appeal.

2.6 Employee Evaluations

In order to provide employees with information concerning their employment progress and to identify areas to improve job performance, the employee's supervisor and General Manager will conduct formal written employee evaluations at least once per year, preferably using the employee's hire date anniversary is desired for an annual evaluation,

Generally, employee evaluations may be performed at three (3) months and/or six (6) months after date of hire and shall be performed near the end of the twelve (12) month probationary period. In the event that an employee's supervisor or the General Manager determines that a regular part-time or regular full-time employee's job performance has not improved after receiving a written evaluation, the supervisor or the General Manager may elect to establish a performance improvement plan ("PIP"), also known as a performance action plan to provide an employee the opportunity to succeed while still being held accountable for past performance. A PIP shall be used to address either failures to meet specific job performance-related or behavior-related issues. ~~A PIP format and content shall conform to the guidelines provided in Exhibit "A" attached to this Policy Manual.~~

2.6.1 Ratings

Performance evaluations shall be in writing on forms prescribed by the General Manager or his or her designee. The evaluation shall provide recognition for effective performance and also identify areas that need improvement. All evaluations will have an overall evaluation of Unsatisfactory, Improvement Needed, Satisfactory, Above Satisfactory, or Outstanding.

- Unsatisfactory Work is well below the standard expected of a competent worker in that job position, a majority of the time. Unsatisfactory ratings must be substantiated in a written statement by the evaluator.
- Improvement Needed performance is frequently less than the standard expected of a competent worker in that job position, and improvable with additional training, experience, or effort.
- Satisfactory Work performance consistently meets the standard expected of a competent worker in that job position.
- Above Satisfactory Work performance is generally above the standard expected of a competent worker in that job position, a majority of the time.
- Outstanding Work performance is consistently and distinctly well above the standard expected of a competent worker in that job position; performance is superior. Outstanding ratings must be substantiated in a written statement by the evaluator.

2.6.2 Evaluation Procedure

The performance evaluation must be signed by the evaluator and discussed with the employee. Unscheduled performance evaluations may be made at the discretion of the General Manager or his or her designee.

Performance evaluations can be appealed to the General Manager as outlined in the Grievance Procedure in Chapter 11 of these Guidelines. Employee evaluation grievances will only be considered by the General Manager; they will not be heard by the Board. The General Manager may only modify employee evaluations if there is a compelling reason to do so, ~~and that reason will be~~ must be clearly stated on the modified evaluation.

2.7 Training, Certification and Education

It is the employee's responsibility to maintain all appropriate or required licenses and certificates for his or her position. District will not pay for courses, credentials, licenses or certificates not required for an employee's duty position. If an employee loses a required license or certificate, he or she may be subject to discipline that may include demotion or termination.

The District supports education and training programs that improve the skills, qualifications, performance, and proficiency of the District employees. In addition, some of the positions within the District require employees to possess certifications. It is each employee's responsibility to maintain state-mandated certificates or credentials necessary to the employee's job assignment. The District will cover or reimburse ~~class costs of any required education and testing required to maintain job required certification, and tests after successful completion of course or class and cost receipts are submitted for reimbursement.~~ If an employee fails a course and/or test required for certification then they will generally be responsible for all costs to re-take the course and/or tests.

Where the District requires the employee to take training or where the employee is required by his or her position to maintain certification, employee shall submit a written request for training or certification to the employee's Department Head, who shall then notify the General Manager or his or her direct supervisor of the required training.

2.8 Outside Employment

Any regular employee, who desires to engage in outside employment, shall first obtain a non-District conflict job approval from his or her supervisor or General Manager. The employee shall submit a statement to his or her ~~supervisor-Department Head or and~~ General Manager naming the prospective employer, his address and telephone number, and outlining the proposed duties and hours of work. Approval may be denied if, in the opinion of the supervisor or General Manager, such outside employment is incompatible with the proper discharge of the employee's official duties. All such approvals shall be subject to renewal by the General Manager, and shall be re-submitted prior to January 10th each year to maintain a valid, continuous authorization, or any time there is a change in employment or duties.

Any violations of this section shall constitute sufficient grounds for disciplinary action, up to and including dismissal.

2.9 Job Descriptions and Duty Statements

It is the District's responsibility to develop and maintain job descriptions for each position within a table of organization established by the Board of Directors.

Exhibit "B", incorporated herein by reference, shall provide a listing of said descriptions by position and also provides a compensation schedule by position.

~~Specific-All~~ contract employees, including but not limited to, General Manager, Director of Utilities, Board Clerk/ Account Manager, District Fire Chief and District Assistant Fire Chief shall be subject to annual work performance evaluations per individual agreements and subject to Section 2.6 provisions. However, if the General Manager and the Fire Chief positions are held by the same individual, then the Board of Directors shall conduct the performance evaluation for those positions.

Chapter 3: Working Conditions

3.1 Regular Work Week

The regular workweek is forty (40) hours for all non-exempt full-time employees, ordinarily to be worked in five (5) eight-hour shifts, unless otherwise directed by General Manager or his or her designee. The workweek is defined as 12:01 A.M. Monday through midnight on ~~Saturday-Sunday~~ except for those personnel working an alternative work week schedule. Utility ~~crew field~~ staff normal work schedule will be scheduled to meet District operational needs.

Safety/Personnel may be assigned alternate work schedules and an alternative workweek.

Operations and administrative staff may be assigned other work hours from time to time as determined by the department head or General Manager to best cover operational needs of the District. Employees shall report ready to begin work at the start of their shift and work until the shift ends.

3.2 Overtime Policy

Due to the nature of the service the District provides the public, non-exempt personnel may be required to work overtime, which may include weekend duty along with days which are longer than eight hours in length.

All overtime hours worked shall be authorized in advance by the Department Head with notification in writing to the General Manager, or his or her designee specifically vested with this authority. Employees working overtime without prior approval by the appropriate individual may be subject to discipline.

3.2.1 Overtime Computation

All non-exempt employees who work in excess of his or her regular work schedule, normally eight (8) hours in a workday, or forty (40) hours in a workweek, shall be entitled to overtime compensation at the rate of time and one-half of their regular rate of pay, except as otherwise provided for in these Guidelines or in the applicable collective bargaining agreement.

Overtime provisions shall not apply to contract employees.

3.2.2 Overtime Compensation/Compensatory ~~Leave-Time~~ Off (CTO)

An employee must designate on his or her timesheet whether he or she would like overtime as cash payment (in the amount of time and one half of his or her regular rate of pay) or as compensatory time off (“CTO”) for any overtime hours worked. All overtime shall be compensated by compensatory time or by cash payment at the rate of one and one half of the employee’s regular hourly rate of pay. Overtime shall be only compensated by cash payment after the employee has accumulated forty ~~sixty~~ (40/60) hours of compensatory time. An employee may only accrue up to sixty (60) hours of ~~compensatory time~~ CTO per fiscal year, which shall be ~~accrued~~ earned as time and one half (e.g., an employee works 40 hours, but earns 60 hours since each hour is earned as time and one half), but used and paid as straight time.

For exempt employees, who have an employment agreement, the purpose of ~~compensatory time~~ CTO is to allow these employees to take time off when he or she works extra hours, because exempt employees are exempt from overtime compensation under the FLSA. This benefit is granted by contract to these exempt employees because the District recognizes that those specified employees devote a great deal of time to the District outside of normal working hours. The business hours of the District are 8:30am to 4:30pm, and the hours of utility staff are 7:00am to 3:30pm due to the nature of their job duties. Exempt employees are expected to maintain a work schedule consistent with the operating hours of the District. If an exempt employee arrives late and/or leaves early, those hours shall be deducted from an exempt employee’s ~~compensatory time~~ CTO bank.

Compensatory leave time shall be used before using vacation leave. Employees may accrue up to a maximum per calendar year of sixty (60) hours of compensatory leave, unless otherwise stated in an employment agreement.

~~Non-exempt employees may earn compensatory time to a maximum of forty ~~sixty~~ (40/60) hours. If unused, non-exempt employees may either cash out up to forty (40) hours of compensatory time once per year, or carry over a cap of sixty (60) hours of compensatory time to the next fiscal year. Compensatory time may be “cashed in” once a year prior to June 30 of each year for a total of forty (40) hours only if the employee has at least forty (40) hours of compensatory time on record, unless otherwise provided for in an approved bargaining or employment agreement. Any additional compensatory time may be carried over to the next fiscal year or cashed out before June 30.~~ Employees who leave his or her employment with the District shall be allowed to use compensatory time earned prior to the effective separation date.

~~Compensatory leave time shall be used before using vacation or sick leave time off. Employees may accrue up to a maximum per calendar year of sixty (60) hours of compensatory leave at any time, unless otherwise stated in an employment agreement. Compensatory time is not cashed out except upon the employee’s separation from employment with the District, unless separated by the District.~~

Compensatory time earned by an employee, who is required to work in excess of the normal workweek, shall be recorded by the immediate supervisor of the employee on the time card.

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3.2.3 Fire Protection Employees

Section 7(k) of the FLSA provides that employees engaged in fire protection may be paid overtime on a "work period" basis. A "work period" may be from seven (7) consecutive days to twenty-eight (28) consecutive days in length. For work periods of at least 7 but less than 28 days, overtime pay is required when the number of hours worked exceeds the number of hours that bears the same relationship to 212 (fire) as the number of days in the work period bears to 28. For example, fire protection personnel are due overtime under such a plan after one hundred and six (106) hours worked during a fourteen (14) day work period.

<u>Work Period (days)</u>	<u>Maximum Non-Overtime Hours</u>
14.....	106

3.3 Hours of Work

Normal office hours of the District, and the normal work schedule for administrative office staff, are 8:00 am until 4:30 pm, Monday through Friday. The normal schedule for the utility staff is Monday through Friday from 7:00 am until 3:30 pm.

Operations employees and office staff may be assigned other work hours from time to time as determined by the Department head or the General Manager to best cover the operational needs of the District and its customers. Employees shall report "ready" to work at the start of their shift, and work until the shift ends.

3.4 On-Call Duty

A schedule is maintained by the Director of Utilities whereby qualified Operations employees may be assigned, on a rotational basis, to be "on-call" on weekdays, weekends, holidays and other times not considered regular hours of work for the District employees, or as assigned to work alternative work week schedules.

3.4.1 Weekdays and Weekends

On-Call employees will be paid at a rate of \$1.50 per hour for each hour they are on call outside of actual hours worked. On-call employees who perform plant/well readings on weekends will receive minimum of 2 hours compensation, or total actual hours worked if in excess of two hours (paid at overtime rate or straight time depending on whether the employee is on an alternate work weekhas already worked 40 hours in that workweek). While on call, if an employee is called back to work during their on call time, they will be paid for any hours worked at their Overtime rate.

3.4.2 Holidays/ Furlough Days/Weekends

On-Call employees will be paid at a rate of \$2.050 per hour for each hour they are on call outside of hours worked. On-call employees who perform plant/ well readings on weekends, holidays, and furlough days will receive minimum of 2 hours compensation, or total actual hours worked if in excess of two hours (paid at overtime rate or straight time depending on whether the employee has already worked 40 hours in that workweek). While on call, if an employee is called back to work during their on call time, they will be paid for any hours worked at their Overtime rate.

3.4.3 Availability

When an employee is assigned to on-call duty, he or she shall be provided a District tablet. The tablet will be used to access the District SCADA system in the event of an afterhours call. The on-call employee is required to keep the tablet in his or her possession during the entire on-call period. Notification of immediate work need may be given orally, in person or telephonically, by the Director of Utilities, General Manager.

When an employee is assigned on-call duty, he or she shall be free to utilize his or her time as desired but must be able to be at the District within thirty (30) minutes. This will enable the on-call employee time to return to work in the event of an emergency call. On-Call employees need to remain unimpaired (e.g., such as refraining from drinking alcoholic beverages) and able to perform all duties when on-call.

3.4.4 Call Backs (employees on-call)

If an employee is on call and he or she receive notification of a problem needing attention which can be addressed without leaving the location which they are at. (IE over the phone, or through SCADA) the employee will ~~not receive two (2) hours of overtime pay~~ any additional pay beyond the standby pay they are already receiving.

If an employee is on call and he or she receive notification of a problem needing attention which requires them to return to the District for any reason they will receive a minimum of two (2) hours of overtime pay. If the call out extends beyond the initial two hours, then they will continue to receive overtime pay for all actual time worked unless they reach their normal workday start time in which they will cease to receive overtime and will begin receiving straight time.

3.4.5 Call Backs (employees not on-call)

If an employee is not on call and he or she is called back to work, the employee will receive minimum two (2) hours of overtime pay starting at the time they are notified. If the call out extends beyond the initial two hours, then they will continue to receive overtime for all actual time worked unless they reach their normal workday start time in which they will cease to receive overtime and will begin receiving straight time.

3.4 On-Call Duty

A schedule is maintained by the Utilities Department head and approved by General Manager whereby Operations employees may be assigned, on a rotational basis, to be "oncall" on weekends, holidays and other times not considered regular hours of work for the District employees or assigned to work alternative workweek schedules.

3.4.1 Weekdays

On-Call/Weekday Duty employees are paid \$1.50 per hour rate for each weekday they are on call. If these employees are called into work during this time, they will be paid for any on-call hours worked at the OT rate.

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3.4.2 Holidays and Weekends

On-Call employees receive \$2.00 per hour rate per day for each holiday or weekend day they are assigned to on-call duty.

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3.4.3 When an employee is on-call, he or she shall be provided a District cell phone. The cell phone will be used to notification to the employee on-call in the event of work immediately needed. The on-call employee is required to keep the cell phone in his or her possession during the entire on-call period of time. Notification of immediate work need may also be given orally, in-person or telephonically, by the General Manager or Utilities Supervisor.

When an employee is assigned on-call duty, he or she shall be free to utilize his or her time as desired, but must be able to respond within thirty (30) minutes to any District facility. This will enable the on-call employee time to return to work in the event of an emergency call. On-Call employees need to remain unimpaired (e.g., such as refraining from drinking alcoholic beverages) and able to perform all duties when on-call.

3.4.4 Call Backs

If an employee is not on-call and he or she is called back to work, the employee will receive one (1) hour of Call Back Pay which is 1 hour of regular pay at straight time plus pay for his or her hours worked (at straight pay or OT rate depending on whether they have worked over 40 hours in the week).

3.5 Meal/Break Time

All employees working between four (4) hours and six (6) hours shall receive one fifteen (15) minute paid break. All employees working more than six (6) hours in a day shall receive two (2) paid fifteen (15) minute breaks (rest periods) in each day. The first shall occur approximately midway between their starting time and their meal time. The second shall occur approximately midway between their meal time and the end of their workday.

All employees working more than four (4) hours in a day shall receive an unpaid, off-duty meal period of not less than thirty (30) minutes. This meal must be taken no later than the end of the fifth (5th) hour of work. Employees working more than ten (10) hours receives a second unpaid meal period of not less than thirty (30) minutes. The second meal must be taken no later than the end of the tenth (10th) hour of work. An employee working six (6) hours or less may waive the first meal break by written mutual consent between the employee and District. The second meal period may be waived by written mutual consent

if the total shift is twelve (12) hours or less and the employee takes the first meal break. Employees may take on-duty meal periods in certain limited circumstances and must be agreed to in writing by the employee and District.

3.6 Attendance

Regular attendance by all employees is important to the successful operation of the District. Employees are expected to maintain a good attendance record and to report promptly for work in accordance with assigned work schedules.

3.6.1 Notice of Absence

Employees who must be absent from work are expected to notify their ~~supervisor~~ Department Head or General Manager, either directly or by a recorded message, as soon as possible but not later than the beginning of their assigned shift. The employee shall provide the general reason for, and the probable duration, of the absence. If the employee has a prolonged absence (3 days or more) due to illness or a pattern of excessive sick leave usage, he or she may be required to provide medical documentation upon request from the Department Head and/or the General Manager ~~or his or her designee~~.

3.6.2 Tardiness/Absence

Employees are expected to report for their work shifts on time. Excessive or repeated tardiness may result in discipline up to and including termination.

If an employee is absent more than three (3) working days for any reason without notifying the employer, the employee may be considered to have voluntarily resigned.

3.7 Pay Period

The District's payday is every other Friday for the two-week pay period ending the previous Friday/Sunday.

3.8 Safety

The District has adopted Injury and Illness Prevention policies and safety rules with which employees are expected to comply. These policies are hereby incorporated by reference to the Personnel Guidelines and Policy Manual. It is the responsibility of each employee to learn and observe all applicable safety practices, policies, directives, or procedures. In addition, each employee is responsible for maintaining a safe work environment. Safety-related questions, or reports of any unsafe working conditions, real or potential, should be directed to the General Manager.

3.9 Accidents; Reporting

Any work-related accident, or other accident occurring on the worksite, involving employees or other persons shall be reported to the Department Head, who will then provide notice to the -and/or- General Manager, ~~or his designee~~. If the Department Head

is unavailable to provide notice of a work-related accident or other accident occurring on the worksite involving employees or other persons, then that shall be reported to the General Manager in the Department Head's absence.

Such reports must be made in writing and submitted to the Department Head, who shall then provide notice to the -and/or- General Manager immediately following the accident, and in no event more than twenty-four (24) hours following the accident on forms provided by the District. Employees are covered for employment-related injury or illness by the California Worker's Compensation Act. Under California law, failure to report or delays in reporting a work-related injury or illness may result in a loss of benefits.

3.10 Maintenance – Housekeeping

Each employee is responsible for the condition and maintenance of the equipment he or she uses on the job. The employee should report to the department supervisor or the General Manager~~their supervisor or Department Head~~ any equipment which is damaged, worn, or in need of maintenance. Employees should direct any safety concerns regarding the use of equipment to his or her supervisor or their Department Head or the General Manager.

Cleanliness and orderliness are important to the operation and safety of the District. Employees are responsible for keeping their work areas clean and orderly. Employees shall conduct pre-operation inspections of vehicles and equipment as well as report any repairs made and perform any minor repairs, or initiate a work or service order request to repair said vehicle or equipment. Employees shall maintain their work areas and equipment or initiate a service work order request for repairs.

3.11 Dress Code

All Utility and Fire employees that are required to wear uniforms shall wear the appropriate uniform for their work area. If an employee is governed by an MOU, the employee should follow the rules pertaining to his or her dress code as outlined in the MOU. Employees are permitted to wear the uniform only during their work hours, work time, or traveling to and from work or while representing the District.

Utility employees may be reimbursed up to one hundred and fifty dollars (\$150.00) per fiscal year to cover the cost of footwear that employees are required to wear to perform the District work, or an amount agreed upon by any recognized collective bargaining agreements. Employee must provide the District a receipt of the work boot purchase in order to obtain the boot allowance.

Employees that acquire uniforms with District logos or identifications may not wear these items while off-duty. Off duty firefighters may wear their District provided t-shirts, if on-call or stand-by duty.

Neatness, cleanliness, and good personal hygiene are expected of all the District employees while working. Employees should dress appropriately, in good taste, and according to the requirements of her or his position.

3.12 Tattoo and Piercing Policy

Employees of the District are expected to project a professional appearance while at work. Towards that end, employees are expected to comply with the following rules:

Tattoos:

1. No visible tattoos are allowed anywhere on the head, face or neck, unless for religious reasons or purposes that the employee professes or provides information of religious affiliation or association.
2. Any visible tattoos cannot be obscene, sexually explicit, or otherwise violate the District's policy against unlawful harassment or discrimination. Extremist or gang related tattoos are also not permitted.
3. Visible tattoos for religious purposes or reasons shall be allowed for religious reasons or purposes that the employee provides information of religious affiliation or association related to said tattoo(s).
4. Visible tattoos may not be larger than 6 inches.
5. Any non-conforming tattoos must be covered with clothing or a bandage while at work, or must be removed.
6. If an employee has a question about the tattoo policy, he or she should raise it with their supervisor.

Piercing:

1. No objects, articles, jewelry or ornamentation of any kind shall be attached to or through the skin if visible on any body part (including the tongue or any part of the mouth) except that an employee may wear two sets (i.e., four holes total) of reasonable-sized (i.e., small and professional-looking) earrings in the ear lobes.
2. Piercings, as described herein, shall be allowed if the employee provides information of religious affiliation or association related to said piercing(s).
3. Any non-conforming piercing shall be removed, covered with a bandage, or replaced with a clear, plastic spacer while the employee is working.
4. If an employee has a question about the piercing policy, the matter should be raised with his or her supervisor.

(continued on next page)

Chapter 4: Compensation

4.1 Benefits

4.1.1 Health – Medical Insurance Benefits

The District provides seventy percent (70%) of the employee's monthly premium for health benefits up to ~~n~~Nine ~~h~~Hundred ~~d~~Dollars (\$900.00) per month paid group toward group medical insurance benefits, through CalPERS, for eligible employees and their families ~~and one dependent per employee.~~

Eligible employees include all employees regularly scheduled to work an average of thirty (30) hours per week ~~least twenty-five (25) hours per week~~ and are CalPERS members. Employees ~~may elect to cover costs associated with additional dependents~~ will be required to cover cost ~~pay the remaining thirty percent (30%) of the monthly health premium and any amount for their chosen health plan in excess of \$900.00~~ through a payroll deduction. Employees are encouraged to consult with the General Manager or human resources personnel regarding eligibility, costs and enrollment procedures.

Eligible employees may enroll in group health benefits on their hire date.

If an eligible employee already has qualifying healthcare through another source (such as a spouse or parent) and chooses not to participate in health insurance through the District, then they are eligible to receive two hundred and twenty-five dollars (\$225.00) per month in which health insurance would normally be deducted. These employees must provide the District documentation that they have healthcare provided through another source in order to receive the \$225.00/month benefit.

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This section applies to all eligible employees unless otherwise provided for in an approved bargaining agreement or employment contract.

District will also pay 100% of vision and dental coverage for its employees only. Employees may enroll a spouse and/or dependents for the District's vision and dental coverage, but shall be responsible for the benefit cost for spouse and family members for vision and dental coverage. The District shall provide payroll deductions for these expenses.

4.1.2 Retirement Health Benefits – Current Employees and Annuitants Hired before May 1, 2013

The District currently provides retirement health benefits to eligible employees through CalPERS. These benefits are governed by the District's contract with CalPERS (including the plan documents), California state law, and applicable regulations. Should you want to review the plan or have further questions regarding this benefit, please call the District representative, who is currently the Finance Officer, and set up an appointment to go over the plan. The District reserves the

right to change or discontinue this plan, consistent with any legal obligations it may have.

4.1.3 Retirement Health Benefits - Employees hired after May 1, 2013 The District currently provides retirement health benefits to eligible employees through CalPERS. These benefits are governed by the District's contract with CalPERS (including the plan documents), California state law, and applicable regulations. Should you want to review the plan or have further questions regarding this benefit, please call the District representative, who is currently the Finance Officer, and set up an appointment to go over the plan. The District reserves the right to change or discontinue this plan, consistent with any legal obligations it may have.

The following is the Vesting Schedule for Employees hired as of May 1, 2013:

Credited Years Of Service	Percentage of Employer Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

The credited service for purposes of determining the percentage of employer contributions shall mean service as defined ~~in Government~~ in Government Code Section 20069 except that not less than five years of that service shall be performed entirely with District.

The percentage of employer contribution payable for post-retirement health benefits for each annuitant shall be based on the employee's completed years of credited service based upon Government Code Section 22893.

4.2 Holidays

Full-time District employees, both regular and probationary, are paid for the following the District Holidays whether or not they are scheduled to actually work on that holiday. Full-time employees receive eight (8) hours of holiday pay at straight time on the observed holiday. Temporary and part-time employees are not eligible for holiday pay.

The District generally recognizes the following twelve (12) days as paid holidays:

New Year's Day	Thanksgiving Day
Martin Luther King Jr. Day	Friday Following Thanksgiving
Presidents' Day	Veterans' Day
Memorial Day	½ Day Christmas Eve
Independence Day	Christmas Day
Labor Day	½ Day New Year's Eve

If a District-paid holiday falls on a Saturday, eligible employees are generally given the preceding Friday off. If a District-paid holiday falls on a Sunday, employees are generally given the following Monday off. If the day of holiday observance falls during an employee's vacation period, and falls on a day the employee is regularly scheduled to work (but for his or her vacation), that day shall be considered as a paid holiday and not vacation time.

4.3 Vacation

Full-time District employees, both regular and probationary, are eligible for vacation benefits. Employees are encouraged to use their accrued paid vacation time. Employees who are normally scheduled to work fewer than forty (40) hours per week, and temporary employees, are not eligible for vacation accrual.

Vacations may be scheduled at any time during the year upon the approval of the [Department Head](#) ~~or~~with General Manager [approval](#). Vacation requests must be submitted in writing to the [Department Head or](#) General Manager with at least seventy-two (72) hours advanced notice.

Vacation requests may be denied in order to maintain sufficient staffing of District operations or in the event such vacation request conflicts with a previously approved vacation request.

4.3.1 Accrual

Employees must complete six (6) months of employment with the District prior to using any accrued vacation benefits. Employees shall not accrue vacation time during any period of unpaid absence from work.

Employees accrue vacation benefits beginning the first pay period of employment in accordance with the following schedule, which is based on bi-weekly pay periods of eighty (80) hours (i.e., based on a full-time schedule):

<u>YEARS OF SERVICE</u>	<u>VACATION BENEFIT PER PAY PERIOD</u>	<u>WEEKS PER YEAR</u>	<u>ACCRUAL CAP</u>
00 – 04 Years	3.08 Hours	2 Weeks	160 Hours
05 – 14 Years	4.62 Hours	3 Weeks	240 Hours
15, plus Years	6.15 Hours	4 Weeks	320 Hours

Upon separation of employment for any reason, the District shall compensate the employee for all of his or her unused, accrued vacation time at the employee’s then current straight time rate of pay.

The District does not require an employee to take vacation time during periods of illness. However, the employee may elect to take vacation time in case of extended illness where paid sick leave, if any, has been exhausted.

4.3.2 Vacation Benefit Cap

Employees are encouraged to use their vacation benefits. No employee shall be eligible to accrue more than a maximum of two times her or his annual entitlement to vacation pay at one time. Once an employee reaches this cap, the employee will cease accruing any additional vacation pay. When the employee uses enough vacation pay to fall below the cap, the employee will start accruing vacation pay again.

4.3.3 Vacation cash-out

An employee may cash-out up to two (2) weeks of vacation each fiscal year provided that the employee has at least two weeks of vacation available after any cash-out.

4.4 Sick Leave

In accordance with the Healthy Workplaces/Healthy Families Act of 2014, the District recognizes that employees will need days off from work from time to time to address their medical needs.

~~Regular full-time Employees shall earn sick leave at the rate of eight (8) hours per month of paid employment, accrued incrementally with each pay period. Unless otherwise provided for in a collective bargaining agreement.~~

~~Upon retirement, and only upon retirement, unused sick leave may be bought back by the District at a rate of one half (1/2) day for each whole day accrued. Alternatively, and at the retiring employee’s discretion, unused sick leave may be exchanged for service credit with the District’s retirement system, subject to the rules and regulations of the District’s retirement system.~~

4.4.1 Applicability

Regular full time Employees shall earn sick leave at the rate of eight (8) hours per month of paid employment, accrued incrementally with each pay period. Unless otherwise provided for in a collective bargaining agreement.

This policy applies to non-regular (seasonal, limited term, or temporary) employees (exempt and non-exempt) who, on or after June 28, 2015, work for the District for thirty (30) or more days within twelve (12) months from the beginning of employment and who are not eligible for any form of “comprehensive leave” benefit provided by the District to other employee groups.

Employees not covered by this policy are those who are eligible for the more generous “comprehensive leave” benefit provided by the District pursuant to a collective bargaining agreement (represented employees), employee benefits resolution (non-represented employees) or an employment agreement.

4.4.2 Entitlement

An employee working for the District, on or after July 1, 2015, for thirty (30) or more calendar days within a year is entitled to paid sick leave.

Non-regular (seasonal, limited term, or temporary) employees covered by this policy are entitled to 3 days or 24 hours of paid sick time annually which may be used per fiscal year or after the ninetieth (90th) day after the first date of employment, whichever comes first. Twenty-four (24) hours shall be the maximum benefit except in situations where a day in an Employee’s regular work schedule is longer than an eight (8) hour day (e.g. an Employee who works four, 10-hour days per week.) In such cases, a “day” shall be the equivalent of the hours in the Employee’s regularly-scheduled work day.

Public sector employees, who are a recipient of a retirement allowance and employed without reinstatement into his or her respective retirement system, are not entitled to Paid Sick Leave under this policy.

Paid sick leave made available under this policy has no cash value, and the District does not pay Employees for available sick leave at separation.

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The amount of paid sick leave available to an employee will be reflected on his or her pay stub every pay period.

4.4.3 Usage

An Employee may use available paid sick days beginning on the ninetieth (90th) day of employment. However, at its sole discretion, the District may allow the use of paid sick leave to an Employee in advance of the 90th day of employment with proper documentation.

The District shall allow the use of paid sick days upon the oral or written request of an Employee for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventative care, or specified purposes for an Employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code section 230(c) and Labor Code section 230.1(a).

“Family member” for purposes of this paid sick leave policy means:

- A child (biological, adopted, or foster child, stepchild, legal ward, or child to whom the Employee stands in loco parentis, regardless of the age or dependency status);
- A biological, adoptive, or foster parent, stepparent, or legal guardian of an Employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the Employee was a minor child;
- A spouse;
- A registered domestic partner;
- A grandparent; • A grandchild;
- A sibling.

The Employee must provide reasonable advance notification, orally or in writing, of the need to use sick leave, if foreseeable. If the need to use sick leave is not foreseeable, the Employee must provide notice as soon as practicable. ~~The District will not condition the use of sick leave on the Employee finding someone to cover his or her work.~~

Employees must use sick leave in at least one (1.0) hour increments.

Employees will only receive paid sick time for the number of hours they would have worked during their scheduled shift. For example, if the Employee was scheduled for a four (4) hour shift, they will be compensated with 4 hours of paid sick time only.

Employees will be provided the total amount of sick leave that may be used per fiscal year (24 hours or 3 days) at the beginning of each fiscal year beginning in July, or the first date of employment, whichever comes first, therefore no accrual or carry-over is permitted.

The District will limit the use of paid sick days to twenty-four (24) hours or three (3) days in each fiscal year of employment.

For returning non-regular employees who have completed ninety (90) days of employment and have a break in service of less than one year, paid sick time will be earned as outlined above. However, these returning non-regular employees are not required to wait for a subsequent 90th day of employment to use their paid sick leave. They will have access to their available sick leave for that year immediately upon re-employment with the City; provided their returning start date is within 12 months of their previous departure date.

For returning non-regular employees who have not completed their 90 days of employment and have a break in service, paid sick time will also be earned as outlined above. However, these returning non-regular employees will need to wait for a subsequent 90th day of employment to use their paid sick leave.

4.4.4 Retaliation Prohibited

Paid Sick Leave law protects employees who use sick leave, request to use sick leave, file a complaint with the Labor Commissioner's Office, allege a violation of these rights, cooperates in an investigation or prosecution, or oppose a policy or practice prohibited by the Paid Sick Leave law.

Retaliation prohibits the District from denying an employee the right to use paid sick leave, discharging or threatening to discharge an employee for using or requesting to use paid sick leave, demoting or suspending an employee for using or requesting to use paid sick leave, or in any manner discriminating against an employee because he or she uses paid sick leave or requests paid sick leave.

If an employee feels that he or she has been discriminated against for using paid sick leave or attempting to use paid sick leave, please inform the General Manager as soon as possible.

4.5 Military Leave

Employees are provided military leave in accordance with State and Federal laws. An employee requiring this type of leave shall provide the Department Head and/or General Manager ~~or his or her designee~~, whenever possible, with a copy of the military orders specifying the dates of leave, site, and purpose of activity or mission.

An employee who interrupts his District service because of extended military leave shall be compensated for accrued vacation at the time the leave becomes effective.

4.6 Bereavement Leave

Bereavement leave may be taken to make arrangements necessitated by the death of a ~~family member~~family member or to attend the funeral or memorial service for a family member.

Employee is ~~granted three~~granted three (3) days of paid leave to take time off on the account of the death of a member of his or her immediate family or up to five (5) days if the employee is required to travel more than two hundred fifty (250) miles, one way, from his or her residence.

For purposes of this policy, “immediate family” is employee’s spouse, domestic partner, child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, cousin, niece, nephew, or in-laws (or analogous relationship of those enumerated above in connection with a domestic partnership). ~~Under special circumstances the General Manager may grant additional time beyond three (3) days when approved in advance.~~

Usage of this leave shall not be charged against employee’s leave balance, which includes sick leave, vacation leave, or compensatory time off. ~~accrued sick leave, or vacation leave, or compensatory leave.~~

4.7 Pregnancy Disability Leave

An employee is entitled to a leave of absence for the period of time that she is required to be absent from work due to pregnancy-related disability, including childbirth, for up to a maximum of four (4) months. The employee must exhaust her accrued paid sick leave time, during the pregnancy disability leave, prior to electing using her accumulated paid time off benefits (e.g., vacation, comp time), during any such period of leave.

4.8 FMLA/CFRA Leave

Under the Family Care and Medical Leave Act (“FMLA”) and California Family Rights Act (“CFRA”), employees who have at least twelve (12) months of service with the District, and have worked at least 1,250 hours in the preceding 12-month period, may request an unpaid leave for family care or medical reasons. This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of a child with the employee, or for the employee’s own serious health condition or the serious health condition of the employee’s child, parent, spouse or registered domestic partner, or in connection with the call to active duty of a family member. In addition, eligible employees may request up to twenty-six (26) weeks in a 12-month period to care for a family member (including a “next of kin”) with a serious health condition incurred while on active military duty.

Employees, who are eligible to, and do, take a leave under this policy will be reinstated at the conclusion of the leave to the same or to a comparable position, in accordance with state and federal law.

If possible, employees must provide at least thirty (30) days' advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for the employee or for a family member). For events, which are unforeseeable, employees must notify their immediate supervisor, at least verbally, as soon as the employee learns of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until the employee complies with this notice policy.

The District requires certification from the employee's health care provider before allowing an eligible employee a leave for his or her own serious health condition. In addition, the District requires certification from the health care provider of the employee's child, parent, spouse or registered domestic partner with a serious health condition before allowing a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or reduced work schedule.

For eligible employees taking a leave for the birth, adoption, or foster care placement of a child, the basic minimum duration of such leave is two weeks, and must be concluded within one (1) year of the birth or placement for adoption or foster care.

Taking an FMLA/CFRA leave may affect certain employee benefits or seniority date. Employees who want more information regarding eligibility for a leave or the impact of the leave on seniority and benefits should contact the General Manager.

4.9 Educational Training Time

In support of the District's overall belief in the continuing education and development of staff, employees may request educational leave for time spent attending classes, training, seminars, or other training specified or approved in advance by the Department Head with approval notification by to the or General Manager, if mandated by new regulatory requirements for an individual position or there is a demonstrative value to the District as determined by the General Manager ~~and approved by Board~~. The amount of the educational time granted, if any and whether or not some or all of the time will be paid, will be determined in advance of attendance and at the ~~sole~~ discretion of the Department Head with notification to the General Manager.

Employees will be paid their regular wages, if job requires certification or recertification for their position or work duties when required to attend classes or courses during normal work hours for the benefit of the District, or only when needed for the employee's continuing education for required licenses or certification.

4.10 Jury Duty

Any employee who is summoned for jury duty will be allowed time off as necessary to fulfill jury duty responsibilities. A copy of the subpoena or order requiring such duty must be submitted to his or her supervisor within three (3) working days of receipt in conjunction with a leave request.

Employees will receive paid time while serving on jury duty if it occurs during their normal work days. Employees who are normally scheduled to work at least thirty (30) twenty one

~~(21)~~ hours or more per week qualify for pay. Upon release from jury duty employees shall provide a receipt from the Court Clerk verifying times away from work.

4.11 Voting

Any employee whose work schedule effectively prevents him or her from voting in a federal, state, or municipal election before or after work hours, or during break time, shall be permitted paid leave for this purpose not to exceed two (2) hours.

4.12 Administrative Leave

The District shall have the right to place an employee on administrative leave at any time with full pay when, in the District's discretionary opinion, the continuing presence at the job site during an administrative investigation into the employee's fitness for duty or misconduct would create or may tend to create a disruption to the working environment or may possibly impact the efficient operations of the department.

4.13 Leave of Absence Without Pay

Upon written request by the employee and the recommendation of the Department Head, a leave of absence without pay may be granted by the General Manager ~~or his or her designee~~ to an employee for a period of time not to exceed a total of six (6) months for personal reasons where other leave provisions are not available. If other leave provisions are available this leave will run concurrently with such other leave.

Request for leave of absence without pay shall state specifically the reason for the request, the date when the employee desires to begin leave, and the probable date of return.

Employees shall not accrue vacation leave, sick leave, increases in salary except Cost of Living Adjustments or all other paid leaves while on unpaid leave. The District is not required to maintain contributions toward group health, dental and vision insurance or other fringe benefits while on unpaid leave of absence, unless otherwise provided by law. Said employee shall be entitled to maintain such benefits in effect; provided, that the employee pays the insurance monthly premiums.

Employees returning to work following a leave of absence shall retain their accumulated leave, if otherwise not used. Upon the return from authorized leave of absence the employee shall be reinstated to his/her former position or to a comparable one if the former position is abolished during the period of leave.

Failure of the employee to return to his or her employment upon the termination of any authorized leave of absence shall, except under extraordinary circumstances, constitute a separation from service of that employee.

4.14 Unauthorized Leave of Absence

Unauthorized leave of absence shall be considered to be without pay and reductions in the employee's pay shall be made accordingly. An employee is deemed to have resigned if the employee is absent for more than three (3) consecutive working days without notifying the General Manager ~~Department Head or the employee's supervisor~~ and may result in termination of employment. Such termination shall not be subject to appeal.

4.15 School Activities Leave

Any employee who is a parent, guardian or grandparent having custody of one or more children in kindergarten or grades 1 through 12 or attending a licensed day care facility shall be allowed up to forty (40) hours each school year, not to exceed eight (8) hours in any calendar month of the school year, without pay, to participate in activities of the school of their child. Such employee must provide reasonable advance notice of the planned absence. The employee may use accrued vacation or compensatory time off to cover the absence. The District may require the employee to provide documentation from the school as verification that the employee participated in school activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody, work for the agency at the same work site, only the first parent requesting shall be entitled to leave under this provision.

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Chapter 5: General Conduct

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5.1 Policy Prohibiting Dishonesty/Fraud

The District is a public entity whose mission involves the public trust. This policy requires that each and every employee, vendor, contractor or other party that works for or with the District is required to act honestly and truthfully with respect to the District business at all times. The District will not tolerate any form of dishonesty or fraud.

5.1.1 Scope

The term dishonesty includes dishonest speech (for example, lying) and dishonest acts (for example, theft), as well as fraud, and misappropriation of funds or property. Dishonesty also shall include, but is not limited to:

- A. Any dishonest, fraudulent, or otherwise unlawful act;
- B. Misappropriation or misapplication of funds, property or other assets;
- C. Profiting on insider knowledge;
- D. Destroying or taking without authorization any the District records, property or other assets;
- E. Forgery or altering the District documents or the documents of third parties submitted to the District;
- F. Unauthorized disclosure of the District's confidential information, including but not limited to information discussed in Closed Sessions of the Board.
- G. Falsely reporting transactions, events, work schedules or other the District events;
- H. Receiving kickbacks from any source.

5.1.2 Employee Duty to Report Dishonesty/Fraud

Any employee who believes that an act of dishonesty in violation of this Policy has occurred shall immediately contact either their supervisor or the General Manager. In the event that the employee is unable, for any reason, to report the conduct to their supervisor or to the General Manager, or in the event that the General Manager is the person accused, the employee shall report the conduct to the District Board President or ~~Board Clerk~~ the District Board Vice President in absence of Board President. This report may be made in writing or orally.

5.1.3 Investigation

The General Manager or other person appointed by the District Board of Directors shall investigate any report of dishonesty promptly and thoroughly. Furthermore, to the extent possible and compatible with an investigation, a report of dishonesty shall be kept confidential. Following the investigation, the General Manager or the District Board of Directors, as necessary and appropriate, shall take appropriate corrective action, including discipline or termination. In all events, the investigation and corrective action shall be accomplished as soon as possible.

5.1.4 No Reprisals

The District prohibits retaliation of any kind against a reporting employee (including volunteers and interns) or any other employee who has assisted in any way in the investigation of a report of dishonesty.

5.2 Policy Prohibiting Harassment and Discrimination

Harassment and discrimination in employment on the basis of sex, race, color, national origin, ancestry, citizenship, religion, age, physical or mental disability, medical condition, sexual orientation, gender identity or gender expression, veteran status, marital status, registered domestic partner status, genetic information, or any other protected basis is prohibited by federal and state law. The District does not tolerate unlawful discrimination or harassment in the workplace or in a work-related situation. Unlawful discrimination and harassment is a violation of these Guidelines. Section 5.2 through 5.4 shall also include and applied to members of the District Board of Directors including the use of complaint procedures described herein.

5.2.1 Unlawful harassment in employment may take many different forms. Some examples include, but are not limited to:

- Verbal conduct such as epithets, derogatory comments, slurs, or unwanted comments and jokes;
- Visual conduct such as derogatory posters, cartoons, drawings, or gestures;
- Physical conduct such as blocking normal movement, restraining, touching, or otherwise physically interfering with work of another individual;
- Threatening or demanding that an individual submit to certain conduct or to perform certain actions in order to keep or get a job, to avoid some other loss, or as a condition of job benefits, security, or promotion; and
- Retaliation by any of the above means for having reported harassment or discrimination, or having assisted another employee to report harassment or discrimination.

5.2.2 Sexual harassment under state and federal laws includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance creating an intimidating, hostile, threatening or offensive working environment; or adversely affecting the employee's performance, appraisal, assigned duties, or any other condition of employment or career development; or

- such conduct is offered in order to receive special treatment or in exchange for or in consideration of any personal action

It is a violation of this policy if an employee is subject to any act of retaliation for reports of violation of this policy or participating in the investigation of a sexual harassment complaint.

Other examples of sexual harassment include, but are not limited to, unwelcome sexual flirtations or propositions; verbal abuse of a sexual nature; graphic verbal comments about an individual's body; sexually degrading words used to describe an individual; e-mails that may be inappropriate, offensive, harassing, or creating a hostile work environment; and the display in the work environment of sexually suggestive objects or pictures, posters, jokes, cartoon, or calendar illustrations. Sexual harassment conduct need not be motivated by sexual desire.

5.2.3 Policy Prohibiting Abusive Conduct/Workplace Bullying

Abusive conduct or workplace bullying of the District's employees, by any person in or from the work environment, is strictly prohibited. Abusive conduct or workplace bullying is the conduct of any employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interest. Abusive conduct or workplace bullying includes, but is not limited to:

- Repeated infliction of verbal abuse;
- Derogatory remarks, insults, epithets;
- Verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating; or
- Gratuitous sabotage or undermining of a person's work performance.

5.3 Complaint Procedure

5.3.1 Internal Complaint Procedure

Any individual who believes that he or she is the object of harassment, abusive conduct, or discrimination on any prohibited basis, or who has observed such conduct, or who believes he or she has been subjected to retaliation, should first notify his or her supervisor, the District's General Manager or his or her designee either in writing or verbally. The District will investigate the matter and take such action as is warranted under the circumstances, which may include discipline up to and including termination. If a complaint is made against the General Manager, then the employee should report the issue to the District's Board President.

The District will maintain strict confidentiality ensuring the privacy of all parties concerned.

5.3.2 Agency Complaint Procedure

Both the state and federal governments have agencies whose purpose is to address unlawful discrimination in the workplace. If an individual who provides services to the District believes he or she has been harmed by unlawful workplace discrimination, abusive conduct, or harassment, and is not satisfied with the District's response to the problem, he or she may file a written complaint with these agencies. For the State of California, the agency is called the Department of Fair Employment and Housing ("DFEH"). The local address for the DFEH is 1277 East Alluvial Avenue, Suite 101, Fresno, California 93720 (559) 244-4760.

For the federal government, the agency is called the Equal Employment Opportunity Commission ("EEOC"). The local address for the EEOC is 2300 Tulare Street, Suite 215, Fresno, California 93712.

5.4 Retaliation

Retaliation against any individual for making a report, or for participating in an investigation, under this policy is strictly prohibited. Individuals are protected by law and by District policy from retaliation for opposing unlawful discriminatory practices, for filing an internal complaint under this policy or for filing a complaint with the DFEH or EEOC, or for otherwise participating in any proceedings conducted by the District under this policy or by either of these agencies.

Chapter 6: No Smoking/Tobacco Policy

6.1 Smoking

The District is committed to a philosophy of good health and a safe workplace. In keeping with this philosophy, smoking, including vaping or e-cigarettes, is not permitted inside the District ~~offices~~ buildings, District properties, vehicles or enclosed work areas or anywhere else prohibited by law.

6.2 Chewing Tobacco

Chewing

Chewing tobacco is not permitted inside the District buildings, District properties, -vehicles or enclosed work areas or anywhere else prohibited by law.

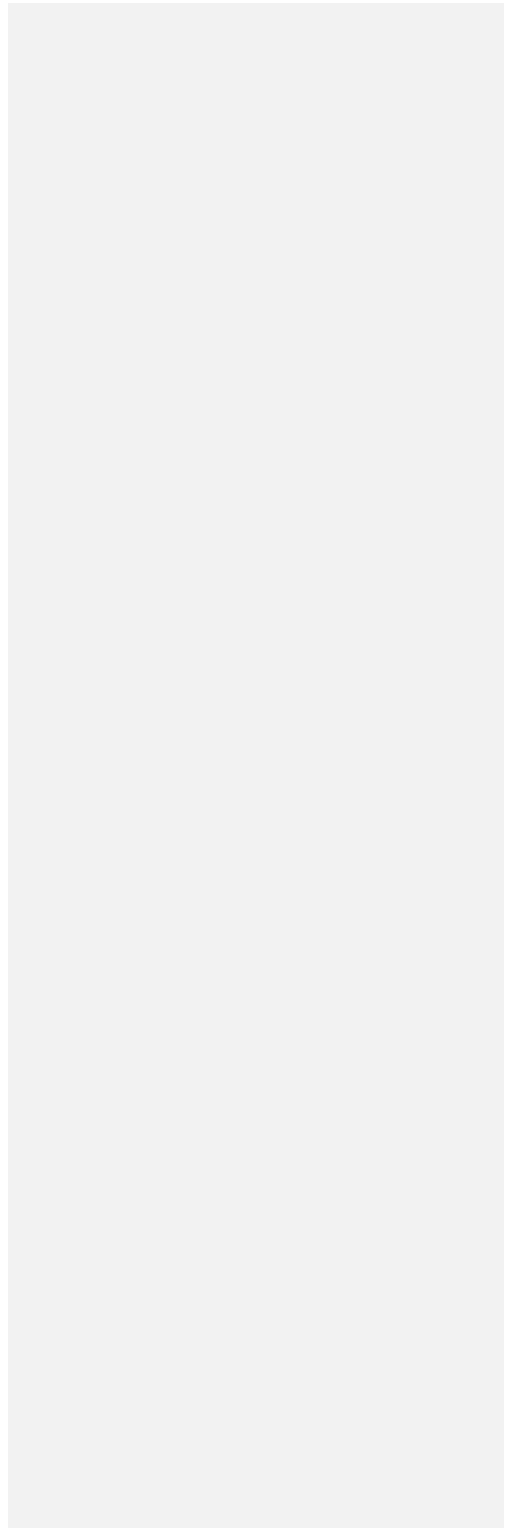
Chapter 7: Drug and Alcohol-Free Workplace

7.1 Scope and Purpose

The District recognizes the problem of substance abuse as a serious threat to the welfare of District employees and the public. To address this problem, the District has implemented a "Drug and Alcohol-Free Workplace Policy", incorporated to the Personnel Guidelines by

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reference. The ultimate goal of this Policy is to maintain a safe, productive, drug- and alcohol-free working environment.



Chapter 8: Conflict of Interest

District employees shall not place their personal business interest above the best interest of the District or Board's constituents. Accordingly, employees of the District shall not:

- Engage in a substantial financial transaction for private business purposes with another employee whom he or she supervises;
- Take any official action directly and substantially affecting his/her economic benefit with any business, undertaking, or enterprise doing business with the District;
- Disclose or use confidential information acquired in the course of his or her official duties without authorization from the District; or
- Employees may not receive gifts valued over \$10 from any single source per year.

Chapter 9: District Property

9.1 Use of the District Property

District property is to be used only for official district business, in an appropriate manner, and in accordance with all applicable rules, operating procedures, or directives. No employee shall remove, misuse, damage, or destroy District property, or the property of other employees, from the District premises or work site.

9.2 Use of the District Vehicles

District vehicles may be used only for the purpose and in the manner authorized by the General Manager. Employees shall conduct pre-operation inspections of vehicles and equipment as well as report any repairs made and perform any minor repairs, or initiate a work or service order request to repair said vehicle or equipment.

Only authorized and state licensed District employees may operate the District vehicles, in accordance with all applicable traffic laws and designated proper use. Use of the District vehicles outside the District boundaries is permitted only with prior approval from the Department Head and/or General Manager. ~~District vehicles may not be used for travel during employees' paid fifteen (15) minute break periods.~~ The District encourages employees to carpool when on official business. District employees may not have family members or friends in District vehicles, except for parades or similar events. Employees are expected to leave vehicles in clean and working order.

Employees are required to be in possession of a valid California Driver's license for the class of vehicle being operated. The revoking of that license for any reason by the State of California, or a driving record deemed unacceptable by the District for any reason, may be sufficient cause for termination of employment. Use of personal vehicles for District business is not allowed, unless said use is pursuant to an executed contract agreement, i.e.: General Manager, or is allowed by the District's Purchasing Policies and Procedures sections applicable to mileage reimbursement and use of personal vehicles for District business allows said use. The District's adopted Purchasing Policies and Procedures are incorporated herein by reference as a part of this Policy Manual.

Employees who are assigned District vehicles shall temporarily parked the assigned District vehicle at a District facility when the vehicle assignee is on vacation or extended leave for a period greater than five (5) days.

Traffic citations, ~~with the exception of faulty equipment~~ are the employee/driver's responsibility. If an employee is involved in an accident, the employee must immediately notify his or her immediate supervisor or General Manager and should not make any statement concerning the responsibility for the accident to anyone, but a District representative. This applies to accidents while operating personal vehicles on District business as well as District-owned vehicles. Cooperation should be extended to law enforcement officers. Failure to comply shall be subject to disciplinary action up to and including termination.

9.2.1 Driver Training and Record Review District Policies

- A. Purpose. The purpose of this policy is to reduce the frequency and severity of vehicle-related accidents and losses by: (a) applying uniform criteria in evaluating the acceptability of driver-record information of individuals driving District vehicles or driving a personal vehicle while on District business, and (b) establishing disciplinary procedures for different types of driving violations.
- B. Scope. This policy applies to all District employees and volunteers who drive a District-issued vehicle or his or her own personal vehicle on behalf of the District.
- C. Implementation. The District shall participate in the Department of Motor Vehicles ("DMV") Employer Pull Notice Program ("Pull Program"). Records for anyone operating vehicles on District business shall be requested from DMV: (a) every six months; and, (b) immediately in the event of new activity (e.g., moving violation, accident, address change, etc.).
- D. Review Criteria. Information that will be generated during the record review will include: (a) type of license; (b) expiration date; (c) endorsements, if applicable; (d) DMV actions, which may include suspensions, revocations, and penal code violations; and, (d) Vehicle Code violations.

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E. Disciplinary Procedures.

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I. A qualified employee will immediately attend a qualified defensive driver training course (State of California Defensive Driver Training, National Safety Council Defensive Driver Training, etc.) if:

- (a) they earn two points within 36 months of report date; or,
- (b) they receive any moving violation in a District vehicle within 36 months of report date; or,
- (c) they are involved in an accident within 36 months of report date.

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II. A driver will be placed on a 12-month driving probation if they earn three points within 36 months of report date. Additional point violations within this probation period will affect a 120-day suspension of District driving privileges. If their job routinely involves driving a vehicle and if having driving privileges suspended would impose a hardship on normal District operations, they may be terminated from employment, in accordance with the procedures in Chapter 10 of the Personnel Rules.

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III. A driver will be suspended from District driving privileges for 120 days if:

- (a) they earn four or more points within 24 months of report date; or,
- (b) they earn six or more points within 36 months of report date; or,
- (c) they receive a citation for DUI, DWI, reckless driving, or speed contest on personal time within 36 months of report date; or,
- (d) if they are involved in two chargeable (resulting in a point violation) accidents within 24 months of report date. If their job routinely involves driving a vehicle and if having driving privileges suspended would impose a hardship on normal District operations, they may be terminated from employment, in accordance with the procedures in Chapter 10 of the Personnel Rules.

IV. A driver will be permanently suspended of District driving privileges if:

- (a) they receive a citation for DUI, DWI, reckless driving, or speed contest while driving during District business within 36 months of report date; or,
- (b) they receive two citations for DUI and/or DWI, two citations for reckless driving, or two citations for speed contest on personal time within 12 months of report date. If their job routinely involves driving a vehicle and if having driving privileges suspended would impose a hardship on normal District operations, they may be terminated from employment, in accordance with the procedures in Chapter 10 of the Personnel Rules.

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V. Occasionally, it may be brought to the District's attention that an employee is exposing the District to undue liability through poor driving techniques and habits. All such complaints will be investigated and acted upon accordingly.

VI. Defensive Driver Training. All drivers shall attend an approved defensive driver-training course at least once every four years. Directors are encouraged to attend courses, but cannot be required to do so in accordance with State law.

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9.3 Cellular Telephone Usage

Employees may be provided with a business cell phone, tablet, or camera for conducting official business. All uses of cell phones, tablets, or cameras shall be done in conformance with District policies and federal and State law. Cellular telephone usage includes, but is not limited to phone calls, text messaging, and usage of applications on smart phones (“Phone Usage”).

Personal cellular telephones may be used by employees during work time hours only for essential personal calls, or for an occasional personal business call. Essential personal calls are defined as calls of minimal duration and frequency that are urgent in nature and cannot be made at another time. Examples of essential personal calls are calls to arrange for care of a child or other family emergency, to alert a family member of an unexpected delay due to a change in work schedule, or to arrange for transportation or service in the event of car trouble, etc.

To the extent possible, Phone Usage ~~should~~must be confined to rest and lunch breaks, and in locations such that the conversation is not disrupting to other employees or District business.

9.3.1 Cellular Phone Safety

For safety reasons personal and District-owned Phone Usage is not be permitted while employees are engaged in a continuous operation, such as a member on a utility crew engaged in the construction or repair of District facilities.

Employees are expected to operate District vehicles and equipment in a safe and prudent manner. Accordingly, employees may not use cell phones while driving unless the phone is specifically designed and configured to allow hands-free listening and talking. Similarly, employees are not permitted to text while driving.

Chapter 10: Disciplinary Action

10.1 General Rules of Conduct

The District expects all of its employees to act in the best interest of the District and its customers and residents. It is the responsibility of all employees to observe all rules, guidelines, and operating procedures of the District. The District further expects that each of its employees will act in a polite and professional manner when dealing with members of the public and other employees. These General Rules of Conduct, along with the “Examples of Unacceptable Conduct” listed below, are not meant to be all inclusive, but rather to provide illustrations of acceptable conduct versus problematic conduct.

10.2 Examples of Unacceptable Conduct.

The following list presents examples of some of the types of unacceptable conduct that may result in disciplinary action, up to and including immediate termination. This list is not an exhaustive list of what may result in discipline, up to and including immediate termination:

- A. Fraud in securing employment;
- B. Abuse of sick leave, continued absenteeism or tardiness, and/or unexcused absences;
- C. Falsification of records;
- D. Inadequate job performance;
- E. Dishonesty;
- F. Violence or threat violence towards other employees or the public;
- G. Conviction of a felony or misdemeanor involving a crime of moral turpitude;
- H. Theft;
- I. Negligent or reckless operation of District vehicles and equipment;
- J. Falsification of, or material omission from any employment application, payroll records, time reports, or other the District documents;
- K. Violation of any of the District’s Policies, Procedures, Administrative or Operational Directives, including any policies in these Personnel Guidelines, or inducing other employees to violate any such rules;
- L. Violation of the District’s Purchasing Policies;
- M. Violation of safety rules or practices;
- N. Violation of the District’s policy prohibiting harassment, abusive conduct or discrimination;
- O. Violation of the District’s Drug and Alcohol Free Workplace Policy;
- P. Sleeping during work hours is prohibited unless separate authorization has been given;
- Q. Possession of firearms or dangerous weapons on District property;
- R. Private use of District equipment, vehicles, tools, and materials.

- S. Unauthorized disclosure of or other failure to properly protect trade secrets of the District;
- T. Soliciting coworkers when either employee is on working time being paid for by the District is prohibited, including the use of e-mail. Distribution or posting of pamphlet, leaflets, or any other literature in the District offices is prohibited during working time of any employee involved.

10.3 Types of Disciplinary Action

Disciplinary action includes oral warning, written warning, disciplinary probation, suspension, reduction in salary, demotion, reduction in salary, or termination of employment.

- A. Oral Warning: communication to an employee that his or her performance or behavior must be improved and failure to do so may result in more serious discipline. An employee's supervisor or the General Manager ~~may~~ shall note the date, time, and content of oral reprimand, but no record of oral reprimand shall be placed in the employee's personnel file unless subsequent action is necessary.
- B. Written Warning: a formal written notice to an employee that further disciplinary action will be taken unless his or her performance or behavior improves. A copy of the written reprimand is given to the employee and the original is filed in the employee's personnel file. The employee must acknowledge receipt of the written warning by signing the letter at the time of presentation; this signature signifies only the receipt of the document; it does not signify the employee's agreement with the allegations.
- C. Disciplinary Probation: this form a disciplinary action lasts for a specified period of time, not to exceed six (6) months. Employees on disciplinary probation may be terminated for failure to meet performance or behavior standards as provided by in the employee's job classification.
- D. Suspension: the temporary removal of an employee from his or her duties without pay for disciplinary purposes for up to thirty (30) working days. Employees suspended from his or her employment with the District forfeit all rights, privileges, and salary with the exception of group health and life insurance benefits.
- E. Reduction in Salary: a decrease in salary paid to an employee for a specified period of time for disciplinary purposes.
- F. Demotion: the removal of an employee from a position to another position carrying a lower maximum rate of pay, as a result of a disciplinary action.

- G. Discharge: the removal of an employee from District services, as provided for in these Guidelines.

10.4 Disciplinary Notice/Appeal Procedure

This Section does not apply to probationary or temporary employees.

10.4.1 Written Notice of Proposed Action

In the event the District imposes disciplinary action as described in section 10.3, subsections C-G, the employee will be given a notice of the disciplinary action.

~~A. Notice of Disciplinary Action~~

~~Whenever a disciplinary action is to be taken against an employee, the employee shall be notified in writing of the proposed disciplinary action to be taken. The notice may be served upon the employee, either personally or by certified mail, and shall contain the following information:~~

- ~~1. A statement of the disciplinary action to be taken.~~
- ~~2. The effective date of the disciplinary action.~~
- ~~3. The reason or cause of the disciplinary action.~~
- ~~4. A summary of the facts upon which the charges are based.~~
- ~~5. Notice that the employee may inspect copies of all materials upon which the disciplinary action is based.~~
- ~~6. A statement notifying the employee that he or she has ten (10) business days in which to respond orally or in writing regarding the proposed disciplinary action.~~
- ~~7. Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.~~

~~AB. Notice of Suspension-Disciplinary Action~~

~~Prior to the imposition of discipline as described in section 10.3, subsections C-G, a regular employee shall be provided a written notice or "Skelly letter" by the employee's supervisor or General Manager proposing to implement discipline which contains:~~

- ~~1. Notice of the proposed action;~~
- ~~2. The reasons for the proposed action;~~
- ~~3. A copy of the charges and any materials upon which the proposed action is based;~~
- ~~4. Notice that the employee is entitled to an opportunity to respond within five (5) working days after the notice has been served upon employee to the charges orally or in writing, or both, personally or with a representative who may be an attorney;~~
- ~~5. The date and time of the response or "Skelly" meeting, which shall be held according to section 10.4.2;~~

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6. Notice that if the employee fails to attend the response meeting the employee shall be deemed to have waived all rights to said meeting and from appeal to any action taken.

10.4.2 Response Meeting/Skelly Hearing

No more than ten (10) business days after the notice has been served upon employee, employee shall have the opportunity to refute charges or present facts that is known as a "Skelly" Review meeting with the General Manager. The employee may respond orally or in writing, personally or with a representative. Neither party shall be entitled to call witnesses or take testimony.

If an employee fails to respond to the notice for a Skelly Review meeting, the General Manager or his or her designee shall notify the employee in writing that his or her time to respond has expired, and that the discipline shall be imposed.

If the employee requests a Skelly Review meeting, the General Manager shall consider information contained in the charges and recommendations, as well as information presented by the employee or his or her representative and issue a Final Notice as set forth in Section 10.4.3.

~~No less than ten (10) business days after the notice has been served upon employee, employee shall have the opportunity to refute charges or present facts that may not be known at a "Skelly" hearing. The employee may respond orally or in writing, personally or with a representative. Neither party shall be entitled to call witnesses or take testimony.~~

~~At the meeting, the General Manager may consider information contained in the charges and recommendations, as well as information presented by the employee or his or her representative.~~

10.4.3 Post-Skelly Final Notice

Within ten (10) days after the Skelly ~~Hearing~~Review meeting, the ~~appropriate authority~~General Manager or his or her designee shall: 1) dismiss the notice and take no disciplinary action against the employee; 2) ~~modify the intended disciplinary action~~issue disciplinary action that is less severe than the intended ~~disciplinary action~~; or 3) prepare and serve upon the employee a final notice of disciplinary action.

The final notice of disciplinary action shall include the following:

1. The disciplinary action taken.
2. The effective date of the disciplinary action taken.
3. Specific charges upon which the action is based.
4. A summary of the facts upon which the charges are based.
5. The written materials, reports and documents upon which the disciplinary action is based.

6. The employee's right to appeal.

If an employee fails to respond to the notice for a Skelly ~~Hearing~~Review meeting, the General Manager shall notify the employee in writing that his or her time to respond has expired, and that the discipline shall be imposed.

Disciplinary action other than a suspension, demotion or termination (i.e., written or oral reprimands) shall not be subject to appeal. Disciplinary action consisting of a suspension, demotion or termination may be appealed by regular employees pursuant to Sections 10.4.4 and 10.4.6.

10.4.4 Appeals of Disciplinary Action

Any regular employee shall have the right to appeal to the General Manager from any disciplinary action taken by his or her supervisor following a Skelly hearing. Such appeal shall be in writing and must be filed with the General Manager within ten (10) business days after receipt of written notice of such disciplinary action. Failure to file an appeal within such period constitutes a waiver of right to appeal.

The appeal hearing shall be an evidentiary hearing with due process rights including the right to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel and findings to support the decision. However, the formal rules of evidence shall not apply, and the hearing officer shall be entitled to rely upon any evidence that reasonable persons would commonly rely upon in the course of the conduct of their business.

~~The General Manager shall conduct a hearing as provided above. Neither the provisions of this section or this Chapter shall apply to reductions in force or reductions in pay, which are part of a general plan to reduce or adjust salaries and wages. However, any reduction in pay is subject to the meet and confer process pursuant to Government Code sections 3504.5 and 3505.~~

The hearing officer shall conduct an appeal within thirty (30) days of receipt of employee's request for appeal or as soon as practical. The parties may continue the hearing either for the convenience of the District or for good cause upon written application of the appellant or District, for a period not to exceed an additional thirty (30) days from the receipt of the appeal. Written notice of the time and place of the hearing shall be conducted in accordance with the provisions of Section 11509 of the Government Code of the State of California, except that the appellant and other persons may be examined as provided in Section 19580 of said Government Code, and the parties may submit all proper and competent evidence against, or in support of the causes.

Neither the provisions of this section or this Chapter shall apply to reductions in force or reductions in pay, which are part of a general plan to reduce or adjust salaries and wages. However, any non-disciplinary reduction in pay is subject to the meet and

confer process pursuant to Government Code sections 3504.5 and 3505.
~~In the event the General Manager institutes the disciplinary action against an employee, he or she shall be disqualified from presiding at the appeal hearing. In such case, the Hearing Officer will be appointed pursuant to section 10.4.11.~~

10.4.5 Selection of Hearing officer for Appeal of Disciplinary Action

~~Upon receipt of a disciplinary appeal hearing request, the General Manager or his or her designee shall order that the matter be heard by a neutral hearing officer selected from a listing of arbitrators supplied by the State Conciliation Service. The individual shall be selected from a listing of five (5) individuals identified by the State Conciliation Service. If the parties cannot mutually agree upon a hearing officer, the hearing officer shall be selected by the parties through alternate the striking of names. The cost of the hearing officer will be shared equally between the parties.~~

~~If the General Manager is disqualified, the appeal shall be heard by a hearing officer provided to the District by a non-profit organization or governmental agency with whom the District has contracted to conduct hearing pursuant to these Guidelines. No hearing officer shall be compensated or evaluated, directly or indirectly, based upon the outcome of any hearing.~~

10.4.6 Appeal Hearing

~~The appointed hearing officer shall conduct an appeal within thirty (30) days of receipt of employee's request for appeal. The appointed hearing officer may continue the hearing either for the convenience of the District or for good cause upon written application of the appellant or District, for a period not to exceed an additional thirty (30) days from the receipt of the appeal. Written notice of the time and place of the hearing shall be conducted in accordance with the provisions of Section 11509 of the Government Code of the State of California, except that the appellant and other persons may be examined as provided in Section 19580 of said Government Code, and the parties may submit all proper and competent evidence against, or in support of the causes.~~

~~The General Manager or the appointed hearing officer shall conduct an appeal within thirty (30) days of receipt of employee's request for appeal. The General Manager or the appointed hearing office may continue the hearing either for the convenience of the District or for good cause upon written application of the appellant or District, for a period not to exceed an additional thirty (30) days from the receipt of the appeal. Written notice of the time and place of the hearing shall be conducted in accordance with the provisions of Section 11509 of the Government Code of the State of California, except that the appellant and other persons may be examined as provided in Section 19580 of said Government Code, and the parties may submit all proper and competent evidence against, or in support of the causes.~~

10.4.7 Representation at Appeal

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Any District employee other than those appointed to supervisory, management, and confidential classifications shall be permitted to represent another District employee or group of District employees at the hearing of the appeal. The appellant may appear in person and/or be represented by counsel and/or a union representative.

10.4.8 Notices to Witnesses: Cost

The General Manager shall issue notice for the appearances of witnesses for the appellant upon his written request and at his cost. The General Manager may require such cost to be prepaid.

10.4.9 Failure of Employee to Appear at Appeal Hearing

Failure of the appellant to appear at the hearing, without the prior written approval of the hearing officer, shall be deemed a withdrawal of his or her appeal and the action of the General Manager or supervisor shall be final.

10.4.10 Decision on the Appeal

The hearing officer shall render a written decision within thirty (30) days after concluding the hearing or as soon as practical. The hearing officer's decision shall be final and binding.

10.4.11 Time Limits

In the event of extenuating circumstances, the time limits in this Section 10.4 may be extended to a definite date by written agreement between the employee and the District.

~~The General Manager or appointed hearing officer shall render a written decision within thirty (30) days after concluding the hearing. The General Manager's decision shall be final and conclusive, except when an employee is suspended for more than three (3) days or discharged. A copy of such decision shall be forwarded to the appellant. If the disciplinary action taken against the employee is reversed or modified by the General Manager or an appointed hearing officer, the employee will be compensated for the time lost, if any, that resulted from the reversed disciplinary action.~~

~~In cases involving suspending an employee for more than three (3) days or discharging an employee, a copy of such decision shall be forwarded to the employee.~~

10.4.11 Notice of the Binding Arbitration

~~The employee may, within ten (10) business days after receipt of written notice of the General Manager's or hearing officer's decision, give notice to the General Manager that the association representing the grieved employee will submit the~~

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~~matter to binding arbitration. The arbitrator shall be selected in accordance with section 10.4.11, and the cost of arbitration shall be borne equally between the District and the employee. The arbitration hearing shall be held within thirty (30) days from the date of the request by employee to submit to arbitration. The parties may agree to continue the date of the arbitration hearing by mutual agreement.~~

10.4.12 Selection of Arbitrator

~~The District and exclusive employee representative shall maintain a list of no less than five (5) and no more than seven (7) arbitrators to utilize in accordance with this section. The names shall be selected by mutual agreement of the parties and shall be refreshed from time to time as needed by mutual agreement.~~

~~Whenever an arbitrator is needed to preside over an arbitration hearing, the District and employee, or employee's representative shall stipulate to an arbitrator on the arbitration list. If no stipulation can be reached, the parties shall each take turns striking arbitrator names until only one name is left. The party to strike the first name from the list shall be the District, if the date of the name striking occurs on an odd number date. The appellant or his or her representative shall strike the first name if such striking occurs on an even numbered date.~~

~~The remaining arbitrator shall be designated by the parties to preside at the hearing and render a final and binding decision in the matter.~~

~~The binding arbitration hearing shall be conducted in accordance to the procedures set forth in section 10.4.6.~~

Chapter 11: Grievance Procedure

With the exceptions below, a grievance is defined as a complaint by an employee that the District has violated a written policy contained in these Guidelines, an applicable MOU between the District and a recognized employee organization, or a provision of federal, state, or local law, which adversely affects the employee. Specifically excluded from the grievance procedures are claims or complaints of alleged discrimination or harassment, performance evaluations, and all disciplinary actions. Specific procedures for concerns regarding those items are addressed in separate sections of these Guidelines.

11.1 Grievance Procedure Steps

Level I. Preliminary Informal Resolution. An employee who believes she or he has a grievance shall present it orally to her or his immediate supervisor within ten (10) business days after the employee knew, or reasonably should have known, of the circumstances that form the basis for the grievance. The immediate supervisor will discuss the grievance with the employee and respond to the employee in writing within ten (10) business days after their discussion. If the grievance is against the employee's supervisor, the employee may

skip Level I and advance to Level II, provided he or she complies with all applicable time limits and other requirements for Level I.

Level II, Supervisor. If the grievance is not resolved at Level I, the employee may present her or his grievance in writing to his or her supervisor or to the General Manager within ten (10) business days of the date of the Level I response.

The Level II grievance shall include the following:

- A. A concise statement of the grievance, including specific reference to the policy allegedly violated;
- B. The circumstances involved;
- C. The decision rendered at Level I, if any;
- D. The dates when: (i) the grievance was first discussed with the immediate supervisor; (ii) the Level I response was issued; and (iii) the employee submitted the grievance to Level II; E. The specific remedy sought.

Within ten (10) calendar days of receipt of the employee's Level II grievance, the employee's supervisor or the General Manager shall meet with the employee and try to resolve the dispute. He or she shall issue a written response to the employee within ten (10) calendar days of the meeting with the employee. If no response is issued within the time limit, the grievance will be deemed denied at that level and the employee may appeal to the next level.

Level III, General Manager. In the event the grievance is not resolved at Level II, the employee may, within seven (7) business days of the date of the Level II response, appeal the decision in writing to the General Manager. If the decision being applied was made by the General Manager, then the employee may skip Level II and proceed to Level IV. The Level III appeal shall include a copy of the original grievance; a copy of the written Level II decision; and a clear, concise statement of the reasons for the appeal to Level III.

Within ten (10) calendar days from the date of General Manager's receipt of the Level III grievance, the General Manager will issue a written determination to the employee.

Level IV, Hearing. If the grievance is not resolved at Level III or if the grievance is against the General Manager, the employee may, within seven (7) business days of the date of the Level III written response, appeal the decision by submitting to the General Manager a written request for appeal by a designated hearing officer, who will be selected in accordance with section 10.4.11.5. ~~The costs, if any, for the services of the hearing officer will be split equally between the employee and the District, not to exceed more than five hundred dollars (\$500.00).~~ After the hearing, the hearing officer will issue an advisory written recommendation on the matter to the Board of Directors, who will consider the recommendation in closed session. The Board of Directors will then issue a final decision on the appeal, subject to judicial review.

11.2 General Rules for Grievances

All employee grievances must follow the steps outlined above. Except as expressly stated in this policy, at no time may an employee bypass a step. Employees shall not approach the General Manager directly with a grievance as an initial matter, unless the General Manager is the employee's direct supervisor. Time limits set forth above may be extended upon the written consent of both parties. Employees will not be retaliated against for filing or pursuing a grievance in good faith under this procedure. Employees are entitled to representation throughout the grievance process.

If an employee does not present the grievance, or does not appeal the decision rendered regarding the grievance, within the time limits specified above, the grievance shall be considered withdrawn.

A copy of all formal grievance decisions shall be placed in a grievance file belonging to the District. A copy of the grievance decision will be provided to the employee.

The parties by mutual written consent may extend any of the time limits set forth in this section.

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11.3 Expungement of Written Reprimands

A written reprimand may be expunged upon sustained corrective behavior, as determined by the General Manager, after a period of three (3) years from the date of the reprimand. It is the responsibility of the employee to request that his or her personnel file be purged of the written reprimand.

The General Manager will consider the following factors in making his or her decision:

1. whether the employee received further discipline of any kind;
2. employee's performance evaluation reviews are at least satisfactory in all categories; and
3. that the only one expungement can occur during their employment with the District.

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Chapter 12: Employee Records

12.1 Personnel Records and Information

The District retains personnel records concerning its employees. Such records ordinarily include applications, insurance forms, payroll deduction authorizations, performance appraisals, certain pay records, transfer and promotion forms, records of disciplinary action, training records, and any certificates or credentials required for an employee's job. Other information concerning employees may be kept as personnel records at the discretion of the District.

In order to keep personnel records current, the General Manager or his or her designee must be notified of any change in an employee's personal status and information, such as which may include, but is not limited to: changes of address, telephone number, marital status,

military status, any birth or death in an employee's immediate family, any change in the name or telephone number of the person to be notified in case of emergency, any change in insurance beneficiary, or any other information needed to maintain accurate records. These changes shall be provided to the General Manager or his or her designee within thirty (30) days of the change in an employee's personal status.

Each employee is also responsible for providing the District with records concerning any licenses or certificates required in the performance of his or her job, as well as any documents showing that education or training relevant to employment has been completed.

12.2 Release of Information

Personnel records are considered confidential. Employees may examine their own personnel records, except for letters of reference, by contacting the General Manager, ~~or his or her designee.~~ Employees may authorize the release of their own personnel records by executing a written request identifying the records to be released and the person or entity to which they may be released.

Ordinarily, no information on past or present employees shall be provided by the District, other than employment dates and job title, unless such requests for information are accompanied by a signed authorization by the employee to release the information requested.

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Chapter 13: Personnel Actions

13.1 Separation Procedures

Employees who separate from the District for any reason will be paid for any comp time or vacation time that is accrued but unused at the time of their termination. Employees do not receive any pay out for accrued but unused sick leave at termination, or at any other time.

Terminating employees may be eligible to continue coverage under the District's group health insurance at their own expense pursuant to COBRA.

13.2 Disciplinary Termination

Employees who are terminated for disciplinary reasons or for "good cause" as defined in these Guidelines are not eligible for rehire.

13.3 Layoff Policy and Procedure:

1. **Statement of Intent:** Whenever the Board determines necessary to abolish any District position, the employee holding such position or employment may be laid off or demoted without disciplinary action and without the right of appeal.
2. **Notification:** Employees to be laid off will be given, whenever possible, at least fourteen (14) calendar days prior notice, if possible.
3. **Order of Layoff:** Employees are generally laid off in the inverse order of their seniority in their classification in the department, although this order is subject to business needs. Seniority is determined based upon date of hire in the department. Within each class, and subject to business needs, employees will generally be laid off in the following order: temporary, part-time, probationary, and regular.

In cases where there are two or more employees in the classification in the department from which the layoff is to be made who have the same seniority date, such employees will be laid off on the basis of the last evaluation rating in the class, providing such rating has been on file at least 30 days and no more than 12 months prior to lay off, as follows:

First, all employees having ratings of “improvement needed;” second, all employees having ratings of “competent;” third, all employees having rating of “outstanding.”

4. **Transfer in Lieu of Layoff:** An employee affected by layoff may be transferred to a vacant position within the same or comparable classification, or a vacant position in any former classification, first within the affected department and then District-wide, which the employee once held as a regular employee, provided that the employee meets the minimum qualifications of said positions and the compensation is at the same or lower rate of pay.
5. **Re-employment Rights for Laid Off Employees:** Regular employees who have been laid off shall be automatically placed on a re-employment list for 2 years from the date of layoff for the classification from which they were laid off.
6. **Mass Layoff:** If the District finds it necessary to enforce a mass layoff, it must provide at least a sixty (60) day notice prior to the mass layoff. A mass layoff is defined as job loss for at least fifty (50) employees in a thirty (30) day period. California’s WARN Act, codified in Labor Code Sections 14001408 also applies to the closing of an industrial or commercial facility with at least seventy-five (75) employees, or the relocation of an industrial or commercial facility with at least 75 employees to a location at least one hundred (100) miles away.

13.4 Voluntary Resignations in Good Standing

An employee who resigns in good standing is eligible to seek for re-employment with the District. Good standing shall mean providing at least a two (2) week notice and the completion of all necessary exit forms and exit interview.

13.5 Exit Interview

~~For the purpose of ascertaining potential eligibility for unemployment insurance benefits,~~
All employees separating from the District for any reason shall be given an interview prior to termination.

The interview shall be conducted by ~~a representative of~~ the General Manager and shall produce specific information as to the causes and reasons for the separation. The information shall be recorded on a standard form provided by the District, which the employee shall be required to sign.

A copy of the complete report shall be transmitted to the employee’s immediate supervisor and General Manager for comment and be returned for retention in the employee’s personnel file.

13.5.1 Property Return Agreement

Upon employment with the District, each employee may complete a Property Return Agreement if they receive any District property. Property includes, but is not limited to, laptops, cell phones, PDAs, equipment, keys, reports, proprietary information, and any other job related materials. All District property must be returned prior to departure.

13.5.2 Employment Reference Checks

All inquiries regarding a current or former District employee must be referred to the General Manager. Should an employee receive a written request for a reference, he or she must refer the request to the General Manager for handling. Employees may not issue a reference letter to any current or former employee without the permission of the General Manager.

Under no circumstances should an employee release any information about a current or former employee over the telephone. All telephone inquiries regarding any current or former employees of the District must be referred to the ~~District~~ General Manager.

In response to an outside request for information regarding a current or former District employee, the General Manager will only verify an employee’s name, date of employment, and job title. No other data regarding any current or former District employee will be released unless the employee authorizes the District to

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release such information in writing or the District is required by law to furnish any information.

If, however, an employee is contacted to give a personal reference regarding a current or former District employee, he or she is permitted to do so and should emphasize to the inquirer that the reference is personal only and not on behalf of the District.

Failure to follow these directions may be cause for corrective action up to and including termination.

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Chapter 14: Internet, E-mail and Electronic Communications

The District believes that employee access to and use of the internet, e-mail, and other electronic communications resources benefits the District and makes it a more successful local public agency. However, the misuses of these resources have the potential to harm the District's short- and long-term success. Employees should have no expectation of privacy in work-related emails or internet usage while using District computers.

The District has established this policy to ensure that the District employees use the District provided computer resources, such as the internet and e-mail, in an appropriate manner.

14.1 Rules Regarding Prohibited Use

Employees shall not use the District internet and e-mail in an inappropriate manner. Prohibited use of the internet and e-mail systems includes, but is not limited to:

1. Accessing internet sites that are generally be regarded in the community as offensive (e.g., sites containing pornography or that exploit children), or accessing sites for which there is no official business purpose (e.g., social media websites or online shopping websites).
2. Engaging in any profane, defamatory, harassing, illegal, discriminatory, or offensive conduct or in any conduct that is otherwise inconsistent in any way with the District policies.
3. Distributing copyrighted materials.
4. As computer viruses can become attached to executable files and program files, receiving or downloading executable files and programs via electronic mail or the internet without express permission of the Systems Administrator is prohibited. This includes, but is not limited to, software programs and software upgrades. This does not include e-mail or documents received via e-mail and the internet.
5. Use of another person's name or account, without express permission of the System Administrator, is strictly prohibited.

6. Using the District's computer resources for personal social media, online shopping, and other similar online commercial activity.
7. Employees must respect all copyright and licensed agreements regarding software or publication they access or download from the internet. The District does not condone violations of copyright laws and licenses and the employee will be personally liable for any fines or sanctions caused by the employee's license or copyright infringement.

14.2 Additional Guidelines

Employees are expected to understand and comply with the following additional guidelines regarding use of the internet and District computer systems.

1. Internet access is to be used for the District business purposes only. Employees who have completed all job tasks should seek additional work assignments. Use of the internet should not interfere with the timely and efficient performance of job duties. Personal access to the internet and e-mail is not a benefit of employment with the District. Limited personal use of the District's systems to access internet, e-mail, and other electronic communications may be permitted only during the employee's authorized break time.
2. Employees do not have any right or expectation to privacy in any the District computer resources, including e-mail messages produced, sent, or received on the District computers or transmitted via the District's servers and network. The District may monitor the contents of all computer files and e-mail messages to promote the administration of the District operations and policies.
3. Employees' access to and use of the internet, e-mail, and other electronic communications on the District systems is monitored, and such files and electronic communications may be reviewed by the District at any time. Employees have no expectation of privacy.
4. Deleting an e-mail message does not necessarily mean the message cannot be retrieved from the District's computer system. Backup copies of all documents, including e-mail messages, that are produced, sent, and received on the District's computer system, can be made.
5. E-mail and any attachments are subject to the same ethical standards, and standards of good conduct, as are memos, letters, and other paper-based documents.
6. Currently all District e-mail sent is not encrypted. Unencrypted electronic mail is not a secure way of exchanging information or files. Accordingly, employees are cautioned against transmitting information in an electronic mail message that should not be written in a letter, memorandum, or document available to the public.

7. E-mail, once transmitted, can be printed, forwarded, and disclosed by the receiving party without the consent of the sender. Use caution in addressing messages to ensure that messages are not inadvertently sent to the wrong person.
8. Virus scanning software shall be used where provided.
9. It is advisable for all employees of the District to remind customers, clients, and contractors of security issues when sending confidential electronic mail or documents to the District via electronic mail. If applicable, our customer, clients, or contractors should be reminded to implement a security policy and make sure their employees understand the ramifications of sending confidential information via electronic mail.
10. Employees must scan all downloadable materials before using or opening them on their computers to prevent the introduction of any computer virus.

Chapter 15: Miscellaneous Policies

15.1 Political Activity

Every employee has the right as a citizen to participate fully in the political process. Employees are encouraged to participate by attending public meetings, running for elected office, voting, and otherwise participating in the community as a good citizen. No employee, however, shall campaign for himself or herself or any other candidate or cause during District business hours, or during employee work time or using the District resources. No employee shall publicly campaign for any candidate or cause while wearing a District uniform, insignia, or otherwise while representing the District.

15.2 Desks, Lockers, Storage, and Other Personal Inspections

The District reserves the right to open and enter, upon reasonable suspicion and with or without the employee's permission any office, desk, locker, file cabinet, or other storage location on the District premises or work sites (including the District parking areas) and to inspect vehicles or any containers brought into the workplace or work site.

Although an employee may be assigned an office, desk, vehicle, locker, file cabinet, or other storage area or device by the District, such assignment shall not create an expectation of privacy in the use of such items or areas. These items remain the property of the District and may be searched at any time.

15.3 District Visitors

Access to the District facilities, except for public areas, is restricted for safety reasons. Employees shall not receive visitors at non-public areas of District facilities office except with the express permission of the General Manager. All visitors must check in at the business office and wait until the District personnel are available to meet with them at the business office.

15.4 Media Contact Policy

The General Manager is the designated point of contact for the District for all media contact, as the General Manager is the official spokesperson for the District. Any contact by the media to an employee of the District regarding the District shall be immediately reported to the General Manager. Unless approved by the General Manager, no employee shall issue a statement or communicate with the media on behalf of the District.

15.5 Phone Policy

The personal use of District phones should be limited to break and lunch times unless it is an emergency. Long distance use of ~~any~~ the District landline for personal use is prohibited unless specifically authorized by the employee's supervisor or General Manager.

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**SAN MIGUEL COMMUNITY
SERVICES DISTRICT**



**PERSONNEL GUIDELINES
AND POLICIES**

Adopted: MONTH XX, 2019

Resolution: 2016-30

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San Miguel Community Services District

Personnel Guidelines and Policy Manual

Chapter 1: Introduction

The San Miguel Community Services District (“District”) expects every District employee to be thoroughly familiar with, and to comply with these Personnel Guidelines and Policy Manual (“Guidelines”).

1.1 Disclaimer

The Guidelines do not represent a contract, nor should they be relied upon as binding promises made by the District. The District reserves the right to change, add to, or rescind any of the guidelines or policies after fulfilling its legally required meet and confer obligation with any District-recognized employee organization, as well as the right to determine their meaning, purposes, and effect.

1.2 Purpose and Scope of Guidelines

These Guidelines are intended to inform employees of the District’s position on basic employment-related subjects. They are not all-inclusive, but address those general topics most likely to be of interest to employees in the course of ordinary, day-to-day operations of the District. The Guidelines are to be used as a reference by employees and supervisors.

Guidance to Reader: These Guidelines apply to all employees of the District. An employee who fails to comply with one or more Guidelines may be subjected to disciplinary procedures as specified herein, up to and including termination.

1.3 Equal Employment Opportunity Policy

The District’s employment decisions are based on merit, qualifications, and the legitimate business-related needs of the District. The District does not discriminate against its employees or applicants because of race, color, religion, sex, pregnancy, national origin or citizenship, ancestry, age, marital status, registered domestic partner status, mental or physical disability, political affiliation, medical condition, sexual orientation, gender identity or gender expression, veteran status, genetic information, or any other basis protected by law. Equal employment opportunity is extended by the District to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, training, promotion, discipline, layoff, and termination.

1.4 Conflict with Other Policies

If a provision of these Guidelines conflicts with any provision of an applicable collective bargaining agreement entered into by the District and a recognized employee organization,

to the extent of such conflict, the provision of the collective bargaining agreement shall prevail.

1.5 Severability

If any section, subsection, sentence, clause, or phrase of these Guidelines is for any reason held illegal, invalid, or unconstitutional by decisions of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

1.6 Amendment of Policies

The General Manager may, at any time, make recommendations for the amendment and revision of these Guidelines to the Board of Directors (“Board”). However, amendments and revisions that fall within the scope of representation shall not be approved by the Board until after meeting and conferring in good faith with representatives of recognized employee organizations representing employees of the District.

1.7 Employment Constitutes Acceptance of Rules

In accepting employment with the District, each employee agrees to be governed by and to comply with the Guidelines and rules established by the General Manager pursuant thereto, and rules, regulations, and directives of the department in which employee is employed. Each employee will receive a copy of these Guidelines and are expected to read and be familiar with its contents and provisions and shall sign the “Acknowledgement of Receipt” form acknowledging acceptance.

All employees holding a position with the District on the effective date of these Guidelines shall thereafter be subject in all respect to the provisions herein except where excluded from coverage.

Chapter 2: Employment Practices

2.1 Classification of Employees

2.1.1 Probationary Employees – All District employees are considered probationary employees from their date of hire until the completion of twelve (12) months of service with the District. These employees are entitled to accrue vacation, sick leave, comp time off and health benefits from date of hire and entitled to use sick leave with General Manager approval from date of hire. Vacation leave is accrued from date of hire but may be only used after six (6) months of employment. Temporary employees who are later hired as regular District employees shall begin their probationary period starting from their first day of regular, non-temporary employment. The General Manager, in conjunction with the employee's supervisor may elect to extend the probationary period for any employee up to an additional three (3) months.

2.1.2 Regular Part-time Employees – Employees, who have served the required probationary period satisfactorily, are not temporary employees, and are regularly scheduled to work fewer than forty (40) hours per week in an established position on a year-round basis are regular part-time employees.

2.1.3 Regular Full-time Employees — Regular full-time employees are those who are regularly scheduled to work at least forty (40) hours per week, are not temporary employees, and who have successfully completed the probationary period.

2.1.4 Temporary Employees — Employees serving in a position in which the requirements of their services are temporary in nature are temporary employees. A temporary employee shall not work more than 1,000 hours in a fiscal year. This classification includes, but is not limited to, personnel employed for the following: seasonal workloads and emergency extra workloads. Temporary employees are not eligible for any employee benefits, except as required by law. A temporary employee may take time off without pay with the approval of his or her supervisor or General Manager and shall be permitted to take time off for the District-recognized holidays without pay.

2.1.5 Exempt Employee — An employee who is exempt from the minimum wage and overtime requirements of the Federal Fair Labor Standard Act (“FLSA”). To be considered "exempt," an employee must work in a bona fide executive, administrative, or professional capacity and be paid on a salary basis as required by the FLSA. These positions shall be so designated in the classification plan.

2.1.6 Non-Exempt Employee — An employee who is not a bona fide executive, administrative, or professional employee as defined by the FLSA. Non-exempt employees earn overtime pay in accordance with the overtime requirements of the FLSA.

2.2 Recruitment

2.2.1 Announcement

All recruitments for classification vacancies within the District shall be publicized by such methods as the General Manager deems appropriate, consistent with District standards. Special recruiting shall be conducted, if necessary, to ensure that all segments of the community are aware of the forthcoming examination(s). Announcements shall specify the title and compensation of the classification; the nature of the work to be performed delineating the essential and marginal functions of the job; the minimum qualifications for the classification; the manner of making application; the examination components; and other pertinent information.

2.2.2 Applications

Every applicant for examination shall file a formal, signed District employment application. Other methods of acceptable application due to an applicant's disability will be considered. Application forms shall require information covering training, experience, and other pertinent information as required by the General Manager. The General Manager may also require applicants to submit additional job related information.

2.2.3 Examinations

Examinations for the establishment of eligibility lists shall be competitive and by such character shall test and determine the qualifications, fitness, and ability of applicants to perform the essential functions of the classifications for which they seek appointment.

The examination may include an investigation of character, personality, education, experience, criminal history, credit bureau, drug & alcohol and any tests of intelligence, capacity, technical knowledge, manual skill, or job-related physical fitness that the General Manager deems appropriate.

The General Manager shall designate the procedure, time, place, and type of examination, the conditions under which it may be conducted, and the individual or competent agency who will conduct the examination. The District will make every reasonable effort to accommodate disabled applicants in the administration of employment tests in accordance with applicable law. Examinations may be promotional, open, or continuous as directed by the General Manager. In making a decision regarding the type of examination, the General Manager will consider the availability of qualified interested personnel in the District workforce, the

possible Affirmative Action implications, and the need for expediency in filling the position.

2.2.3.1 Open/Promotional Examinations

Any person who meets the requirements set forth in the open/promotional examination announcement may compete in open/promotional examinations. The General Manager may adopt and implement objective standards to initially screen applications in order to reduce the number of applicants to a manageable size.

2.2.3.2 Promotional Examinations

Regular and non-regular employees, except temporary employees, who meet the requirements set forth in the promotional examination announcement may compete in a promotional examination announcement.

2.2.3.3 Continuous Examinations

Continuous examinations may be administered periodically for a single classification. Names shall be placed on eligibility lists and shall remain on such lists as prescribed in Section 2.2.4.

2.2.4 Eligibility Lists

2.2.4.1 Establishment

As soon as possible after the completion of an examination, the General Manager shall prepare and maintain an eligibility list consisting of the names of the applicants or employees who qualified in the examination. The names on the list shall be in order based on each applicant's competitive score for the examination process, with the highest score being first on the list. Each applicant or employee shall be given notice of the results of his or her examination and ranking on the eligibility list.

Applicants on the eligibility list for a particular classification may be certified by the General Manager for consideration to hire for a classification in an equal or lower salary range in the event that an eligibility list for that classification does not exist, provided that the applicant is qualified. This may be done only with the approval of the General Manager. Applicants will not be removed from the eligibility list pursuant to Section 2.2.4.3 if they refuse to accept employment in the lower classification.

2.2.4.2 Duration of Lists

All eligibility lists shall remain in effect until exhausted or abolished by the General Manager for due cause. As a general policy, eligibility lists shall remain in effect for not more than one (1) year. Eligibility lists may remain in effect for more than one (1) year at the General Manager's discretion.

The General Manager may abolish eligibility lists with three (3) names or less before the one (1) year expires.

2.2.4.3 Removal of Names from Eligibility Lists

The General Manager may remove a name of any eligible candidate appearing on an eligibility list if:

- The eligible candidate requests that his or her name be removed;
- The eligible candidate fails to provide notification of a change in address;
- The eligible candidate fails to attend a scheduled interview;
- The eligible candidate declined an interview on two (2) occasions;
- The eligible candidate declined an offer of employment;
- The eligible candidate was on an eligibility list as a result of a promotional examination and has subsequently left District employment; or
- The eligible candidate was on a list for a specialized classification within one department of the District and was determined to be unsuitable by the Department head.

2.2.4.4 Disqualification

At any point in the recruitment and selection process, the General Manager may refuse to declare an applicant an eligible candidate, or may withhold or withdraw from certification, prior to appointment by the General Manager, anyone who:

- Has failed to provide proof for any of the requirements established in the announcement for the classification for which he or she applied;
- Has been convicted of a felony of such a nature as to have an adverse effect on the candidate's ability to perform the duties of the position;
- Has a history of dismissal from any position in public or private service for any cause, which would be a cause for dismissal from District employment;
- Has practiced or attempted to practice any deception or fraud in his or her application, examination, or in securing eligibility; or
- Is otherwise not qualified for employment with the District.

2.3 Hiring

Decisions regarding employment are based upon an individual's qualifications for the applicable position as described below.

2.3.1 Vacancies — Employees of the District are encouraged to apply for any vacant positions for which they are qualified. The District awards vacant positions to the applicants who are best suited to meet the needs of the District, regardless of whether the applicant is a current District employee or not.

If a vacancy is awarded to a current regular employee, that employee shall serve a six (6) month probationary period in that position with continued benefits for health care, sick leave, vacation and comp time-off. Within three (3) months of the move to the vacant position, the employee may return to their previous position with written notice to, and approval by the General Manager, so long as the position has not been filled.

2.3.2 Selection of employees — All persons considered for employment with the District shall be qualified to perform the duties of the position for which they are employed. Before reporting for their first day of work, employees shall be required to undergo a medical examination and drug/alcohol testing, which confirms their ability to perform the essential functions of the job. All persons considered for employment shall also be required to submit to a background check through the Department of Justice. If an applicant is applying for a position with the District, which requires driving a District vehicle, that applicant shall also submit a Department of Motor Vehicles report with his or her application.

Upon completion of such evaluation, the Board will be notified of final applicants, and the General Manager, or designee, shall select the applicant to be employed to fill the position opening, and shall promptly notify the Board of Directors of the name of the person selected. The Board of Directors shall review and approve such selection.

2.3.2.1 Citizenship Verification — All employees must provide necessary documentation to prove identity and their right to work in the United States in accordance with Federal and State Immigration and Naturalization laws. Failure to provide such documentation will result in disqualification from selection or immediate termination.

2.3.3 Probationary Period — The purpose of the probationary period is to give the District and the new employee the opportunity to determine whether employment relationship suits both parties. New employees may be eligible for health benefits under the Affordable Care Act after ninety (90) days of employment, if not enrolled in the District's health care coverage. During the probationary period, the District evaluates the employee's job performance, and it is expected that the employee will use this time period to determine whether the District employment is satisfactory to him or her. Generally, employee evaluations may be performed at three (3) months and/or six (6) months after the date of hire and shall be performed at the end of the twelve (12) month probationary period. The

employee's supervisor will conduct a written performance evaluation to ascertain the advisability of continued employment on a regular basis. However, written evaluations may be done at any time during the probationary period if determined to be necessary by the Supervisor or the General Manager.

Regardless of whether the supervisor completes a written performance evaluation, probationary employees are at-will and the District retains the right to terminate employment with or without cause, during the probationary period, in accordance with California law. Similarly, the probationary employee can end his or her employment at any time with at least two (2) weeks' written notice.

New employees hired for regular positions serve a probationary period of twelve (12) months, commencing with their first day of employment. The General Manager, in conjunction with the employee's supervisor or Department Head, may extend the probationary period one time if it is determined that such an extension is appropriate. The status of regular employment following the probationary period shall only occur after a successful evaluation has taken place, and only if confirmed in writing by the District.

2.4 Promotion

All regular employees of the District are eligible to apply and be considered for promotions for which they are qualified. An employee who is promoted shall serve a six (6) month probationary period in his or her new position.

2.5 Nepotism

2.5.1 Definitions:

2.5.1.1 "Relative" means spouse, registered domestic partner, child, stepchild, step-sibling, parent, step-parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, cousin, niece, nephew, or in-laws of those enumerated by marriage or domestic partnership.

2.5.1.2 "Spouses" means two persons who have a valid marriage or two people who are registered domestic partners.

2.5.1.3 "Supervisory relationship" means one in which one employee exercises the right to control, direct, reward, or punish another employee by virtue of the duties and responsibilities assigned to his or her District appointment.

2.5.2 Policy as to Relatives

The General Manager has discretion not to appoint, promote or transfer a person to a position within the same department in which the person's relative already holds a position, when such employment would result in any of the following:

- Create a direct or indirect supervisory relationship;
- The two employees having job duties, which require performance of shared duties on the same or related work assignment;
- Both employees having the same immediate supervisor; or
- A potential for creating an adverse impact on supervision, safety, security, morale, or efficiency that is greater for relatives than for unrelated persons.

2.5.3 Policy as to Employees Who Become Spouses or Domestic Partners—

If two District employees, who work in the same department, become spouses or become domestic partners, the Department Head has discretion to transfer one of the employees to a similar position in another department with General Manager approval. Although the wishes of the employees in question will be given consideration, the Department Heads retains sole discretion to determine which employee is to be transferred based upon District needs, operations, or efficiency. Notwithstanding any provision in these Guidelines, any such transfer that results in a salary reduction is not disciplinary and is not subject to any grievance or appeal.

If continuing employment of both employees cannot be accommodated in a manner that Department Head finds to be consistent with the District's interest in the promotion of safety, security, morale, and efficiency, then the Department Head retains sole discretion to separate one employee from District employment. Absent the voluntary resignation of one employee, the less senior employee will be separated, with at least thirty (30) days' notice to attain new employment, unless the employee is in violation of any of these policies as outlined in Chapter 10 of these Guidelines. Notwithstanding any provision in these Policies, any such separation is not considered to be disciplinary and is not subject to any grievance or appeal.

2.6 Employee Evaluations

In order to provide employees with information concerning their employment progress and to identify areas to improve job performance, the employee's supervisor and General Manager will conduct formal written employee evaluations at least once per year, preferably using the employee's hire date anniversary as desired for an annual evaluation,

Generally, employee evaluations may be performed at three (3) months and/or six (6) months after date of hire and shall be performed near the end of the twelve (12) month probationary period. In the event that an employee's supervisor or the General Manager determines that a regular part-time or regular full-time employee's job performance has not improved after receiving a written evaluation, the supervisor or the General Manager may elect to establish a performance improvement plan ("PIP"), also known as a performance action plan to provide an employee the opportunity to succeed while still being held

accountable for past performance. A PIP shall be used to address either failures to meet specific job performance-related or behavior-related issues.

2.6.1 Ratings

Performance evaluations shall be in writing on forms prescribed by the General Manager or his or her designee. The evaluation shall provide recognition for effective performance and also identify areas that need improvement. All evaluations will have an overall evaluation of Unsatisfactory, Improvement Needed, Satisfactory, Above Satisfactory, or Outstanding.

- Unsatisfactory Work is well below the standard expected of a competent worker in that job position, a majority of the time. Unsatisfactory ratings must be substantiated in a written statement by the evaluator.
- Improvement Needed performance is frequently less than the standard expected of a competent worker in that job position, and improvable with additional training, experience, or effort.
- Satisfactory Work performance consistently meets the standard expected of a competent worker in that job position.
- Above Satisfactory Work performance is generally above the standard expected of a competent worker in that job position, a majority of the time.
- Outstanding Work performance is consistently and distinctly well above the standard expected of a competent worker in that job position; performance is superior. Outstanding ratings must be substantiated in a written statement by the evaluator.

2.6.2 Evaluation Procedure

The performance evaluation must be signed by the evaluator and discussed with the employee. Unscheduled performance evaluations may be made at the discretion of the General Manager or his or her designee.

Performance evaluations can be appealed to the General Manager as outlined in the Grievance Procedure in Chapter 11 of these Guidelines. Employee evaluation grievances will only be considered by the General Manager; they will not be heard by the Board. The General Manager may only modify employee evaluations if there is a compelling reason to do so, and that reason must be clearly stated on the modified evaluation.

2.7 Training, Certification and Education

It is the employee's responsibility to maintain all appropriate or required licenses and certificates for his or her position. District will not pay for courses, credentials, licenses or certificates not required for an employee's duty position. If an employee loses a required license or certificate, he or she may be subject to discipline that may include demotion or termination.

The District supports education and training programs that improve the skills, qualifications, performance, and proficiency of the District employees. In addition, some of the positions within the District require employees to possess certifications. It is each employee's responsibility to maintain state-mandated certificates or credentials necessary to the employee's job assignment. The District will cover or reimburse any education and testing required to maintain job required certification. . If an employee fails a course and/or test required for certification then they will be responsible for all costs to re-take the course and/or tests.

Where the District requires the employee to take training or where the employee is required by his or her position to maintain certification, employee shall submit a written request for training or certification to the employee's Department Head, who shall then notify the General Manager of the required training.

2.8 Outside Employment

Any regular employee, who desires to engage in outside employment, shall first obtain a non-District conflict job approval from his or her supervisor or General Manager. The employee shall submit a statement to his or her Department Head and General Manager naming the prospective employer, his address and telephone number, and outlining the proposed duties and hours of work. Approval may be denied if, in the opinion of the supervisor or General Manager, such outside employment is incompatible with the proper discharge of the employee's official duties. All such approvals shall be subject to renewal by the General Manager, and shall be re-submitted prior to January 10th each year to maintain a valid, continuous authorization, or any time there is a change in employment or duties.

Any violations of this section shall constitute sufficient grounds for disciplinary action, up to and including dismissal.

2.9 Job Descriptions and Duty Statements

It is the District's responsibility to develop and maintain job descriptions for each position within a table of organization established by the Board of Directors.

Exhibit "B", incorporated herein by reference, shall provide a listing of said descriptions by position and also provides a compensation schedule by position.

All contract employees, including but not limited to, General Manager, Director of Utilities, Board Clerk/ Account Manager, Fire Chief and Assistant Fire Chief shall be subject to annual work performance evaluations per individual agreements and subject to Section 2.6 provisions. However, if the General Manager and the Fire Chief positions are held by the same individual, then the Board of Directors shall conduct the performance evaluation for those positions.

Chapter 3: Working Conditions

3.1 Regular Work Week

The regular workweek is forty (40) hours for all non-exempt full-time employees, ordinarily to be worked in five (5) eight-hour shifts, unless otherwise directed by General Manager or his or her designee. The workweek is defined as 12:01 A.M. Monday through midnight on Sunday except for those personnel working an alternative work week schedule. Utility staff normal work schedule will be scheduled to meet District operational needs.

Safety/Personnel may be assigned alternate work schedules and an alternative workweek.

Operations and administrative staff may be assigned other work hours from time to time as determined by the department head or General Manager to best cover operational needs of the District. Employees shall report ready to begin work at the start of their shift and work until the shift ends.

3.2 Overtime Policy

Due to the nature of the service the District provides the public, non-exempt personnel may be required to work overtime, which may include weekend duty along with days which are longer than eight hours in length.

All overtime hours worked shall be authorized in advance by the Department Head with notification in writing to the General Manager. Employees working overtime without prior approval by the appropriate individual may be subject to discipline.

3.2.1 Overtime Computation

All non-exempt employees who work in excess of his or her regular work schedule, normally eight (8) hours in a workday, or forty (40) hours in a workweek, shall be entitled to overtime compensation at the rate of time and one-half of their regular rate of pay, except as otherwise provided for in these Guidelines or in the applicable collective bargaining agreement.

Overtime provisions shall not apply to contract employees.

3.2.2 Overtime Compensation/Compensatory Time Off (CTO)

An employee must designate on his or her timesheet whether he or she would like overtime as cash payment (in the amount of time and one half of his or her regular rate of pay) or as compensatory time off ("CTO") for any overtime hours worked. An employee may only accrue up to sixty (60) hours of CTO per fiscal year, which shall be earned as time and one half (e.g., an employee works 40 hours, but earns 60 hours since each hour is earned as time and one half), but used and paid as straight time.

For exempt employees, who have an employment agreement, the purpose of CTO is to allow these employees to take time off when he or she works extra hours,

because exempt employees are exempt from overtime compensation under the FLSA. This benefit is granted by contract to these exempt employees because the District recognizes that those specified employees devote a great deal of time to the District outside of normal working hours. The business hours of the District are 8:30am to 4:30pm, and the hours of utility staff are 7:00am to 3:30pm due to the nature of their job duties. Exempt employees are expected to maintain a work schedule consistent with the operating hours of the District. If an exempt employee arrives late and/or leaves early, those hours shall be deducted from an exempt employee's CTO bank.

Compensatory leave time shall be used before using vacation leave. Employees may accrue up to a maximum per calendar year of sixty (60) hours of compensatory leave, unless otherwise stated in an employment agreement.

If unused, non-exempt employees may either cash out up to forty (40) hours of compensatory time once per year, or carry over a cap of sixty (60) hours of compensatory time to the next fiscal year, unless otherwise provided for in an approved bargaining or employment agreement. Employees who leave his or her employment with the District shall be allowed to use compensatory time earned prior to the effective separation date.

Compensatory time earned by an employee, who is required to work in excess of the normal workweek, shall be recorded by the immediate supervisor of the employee on the time card.

3.2.3 Fire Protection Employees

Section 7(k) of the FLSA provides that employees engaged in fire protection may be paid overtime on a "work period" basis. A "work period" may be from seven (7) consecutive days to twenty-eight (28) consecutive days in length. For work periods of at least 7 but less than 28 days, overtime pay is required when the number of hours worked exceeds the number of hours that bears the same relationship to 212 (fire) as the number of days in the work period bears to 28. For example, fire protection personnel are due overtime under such a plan after one hundred and six (106) hours worked during a fourteen (14) day work period.

<u>Work Period (days)</u>	<u>Maximum Non-Overtime Hours</u>
14.....	106

3.3 Hours of Work

Normal office hours of the District, and the normal work schedule for administrative office staff, are 8:00 am until 4:30 pm, Monday through Friday. The normal schedule for the utility staff is Monday through Friday from 7:00 am until 3:30 pm.

Operations employees and office staff may be assigned other work hours from time to time as determined by the Department head or the General Manager to best cover the operational needs of the District and its customers. Employees shall report "ready" to work at the start of their shift, and work until the shift ends.

3.4 On-Call Duty

A schedule is maintained by the Director of Utilities whereby qualified Operations employees may be assigned, on a rotational basis, to be "on-call" on weekdays, weekends, holidays and other times not considered regular hours of work for the District employees, or as assigned to work alternative work week schedules.

3.4.1 Weekdays

On-Call employees will be paid at a rate of \$1.50 per hour for each hour they are on call outside of actual hours worked. While on call, if an employee is called back to work during their on-call time, they will be paid for any hours worked at their Overtime rate.

3.4.2 Holidays/ Furlough Days/Weekends

On-Call employees will be paid at a rate of \$2.00 per hour for each hour they are on call outside of hours worked. On-call employees who perform plant/ well readings on weekends, holidays, and furlough days will receive minimum of 2 hours compensation, or total actual hours worked if in excess of two hours (paid at overtime rate or straight time depending on whether the employee has already worked 40 hours in that workweek). While on call, if an employee is called back to work during their on-call time, they will be paid for any hours worked at their Overtime rate.

3.4.3 Availability

When an employee is assigned to on-call duty, he or she shall be provided a District tablet. The tablet will be used to access the District SCADA system in the event of an afterhours call. The on-call employee is required to keep the tablet in his or her possession during the entire on-call period. Notification of immediate work need may be given orally, in person or telephonically, by the Director of Utilities, General Manager.

When an employee is assigned on-call duty, he or she shall be free to utilize his or her time as desired but must be able to be at the District within thirty (30) minutes. This will enable the on-call employee time to return to work in the event of an emergency call. On-Call employees need to remain unimpaired (e.g., such as refraining from drinking alcoholic beverages) and able to perform all duties when on-call.

3.4.4 Call Backs (employees on-call)

If an employee is on call and he or she receive notification of a problem needing attention which can be addressed without leaving the location which they are at. (IE

over the phone, or through SCADA) the employee will receive two (2) hours of overtime pay.

If an employee is on call and he or she receive notification of a problem needing attention which requires them to return to the District for any reason they will receive a minimum of two (2) hours of overtime pay. If the call out extends beyond the initial two hours, then they will continue to receive overtime pay for all actual time worked unless they reach their normal workday start time in which they will cease to receive overtime and will begin receiving straight time.

3.4.5 Call Backs (employees not on-call)

If an employee is not on call and he or she is called back to work, the employee will receive minimum two (2) hours of overtime pay starting at the time they are notified. If the call out extends beyond the initial two hours, then they will continue to receive overtime for all actual time worked unless they reach their normal workday start time in which they will cease to receive overtime and will begin receiving straight time.

3.5 Meal/Break Time

All employees working between four (4) hours and six (6) hours shall receive one fifteen (15) minute paid break. All employees working more than six (6) hours in a day shall receive two (2) paid fifteen (15) minute breaks (rest periods) in each day. The first shall occur approximately midway between their starting time and their meal time. The second shall occur approximately midway between their meal time and the end of their workday.

All employees working more than four (4) hours in a day shall receive an unpaid, off-duty meal period of not less than thirty (30) minutes. This meal must be taken no later than the end of the fifth (5th) hour of work. Employees working more than ten (10) hours receives a second unpaid meal period of not less than thirty (30) minutes. The second meal must be taken no later than the end of the tenth (10th) hour of work. An employee working six (6) hours or less may waive the first meal break by written mutual consent between the employee and District. The second meal period may be waived by written mutual consent if the total shift is twelve (12) hours or less and the employee takes the first meal break. Employees may take on-duty meal periods in certain limited circumstances and must be agreed to in writing by the employee and District.

3.6 Attendance

Regular attendance by all employees is important to the successful operation of the District. Employees are expected to maintain a good attendance record and to report promptly for work in accordance with assigned work schedules.

3.6.1 Notice of Absence

Employees who must be absent from work are expected to notify their Department Head or General Manager, either directly or by a recorded message, as soon as possible but not later than the beginning of their assigned shift. The employee shall

provide the general reason for, and the probable duration, of the absence. If the employee has a prolonged absence (3 days or more) due to illness or a pattern of excessive sick leave usage, he or she may be required to provide medical documentation upon request from the Department Head and/or the General Manager.

3.6.2 Tardiness/Absence

Employees are expected to report for their work shifts on time. Excessive or repeated tardiness may result in discipline up to and including termination.

If an employee is absent more than three (3) working days for any reason without notifying the employer, the employee may be considered to have voluntarily resigned.

3.7 Pay Period

The District's payday is every other Friday for the two-week pay period ending the previous Sunday.

3.8 Safety

The District has adopted Injury and Illness Prevention policies and safety rules with which employees are expected to comply. These policies are hereby incorporated by reference to the Personnel Guidelines and Policy Manual. It is the responsibility of each employee to learn and observe all applicable safety practices, policies, directives, or procedures. In addition, each employee is responsible for maintaining a safe work environment. Safety-related questions, or reports of any unsafe working conditions, real or potential, should be directed to the General Manager.

3.9 Accidents; Reporting

Any work-related accident, or other accident occurring on the worksite, involving employees or other persons shall be reported to the Department Head, who will then provide notice to the General Manager. If the Department Head is unavailable to provide notice of a work-related accident or other accident occurring on the worksite involving employees or other persons, then that shall be reported to the General Manager in the Department Head's absence.

Such reports must be made in writing and submitted to the Department Head, who shall then provide notice to the General Manager immediately following the accident, and in no event more than twenty-four (24) hours following the accident on forms provided by the District. Employees are covered for employment related injury or illness by the California Worker's Compensation Act. Under California law, failure to report or delays in reporting a work-related injury or illness may result in a loss of benefits.

3.10 Maintenance – Housekeeping

Each employee is responsible for the condition and maintenance of the equipment he or she uses on the job. The employee should report to their Department Head any equipment

which is damaged, worn, or in need of maintenance. Employees should direct any safety concerns regarding the use of equipment to their Department Head or the General Manager.

Cleanliness and orderliness are important to the operation and safety of the District. Employees are responsible for keeping their work areas clean and orderly. Employees shall conduct pre-operation inspections of vehicles and equipment as well as report any repairs made and perform any minor repairs, or initiate a work or service order request to repair said vehicle or equipment. Employees shall maintain their work areas and equipment or initiate a service work order request for repairs.

3.11 Dress Code

All Utility and Fire employees that are required to wear uniforms shall wear the appropriate uniform for their work area. If an employee is governed by an MOU, the employee should follow the rules pertaining to his or her dress code as outlined in the MOU. Employees are permitted to wear the uniform only during their work hours, work time, or traveling to and from work or while representing the District.

Utility employees may be reimbursed up to one hundred and fifty dollars (\$150.00) per fiscal year to cover the cost of footwear that employees are required to wear to perform the District work, or an amount agreed upon by any recognized collective bargaining agreements. Employee must provide the District a receipt of the work boot purchase in order to obtain the boot allowance.

Employees that acquire uniforms with District logos or identifications may not wear these items while off-duty. Off duty firefighters may wear their District provided t-shirts, if on-call or stand-by duty.

Neatness, cleanliness, and good personal hygiene are expected of all the District employees while working. Employees should dress appropriately, in good taste, and according to the requirements of her or his position.

3.12 Tattoo and Piercing Policy

Employees of the District are expected to project a professional appearance while at work. Towards that end, employees are expected to comply with the following rules:

Tattoos:

1. No visible tattoos are allowed anywhere on the head, face or neck, unless for religious reasons or purposes that the employee professes or provides information of religious affiliation or association.
2. Any visible tattoos cannot be obscene, sexually explicit, or otherwise violate the District's policy against unlawful harassment or discrimination. Extremist or gang related tattoos are also not permitted.

3. Visible tattoos for religious purposes or reasons shall be allowed for religious reasons or purposes that the employee provides information of religious affiliation or association related to said tattoo(s).
4. Visible tattoos may not be larger than 6 inches.
5. Any non-conforming tattoos must be covered with clothing or a bandage while at work, or must be removed.
6. If an employee has a question about the tattoo policy, he or she should raise it with their supervisor.

Piercing:

1. No objects, articles, jewelry or ornamentation of any kind shall be attached to or through the skin if visible on any body part (including the tongue or any part of the mouth) except that an employee may wear two sets (i.e., four holes total) of reasonable-sized (i.e., small and professional-looking) earrings in the ear lobes.
2. Piercings, as described herein, shall be allowed if the employee provides information of religious affiliation or association related to said piercing(s).
3. Any non-conforming piercing shall be removed, covered with a bandage, or replaced with a clear, plastic spacer while the employee is working.
4. If an employee has a question about the piercing policy, the matter should be raised with his or her supervisor.

(continued on next page)

Chapter 4: Compensation

4.1 Benefits

4.1.1 Health – Medical Insurance Benefits

The District provides seventy percent (70%) of the employee's monthly premium for health benefits up to Nine Hundred Dollars (\$900.00) toward group medical insurance benefits, through CalPERS, for eligible employees and their families.

Eligible employees include all employees regularly scheduled to work an average of thirty (30) hours per week and are CalPERS members. Employees will be required to pay the remaining thirty percent (30%) of the monthly health premium and any amount in excess of \$900.00 through a payroll deduction. Employees are encouraged to consult with the General Manager or human resources personnel regarding eligibility, costs and enrollment procedures.

Eligible employees may enroll in group health benefits on their hire date.

If an eligible employee already has qualifying healthcare through another source (such as a spouse or parent) and chooses not to participate in health insurance through the District, then they are eligible to receive two hundred and twenty-five dollars (\$225.00) per month in which health insurance would normally be deducted. These employees must provide the District documentation that they have healthcare provided through another source in order to receive the \$225.00/month benefit.

Commented [HS1]: Retroactive to January 1, 2019.

This section applies to all eligible employees unless otherwise provided for in an approved bargaining agreement or employment contract.

District will also pay 100% of vision and dental coverage for its employees only. Employees may enroll a spouse and/or dependents for the District's vision and dental coverage, but shall be responsible for the benefit cost for spouse and family members for vision and dental coverage. The District shall provide payroll deductions for these expenses.

4.1.2 Retirement Health Benefits – Current Employees and Annuitants Hired before May 1, 2013

The District currently provides retirement health benefits to eligible employees through CalPERS. These benefits are governed by the District's contract with CalPERS (including the plan documents), California state law, and applicable regulations. Should you want to review the plan or have further questions regarding this benefit, please call the District representative, who is currently the Finance Officer, and set up an appointment to go over the plan. The District reserves the right to change or discontinue this plan, consistent with any legal obligations it may have.

4.1.3 Retirement Health Benefits - Employees hired after May 1, 2013 The District currently provides retirement health benefits to eligible employees through CalPERS. These benefits are governed by the District’s contract with CalPERS (including the plan documents), California state law, and applicable regulations. Should you want to review the plan or have further questions regarding this benefit, please call the District representative, who is currently the Finance Officer, and set up an appointment to go over the plan. The District reserves the right to change or discontinue this plan, consistent with any legal obligations it may have.

The following is the Vesting Schedule for Employees hired as of May 1, 2013:

Credited Years Of Service	Percentage of Employer Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

The credited service for purposes of determining the percentage of employer contributions shall mean service as defined in Government Code Section 20069 except that not less than five years of that service shall be performed entirely with District.

The percentage of employer contribution payable for post-retirement health benefits for each annuitant shall be based on the employee’s completed years of credited service based upon Government Code Section 22893.

4.2 Holidays

Full-time District employees, both regular and probationary, are paid for the following the District Holidays whether or not they are scheduled to actually work on that holiday. Full-time employees receive eight (8) hours of holiday pay at straight time on the observed holiday. Temporary and part-time employees are not eligible for holiday pay.

The District generally recognizes the following twelve (12) days as paid holidays:

New Year's Day	Thanksgiving Day
Martin Luther King Jr. Day	Friday Following Thanksgiving
Presidents' Day	Veterans' Day
Memorial Day	½ Day Christmas Eve
Independence Day	Christmas Day
Labor Day	½ Day New Year's Eve

If a District-paid holiday falls on a Saturday, eligible employees are generally given the preceding Friday off. If a District-paid holiday falls on a Sunday, employees are generally given the following Monday off. If the day of holiday observance falls during an employee's vacation period, and falls on a day the employee is regularly scheduled to work (but for his or her vacation), that day shall be considered as a paid holiday and not vacation time.

4.3 Vacation

Full-time District employees, both regular and probationary, are eligible for vacation benefits. Employees are encouraged to use their accrued paid vacation time. Employees who are normally scheduled to work fewer than forty (40) hours per week, and temporary employees, are not eligible for vacation accrual.

Vacations may be scheduled at any time during the year upon the approval of the Department Head with General Manager approval. Vacation requests must be submitted in writing to the Department Head or General Manager with at least seventy-two (72) hours advanced notice.

Vacation requests may be denied in order to maintain sufficient staffing of District operations or in the event such vacation request conflicts with a previously approved vacation request.

4.3.1 Accrual

Employees must complete six (6) months of employment with the District prior to using any accrued vacation benefits. Employees shall not accrue vacation time during any period of unpaid absence from work.

Employees accrue vacation benefits beginning the first pay period of employment in accordance with the following schedule, which is based on bi-weekly pay periods of eighty (80) hours (i.e., based on a full-time schedule):

<u>YEARS OF SERVICE</u>	<u>VACATION BENEFIT PER PAY PERIOD</u>	<u>WEEKS PER YEAR</u>	<u>ACCRUAL CAP</u>
00 – 04 Years	3.08 Hours	2 Weeks	160 Hours
05 – 14 Years	4.62 Hours	3 Weeks	240 Hours
15, plus Years	6.15 Hours	4 Weeks	320 Hours

Upon separation of employment for any reason, the District shall compensate the employee for all of his or her unused, accrued vacation time at the employee’s then current straight time rate of pay.

The District does not require an employee to take vacation time during periods of illness. However, the employee may elect to take vacation time in case of extended illness where paid sick leave, if any, has been exhausted.

4.3.2 Vacation Benefit Cap

Employees are encouraged to use their vacation benefits. No employee shall be eligible to accrue more than a maximum of two times her or his annual entitlement to vacation pay at one time. Once an employee reaches this cap, the employee will cease accruing any additional vacation pay. When the employee uses enough vacation pay to fall below the cap, the employee will start accruing vacation pay again.

4.3.3 Vacation cash-out

An employee may cash-out up to two (2) weeks of vacation each fiscal year provided that the employee has at least two weeks of vacation available after any cash-out.

4.4 Sick Leave

In accordance with the Healthy Workplaces/Healthy Families Act of 2014, the District recognizes that employees will need days off from work from time to time to address their medical needs.

Upon retirement, unused sick leave may be exchanged for service credit with the District’s retirement system, subject to the rules and regulations of the District’s retirement system.

4.4.1 Applicability

Regular full time Employees shall earn sick leave at the rate of eight (8) hours per month of paid employment, accrued incrementally with each pay period. Unless otherwise provided for in a collective bargaining agreement.

This policy applies to non-regular (seasonal, limited term, or temporary) employees (exempt and non-exempt) who, on or after June 28, 2015, work for the District for thirty (30) or more days within twelve (12) months from the beginning of employment and who are not eligible for any form of “comprehensive leave” benefit provided by the District to other employee groups.

Employees not covered by this policy are those who are eligible for the more generous “comprehensive leave” benefit provided by the District pursuant to a collective bargaining agreement (represented employees), employee benefits resolution (non-represented employees) or an employment agreement.

4.4.2 Entitlement

An employee working for the District, on or after July 1, 2015, for thirty (30) or more calendar days within a year is entitled to paid sick leave.

Non-regular (seasonal, limited term, or temporary) employees covered by this policy are entitled to 3 days or 24 hours of paid sick time annually which may be used per fiscal year or after the ninetieth (90th) day after the first date of employment, whichever comes first. Twenty-four (24) hours shall be the maximum benefit except in situations where a day in an Employee’s regular work schedule is longer than an eight (8) hour day (e.g. an Employee who works four, 10-hour days per week.) In such cases, a “day” shall be the equivalent of the hours in the Employee’s regularly-scheduled work day.

Public sector employees, who are a recipient of a retirement allowance and employed without reinstatement into his or her respective retirement system, are not entitled to Paid Sick Leave under this policy.

Paid sick leave made available under this policy has no cash value, and the District does not pay Employees for available sick leave at separation.

The amount of paid sick leave available to an employee will be reflected on his or her pay stub every pay period.

4.4.3 Usage

An Employee may use available paid sick days beginning on the ninetieth (90th) day of employment. However, at its sole discretion, the District may allow the use of

paid sick leave to an Employee in advance of the 90th day of employment with proper documentation.

The District shall allow the use of paid sick days upon the oral or written request of an Employee for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventative care, or specified purposes for an Employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code section 230(c) and Labor Code section 230.1(a).

“Family member” for purposes of this paid sick leave policy means:

- A child (biological, adopted, or foster child, stepchild, legal ward, or child to whom the Employee stands in loco parentis, regardless of the age or dependency status);
- A biological, adoptive, or foster parent, stepparent, or legal guardian of an Employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the Employee was a minor child;
- A spouse;
- A registered domestic partner;
- A grandparent; • A grandchild;
- A sibling.

The Employee must provide reasonable advance notification, orally or in writing, of the need to use sick leave, if foreseeable. If the need to use sick leave is not foreseeable, the Employee must provide notice as soon as practicable.

Employees must use sick leave in at least one (1.0) hour increments.

Employees will only receive paid sick time for the number of hours they would have worked during their scheduled shift. For example, if the Employee was scheduled for a four (4) hour shift, they will be compensated with 4 hours of paid sick time only.

Employees will be provided the total amount of sick leave that may be used per fiscal year (24 hours or 3 days) at the beginning of each fiscal year beginning in July, or the first date of employment, whichever comes first, therefore no accrual or carry-over is permitted.

The District will limit the use of paid sick days to twenty-four (24) hours or three (3) days in each fiscal year of employment.

For returning non-regular employees who have completed ninety (90) days of employment and have a break in service of less than one year, paid sick time will

be earned as outlined above. However, these returning non-regular employees are not required to wait for a subsequent 90th day of employment to use their paid sick leave. They will have access to their available sick leave for that year immediately upon re-employment with the City; provided their returning start date is within 12 months of their previous departure date.

For returning non-regular employees who have not completed their 90 days of employment and have a break in service, paid sick time will also be earned as outlined above. However, these returning non-regular employees will need to wait for a subsequent 90th day of employment to use their paid sick leave.

4.4.4 Retaliation Prohibited

Paid Sick Leave law protects employees who use sick leave, request to use sick leave, file a complaint with the Labor Commissioner's Office, allege a violation of these rights, cooperates in an investigation or prosecution, or oppose a policy or practice prohibited by the Paid Sick Leave law.

Retaliation prohibits the District from denying an employee the right to use paid sick leave, discharging or threatening to discharge an employee for using or requesting to use paid sick leave, demoting or suspending an employee for using or requesting to use paid sick leave, or in any manner discriminating against an employee because he or she uses paid sick leave or requests paid sick leave.

If an employee feels that he or she has been discriminated against for using paid sick leave or attempting to use paid sick leave, please inform the General Manager as soon as possible.

4.5 Military Leave

Employees are provided military leave in accordance with State and Federal laws. An employee requiring this type of leave shall provide the Department Head and/or General Manager, whenever possible, with a copy of the military orders specifying the dates of leave, site, and purpose of activity or mission.

An employee who interrupts his District service because of extended military leave shall be compensated for accrued vacation at the time the leave becomes effective.

4.6 Bereavement Leave

Bereavement leave may be taken to make arrangements necessitated by the death of a family member or to attend the funeral or memorial service for a family member.

Employee is granted three (3) days of paid leave to take time off on the account of the death of a member of his or her immediate family or up to five (5) days if the employee is required to travel more than two hundred fifty (250) miles, one way, from his or her residence.

For purposes of this policy, “immediate family” is employee’s spouse, domestic partner, child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, cousin, niece, nephew, or in-laws (or analogous relationship of those enumerated above in connection with a domestic partnership).

Usage of this leave shall not be charged against employee’s leave balance, which includes sick leave, vacation leave, or compensatory time off.

4.7 Pregnancy Disability Leave

An employee is entitled to a leave of absence for the period of time that she is required to be absent from work due to pregnancy-related disability, including childbirth, for up to a maximum of four (4) months. The employee must exhaust her accrued paid sick leave time, during the pregnancy disability leave, prior to electing using her accumulated paid time off benefits (e.g., vacation, comp time), during any such period of leave.

4.8 FMLA/CFRA Leave

Under the Family Care and Medical Leave Act (“FMLA”) and California Family Rights Act (“CFRA”), employees who have at least twelve (12) months of service with the District, and have worked at least 1,250 hours in the preceding 12-month period, may request an unpaid leave for family care or medical reasons. This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of a child with the employee, or for the employee’s own serious health condition or the serious health condition of the employee’s child, parent, spouse or registered domestic partner, or in connection with the call to active duty of a family member. In addition, eligible employees may request up to twenty-six (26) weeks in a 12-month period to care for a family member (including a “next of kin”) with a serious health condition incurred while on active military duty.

Employees, who are eligible to, and do, take a leave under this policy will be reinstated at the conclusion of the leave to the same or to a comparable position, in accordance with state and federal law.

If possible, employees must provide at least thirty (30) days’ advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for the employee or for a family member). For events, which are unforeseeable, employees must notify their immediate supervisor, at least verbally, as soon as the employee learns of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until the employee complies with this notice policy.

The District requires certification from the employee’s health care provider before allowing an eligible employee a leave for his or her own serious health condition. In addition, the District requires certification from the health care provider of the employee’s child, parent, spouse or registered domestic partner with has a serious health condition before allowing a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or reduced work schedule.

For eligible employees taking a leave for the birth, adoption, or foster care placement of a child, the basic minimum duration of such leave is two weeks, and must be concluded within one (1) year of the birth or placement for adoption or foster care.

Taking an FMLA/CFRA leave may affect certain employee benefits or seniority date. Employees who want more information regarding eligibility for a leave or the impact of the leave on seniority and benefits should contact the General Manager.

4.9 Educational Training Time

In support of the District's overall belief in the continuing education and development of staff, employees may request educational leave for time spent attending classes, training, seminars, or other training specified or approved in advance by the Department Head with notification to the General Manager, if mandated by new regulatory requirements for an individual position or there is a demonstrative value to the District as determined by the General Manager. The amount of the educational time granted, if any and whether or not some or all of the time will be paid, will be determined in advance of attendance and at the discretion of the Department Head with notification to the General Manager.

Employees will be paid their regular wages, if job requires certification or recertification for their position or work duties when required to attend classes or courses during normal work hours for the benefit of the District, or only when needed for the employee's continuing education for required licenses or certification.

4.10 Jury Duty

Any employee who is summoned for jury duty will be allowed time off as necessary to fulfill jury duty responsibilities. A copy of the subpoena or order requiring such duty must be submitted to his or her supervisor within three (3) working days of receipt in conjunction with a leave request.

Employees will receive paid time while serving on jury duty if it occurs during their normal work days. Employees who are normally scheduled to work at least thirty (30) hours or more per week qualify for pay. Upon release from jury duty employees shall provide a receipt from the Court Clerk verifying times away from work.

4.11 Voting

Any employee whose work schedule effectively prevents him or her from voting in a federal, state, or municipal election before or after work hours, or during break time, shall be permitted paid leave for this purpose not to exceed two (2) hours.

4.12 Administrative Leave

The District shall have the right to place an employee on administrative leave at any time with full pay when, in the District's discretionary opinion, the continuing presence at the job site during an administrative investigation into the employee's fitness for duty or misconduct would create or may tend to create a disruption to the working environment or may possibly impact the efficient operations of the department.

4.13 Leave of Absence Without Pay

Upon written request by the employee and the recommendation of the Department Head, a leave of absence without pay may be granted by the General Manager to an employee for a period of time not to exceed a total of six (6) months for personal reasons where other leave provisions are not available. If other leave provisions are available this leave will run concurrently with such other leave.

Request for leave of absence without pay shall state specifically the reason for the request, the date when the employee desires to begin leave, and the probable date of return.

Employees shall not accrue vacation leave, sick leave, increases in salary except Cost of Living Adjustments or all other paid leaves while on unpaid leave. The District is not required to maintain contributions toward group health, dental and vision insurance or other fringe benefits while on unpaid leave of absence, unless otherwise provided by law. Said employee shall be entitled to maintain such benefits in effect; provided, that the employee pays the insurance monthly premiums.

Employees returning to work following a leave of absence shall retain their accumulated leave, if otherwise not used. Upon the return from authorized leave of absence the employee shall be reinstated to his/her former position or to a comparable one if the former position is abolished during the period of leave.

Failure of the employee to return to his or her employment upon the termination of any authorized leave of absence shall, except under extraordinary circumstances, constitute a separation from service of that employee.

4.14 Unauthorized Leave of Absence

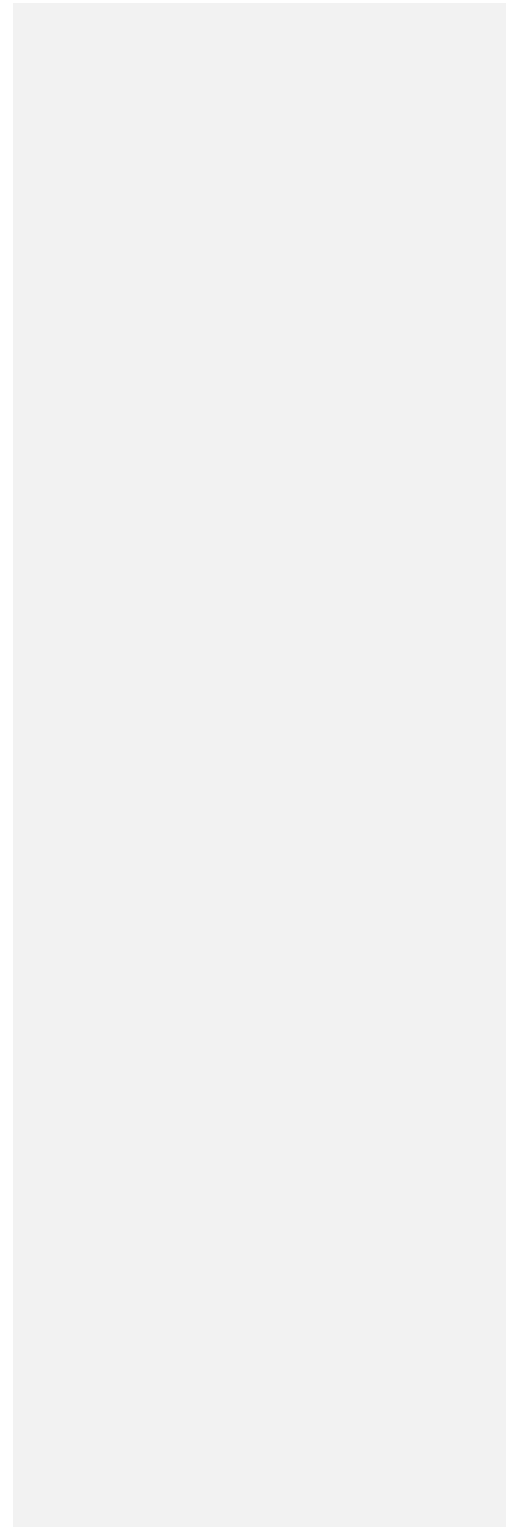
Unauthorized leave of absence shall be considered to be without pay and reductions in the employee's pay shall be made accordingly. An employee is deemed to have resigned if the employee is absent for more than three (3) consecutive working days without notifying the General Manager and may result in termination of employment. Such termination shall not be subject to appeal.

4.15 School Activities Leave

Any employee who is a parent, guardian or grandparent having custody of one or more children in kindergarten or grades 1 through 12 or attending a licensed day care facility shall be allowed up to forty (40) hours each school year, not to exceed eight (8) hours in any calendar month of the school year, without pay, to participate in activities of the school of their child. Such employee must provide reasonable advance notice of the planned absence. The employee may use accrued vacation or compensatory time off to cover the absence. The District may require the employee to provide documentation from the school as verification that the employee participated in school activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody, work for the

agency at the same work site, only the first parent requesting shall be entitled to leave under this provision.

(continued on next page)



Chapter 5: General Conduct

5.1 Policy Prohibiting Dishonesty/Fraud

The District is a public entity whose mission involves the public trust. This policy requires that each and every employee, vendor, contractor or other party that works for or with the District is required to act honestly and truthfully with respect to the District business at all times. The District will not tolerate any form of dishonesty or fraud.

5.1.1 Scope

The term dishonesty includes dishonest speech (for example, lying) and dishonest acts (for example, theft), as well as fraud, and misappropriation of funds or property. Dishonesty also shall include, but is not limited to:

- A. Any dishonest, fraudulent, or otherwise unlawful act;
- B. Misappropriation or misapplication of funds, property or other assets;
- C. Profiting on insider knowledge;
- D. Destroying or taking without authorization any the District records, property or other assets;
- E. Forgery or altering the District documents or the documents of third parties submitted to the District;
- F. Unauthorized disclosure of the District's confidential information, including but not limited to information discussed in Closed Sessions of the Board.
- G. Falsely reporting transactions, events, work schedules or other the District events;
- H. Receiving kickbacks from any source.

5.1.2 Employee Duty to Report Dishonesty/Fraud

Any employee who believes that an act of dishonesty in violation of this Policy has occurred shall immediately contact either their supervisor or the General Manager. In the event that the employee is unable, for any reason, to report the conduct to their supervisor or to the General Manager, or in the event that the General Manager is the person accused, the employee shall report the conduct to the District Board President or the District Board Vice President in absence of Board President. This report may be made in writing or orally.

5.1.3 Investigation

The General Manager or other person appointed by the District Board of Directors shall investigate any report of dishonesty promptly and thoroughly. Furthermore, to the extent possible and compatible with an investigation, a report of dishonesty shall be kept confidential. Following the investigation, the General Manager or the District Board of Directors, as necessary and appropriate, shall take appropriate corrective action, including discipline or termination. In all events, the investigation and corrective action shall be accomplished as soon as possible.

5.1.4 No Reprisals

The District prohibits retaliation of any kind against a reporting employee (including volunteers and interns) or any other employee who has assisted in any way in the investigation of a report of dishonesty.

5.2 Policy Prohibiting Harassment and Discrimination

Harassment and discrimination in employment on the basis of sex, race, color, national origin, ancestry, citizenship, religion, age, physical or mental disability, medical condition, sexual orientation, gender identity or gender expression, veteran status, marital status, registered domestic partner status, genetic information, or any other protected basis is prohibited by federal and state law. The District does not tolerate unlawful discrimination or harassment in the workplace or in a work-related situation. Unlawful discrimination and harassment is a violation of these Guidelines. Section 5.2 through 5.4 shall also include and applied to members of the District Board of Directors including the use of complaint procedures described herein.

5.2.1 Unlawful harassment in employment may take many different forms. Some examples include, but are not limited to:

- Verbal conduct such as epithets, derogatory comments, slurs, or unwanted comments and jokes;
- Visual conduct such as derogatory posters, cartoons, drawings, or gestures;
- Physical conduct such as blocking normal movement, restraining, touching, or otherwise physically interfering with work of another individual;
- Threatening or demanding that an individual submit to certain conduct or to perform certain actions in order to keep or get a job, to avoid some other loss, or as a condition of job benefits, security, or promotion; and
- Retaliation by any of the above means for having reported harassment or discrimination, or having assisted another employee to report harassment or discrimination.

5.2.2 Sexual harassment under state and federal laws includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance creating an intimidating, hostile, threatening or offensive working environment; or adversely affecting the employee's performance, appraisal, assigned duties, or any other condition of employment or career development; or

- such conduct is offered in order to receive special treatment or in exchange for or in consideration of any personal action

It is a violation of this policy if an employee is subject to any act of retaliation for reports of violation of this policy or participating in the investigation of a sexual harassment complaint.

Other examples of sexual harassment include, but are not limited to, unwelcome sexual flirtations or propositions; verbal abuse of a sexual nature; graphic verbal comments about an individual's body; sexually degrading words used to describe an individual; e-mails that may be inappropriate, offensive, harassing, or creating a hostile work environment; and the display in the work environment of sexually suggestive objects or pictures, posters, jokes, cartoon, or calendar illustrations. Sexual harassment conduct need not be motivated by sexual desire.

5.2.3 Policy Prohibiting Abusive Conduct/Workplace Bullying

Abusive conduct or workplace bullying of the District's employees, by any person in or from the work environment, is strictly prohibited. Abusive conduct or workplace bullying is the conduct of any employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interest. Abusive conduct or workplace bullying includes, but is not limited to:

- Repeated infliction of verbal abuse;
- Derogatory remarks, insults, epithets;
- Verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating; or
- Gratuitous sabotage or undermining of a person's work performance.

5.3 Complaint Procedure

5.3.1 Internal Complaint Procedure

Any individual who believes that he or she is the object of harassment, abusive conduct, or discrimination on any prohibited basis, or who has observed such conduct, or who believes he or she has been subjected to retaliation, should first notify his or her supervisor, the District's General Manager or his or her designee either in writing or verbally. The District will investigate the matter and take such action as is warranted under the circumstances, which may include discipline up to and including termination. If a complaint is made against the General Manager, then the employee should report the issue to the District's Board President.

The District will maintain strict confidentiality ensuring the privacy of all parties concerned.

5.3.2 Agency Complaint Procedure

Both the state and federal governments have agencies whose purpose is to address unlawful discrimination in the workplace. If an individual who provides services to the District believes he or she has been harmed by unlawful workplace discrimination, abusive conduct, or harassment, and is not satisfied with the District's response to the problem, he or she may file a written complaint with these agencies. For the State of California, the agency is called the Department of Fair Employment and Housing ("DFEH"). The local address for the DFEH is 1277 East Alluvial Avenue, Suite 101, Fresno, California 93720 (559) 244-4760.

For the federal government, the agency is called the Equal Employment Opportunity Commission ("EEOC"). The local address for the EEOC is 2300 Tulare Street, Suite 215, Fresno, California 93712.

5.4 Retaliation

Retaliation against any individual for making a report, or for participating in an investigation, under this policy is strictly prohibited. Individuals are protected by law and by District policy from retaliation for opposing unlawful discriminatory practices, for filing an internal complaint under this policy or for filing a complaint with the DFEH or EEOC, or for otherwise participating in any proceedings conducted by the District under this policy or by either of these agencies.

Chapter 6: No Smoking/Tobacco Policy

6.1 Smoking

The District is committed to a philosophy of good health and a safe workplace. In keeping with this philosophy, smoking, including vaping or e-cigarettes, is not permitted inside the District buildings, District properties, vehicles or enclosed work areas or anywhere else prohibited by law.

6.2 Chewing Tobacco

Chewing tobacco is not permitted inside the District buildings, District properties, vehicles or enclosed work areas or anywhere else prohibited by law.

Chapter 7: Drug and Alcohol-Free Workplace

7.1 Scope and Purpose

The District recognizes the problem of substance abuse as a serious threat to the welfare of District employees and the public. To address this problem, the District has implemented a "Drug and Alcohol-Free Workplace Policy", incorporated to the Personnel Guidelines by reference. The ultimate goal of this Policy is to maintain a safe, productive, drug- and alcohol-free working environment.

Chapter 8: Conflict of Interest

District employees shall not place their personal business interest above the best interest of the District or Board's constituents. Accordingly, employees of the District shall not:

- Engage in a substantial financial transaction for private business purposes with another employee whom he or she supervises;
- Take any official action directly and substantially affecting his/her economic benefit with any business, undertaking, or enterprise doing business with the District;
- Disclose or use confidential information acquired in the course of his or her official duties without authorization from the District; or
- Employees may not receive gifts valued over \$10 from any single source per year.

Chapter 9: District Property

9.1 Use of the District Property

District property is to be used only for official district business, in an appropriate manner, and in accordance with all applicable rules, operating procedures, or directives. No employee shall remove, misuse, damage, or destroy District property, or the property of other employees, from the District premises or work site.

9.2 Use of the District Vehicles

District vehicles may be used only for the purpose and in the manner authorized by the General Manager. Employees shall conduct pre-operation inspections of vehicles and equipment as well as report any repairs made and perform any minor repairs, or initiate a work or service order request to repair said vehicle or equipment.

Only authorized and state licensed District employees may operate the District vehicles, in accordance with all applicable traffic laws and designated proper use. Use of the District vehicles outside the District boundaries is permitted only with prior approval from the Department Head and/or General Manager. The District encourages employees to carpool when on official business. District employees may not have family members or friends in District vehicles, except for parades or similar events. Employees are expected to leave vehicles in clean and working order.

Employees are required to be in possession of a valid California Driver's license for the class of vehicle being operated. The revoking of that license for any reason by the State of

California, or a driving record deemed unacceptable by the District for any reason, may be sufficient cause for termination of employment. Use of personal vehicles for District business is not allowed, unless said use is pursuant to an executed contract agreement, i.e.: General Manager, or is allowed by the District's Purchasing Policies and Procedures sections applicable to mileage reimbursement and use of personal vehicles for District business allows said use. The District's adopted Purchasing Policies and Procedures are incorporated herein by reference as a part of this Policy Manual.

Employees who are assigned District vehicles shall temporarily parked the assigned District vehicle at a District facility when the vehicle assignee is on vacation or extended leave for a period greater than five (5) days.

Traffic citations are the employee/driver's responsibility. If an employee is involved in an accident, the employee must immediately notify his or her immediate supervisor or General Manager and should not make any statement concerning the responsibility for the accident to anyone, but a District representative. This applies to accidents while operating personal vehicles on District business as well as District-owned vehicles. Cooperation should be extended to law enforcement officers. Failure to comply shall be subject to disciplinary action up to and including termination.

9.2.1 Driver Training and Record Review District Policies

- A. Purpose. The purpose of this policy is to reduce the frequency and severity of vehicle-related accidents and losses by: (a) applying uniform criteria in evaluating the acceptability of driver-record information of individuals driving District vehicles or driving a personal vehicle while on District business, and (b) establishing disciplinary procedures for different types of driving violations.
- B. Scope. This policy applies to all District employees and volunteers who drive a District-issued vehicle or his or her own personal vehicle on behalf of the District.
- C. Implementation. The District shall participate in the Department of Motor Vehicles ("DMV") Employer Pull Notice Program ("Pull Program"). Records for anyone operating vehicles on District business shall be requested from DMV: (a) every six months; and, (b) immediately in the event of new activity (e.g., moving violation, accident, address change, etc.).
- D. Review Criteria. Information that will be generated during the record review will include: (a) type of license; (b) expiration date; (c) endorsements, if applicable; (d) DMV actions, which may include suspensions, revocations, and penal code violations; and, (d) Vehicle Code violations.
- E. Disciplinary Procedures.

Commented [HS2]: What is the current practice? Does the District request records for *anyone* operating *any* vehicle? Or just those who operate a District vehicle?

I. A qualified employee will immediately attend a qualified defensive driver training course (State of California Defensive Driver Training, National Safety Council Defensive Driver Training, etc.) if:

- (a) they earn two points within 36 months of report date; or,
- (b) they receive any moving violation in a District vehicle within 36 months of report date; or,
- (c) they are involved in an accident within 36 months of report date.

Commented [HS3]: What is a report date?

II. A driver will be placed on a 12-month driving probation if they earn three points within 36 months of report date. Additional point violations within this probation period will affect a 120-day suspension of District driving privileges. If their job routinely involves driving a vehicle and if having driving privileges suspended would impose a hardship on normal District operations, they may be terminated from employment, in accordance with the procedures in Chapter 10 of the Personnel Rules.

Commented [HS4]: Is the probation only applicable to driving District vehicles or from driving any vehicle for District business?

Commented [HS5]: Too ambiguous.

III. A driver will be suspended from District driving privileges for 120 days if:

- (a) they earn four or more points within 24 months of report date; or,
- (b) they earn six or more points within 36 months of report date; or,
- (c) they receive a citation for DUI, DWI, reckless driving, or speed contest on personal time within 36 months of report date; or,
- (d) if they are involved in two chargeable (resulting in a point violation) accidents within 24 months of report date. If their job routinely involves driving a vehicle and if having driving privileges suspended would impose a hardship on normal District operations, they may be terminated from employment, in accordance with the procedures in Chapter 10 of the Personnel Rules.

IV. A driver will be permanently suspended of District driving privileges if:

- (a) they receive a citation for DUI, DWI, reckless driving, or speed contest while driving during District business within 36 months of report date; or,
- (b) they receive two citations for DUI and/or DWI, two citations for reckless driving, or two citations for speed contest on personal time within 12 months of report date. If their job routinely involves driving a vehicle and if having driving privileges suspended would impose a hardship on normal District operations, they may be terminated from employment, in accordance with the procedures in Chapter 10 of the Personnel Rules.

V. Occasionally, it may be brought to the District's attention that an employee is exposing the District to undue liability through poor driving techniques and habits. All such complaints will be investigated and acted upon accordingly.

- VI. Defensive Driver Training. All drivers shall attend an approved defensive driver-training course at least once every four years. Directors are encouraged to attend courses, but cannot be required to do so in accordance with State law.

9.3 Cellular Telephone Usage

Employees may be provided with a business cell phone, tablet, or camera for conducting official business. All uses of cell phones, tablets, or cameras shall be done in conformance with District policies and federal and State law. Cellular telephone usage includes, but is not limited to phone calls, text messaging, and usage of applications on smart phones (“Phone Usage”).

Personal cellular telephones may be used by employees during work time hours only for essential personal calls, or for an occasional personal business call. Essential personal calls are defined as calls of minimal duration and frequency that are urgent in nature and cannot be made at another time. Examples of essential personal calls are calls to arrange for care of a child or other family emergency, to alert a family member of an unexpected delay due to a change in work schedule, or to arrange for transportation or service in the event of car trouble, etc.

To the extent possible, Phone Usage must be confined to rest and lunch breaks, and in locations such that the conversation is not disrupting to other employees or District business.

9.3.1 Cellular Phone Safety

For safety reasons personal and District-owned Phone Usage is not permitted while employees are engaged in a continuous operation, such as a member on a utility crew engaged in the construction or repair of District facilities.

Employees are expected to operate District vehicles and equipment in a safe and prudent manner. Accordingly, employees may not use cell phones while driving unless the phone is specifically designed and configured to allow hands-free listening and talking. Similarly, employees are not permitted to text while driving.

Chapter 10: Disciplinary Action

10.1 General Rules of Conduct

The District expects all of its employees to act in the best interest of the District and its customers and residents. It is the responsibility of all employees to observe all rules, guidelines, and operating procedures of the District. The District further expects that each of its employees will act in a polite and professional manner when dealing with members of the public and other employees. These General Rules of Conduct, along with the “Examples of Unacceptable Conduct” listed below, are not meant to be all inclusive, but rather to provide illustrations of acceptable conduct versus problematic conduct.

10.2 Examples of Unacceptable Conduct.

The following list presents examples of some of the types of unacceptable conduct that may result in disciplinary action, up to and including immediate termination. This list is not an exhaustive list of what may result in discipline, up to and including immediate termination:

- A. Fraud in securing employment;
- B. Abuse of sick leave, continued absenteeism or tardiness, and/or unexcused absences;
- C. Falsification of records;
- D. Inadequate job performance;
- E. Dishonesty;
- F. Violence or threat violence towards other employees or the public;
- G. Conviction of a felony or misdemeanor involving a crime of moral turpitude;
- H. Theft;
- I. Negligent or reckless operation of District vehicles and equipment;
- J. Falsification of, or material omission from any employment application, payroll records, time reports, or other the District documents;
- K. Violation of any of the District's Policies, Procedures, Administrative or Operational Directives, including any policies in these Personnel Guidelines, or inducing other employees to violate any such rules;
- L. Violation of the District's Purchasing Policies;
- M. Violation of safety rules or practices;
- N. Violation of the District's policy prohibiting harassment, abusive conduct or discrimination;
- O. Violation of the District's Drug and Alcohol Free Workplace Policy;
- P. Sleeping during work hours is prohibited unless separate authorization has been given;
- Q. Possession of firearms or dangerous weapons on District property;
- R. Private use of District equipment, vehicles, tools, and materials.
- S. Unauthorized disclosure of or other failure to properly protect trade secrets of the District;

- T. Soliciting coworkers when either employee is on working time being paid for by the District is prohibited, including the use of e-mail. Distribution or posting of pamphlet, leaflets, or any other literature in the District offices is prohibited during working time of any employee involved.

10.3 Types of Disciplinary Action

Disciplinary action includes oral warning, written warning, disciplinary probation, suspension, reduction in salary, demotion, reduction in salary, or termination of employment.

- A. Oral Warning: communication to an employee that his or her performance or behavior must be improved and failure to do so may result in more serious discipline. An employee's supervisor or the General Manager shall note the date, time, and content of oral reprimand, but no record of oral reprimand shall be placed in the employee's personnel file unless subsequent action is necessary.
- B. Written Warning: a formal written notice to an employee that further disciplinary action will be taken unless his or her performance or behavior improves. A copy of the written reprimand is given to the employee and the original is filed in the employee's personnel file. The employee must acknowledge receipt of the written warning by signing the letter at the time of presentation; this signature signifies only the receipt of the document; it does not signify the employee's agreement with the allegations.
- C. Disciplinary Probation: this form a disciplinary action lasts for a specified period of time, not to exceed six (6) months. Employees on disciplinary probation may be terminated for failure to meet performance or behavior standards as provided by in the employee's job classification.
- D. Suspension: the temporary removal of an employee from his or her duties without pay for disciplinary purposes for up to thirty (30) working days. Employees suspended from his or her employment with the District forfeit all rights, privileges, and salary with the exception of group health and life insurance benefits.
- E. Reduction in Salary: a decrease in salary paid to an employee for a specified period of time for disciplinary purposes.
- F. Demotion: the removal of an employee from a position to another position carrying a lower maximum rate of pay, as a result of a disciplinary action.
- G. Discharge: the removal of an employee from District services, as provided for in these Guidelines.

10.4 Disciplinary Notice/Appeal Procedure

This Section does not apply to probationary or temporary employees.

10.4.1 Written Notice of Proposed Action

In the event the District imposes disciplinary action as described in section 10.3, subsections C-G, the employee will be given a notice of the disciplinary action.

A. Notice of Disciplinary Action

Prior to the imposition of discipline as described in section 10.3, subsections C-G, a regular employee shall be provided a written notice or “Skelly letter” by the employee’s supervisor proposing to implement discipline which contains:

1. Notice of the proposed action;
2. The reasons for the proposed action;
3. A copy of the charges and any materials upon which the proposed action is based;
4. Notice that the employee is entitled to an opportunity to respond within five (5) working days after the notice has been served upon employee to the charges orally or in writing, or both, personally or with a representative who may be an attorney;
5. The date and time of the response or “Skelly” meeting, which shall be held according to section 10.4.2;
6. Notice that if the employee fails to attend the response meeting the employee shall be deemed to have waived all rights to said meeting and from appeal to any action taken.

10.4.2 Response Meeting/Skelly Hearing

No more than ten (10) business days after the notice has been served upon employee, employee shall have the opportunity to refute charges or present facts that is known as a “Skelly” Review meeting with the General Manager. The employee may respond orally or in writing, personally or with a representative. Neither party shall be entitled to call witnesses or take testimony.

If an employee fails to respond to the notice for a Skelly Review meeting, the General Manager or his or her designee shall notify the employee in writing that his or her time to respond has expired, and that the discipline shall be imposed.

If the employee requests a Skelly Review meeting, the General Manager shall consider information contained in the charges and recommendations, as well as information presented by the employee or his or her representative and issue a Final Notice as set forth in Section 10.4.3.

10.4.3 Post-Skelly Final Notice

Within ten (10) days after the Skelly Review meeting, the General Manager or his or her designee shall: 1) dismiss the notice and take no disciplinary action against the employee; 2) issue disciplinary action that is less severe than the intended disciplinary action; or 3) prepare and serve upon the employee a final notice of disciplinary action.

The final notice of disciplinary action shall include the following:

1. The disciplinary action taken.
2. The effective date of the disciplinary action taken.
3. Specific charges upon which the action is based.
4. A summary of the facts upon which the charges are based.
5. The written materials, reports and documents upon which the disciplinary action is based.
6. The employee's right to appeal.

If an employee fails to respond to the notice for a Skelly Review meeting, the General Manager shall notify the employee in writing that his or her time to respond has expired, and that the discipline shall be imposed.

Disciplinary action other than a suspension, demotion or termination (i.e., written or oral reprimands) shall not be subject to appeal. Disciplinary action consisting of a suspension, demotion or termination may be appealed by regular employees pursuant to Sections 10.4.4 and 10.4.6.

10.4.4 Appeals of Disciplinary Action

Any regular employee shall have the right to appeal to the General Manager from any disciplinary action taken by his or her supervisor following a Skelly hearing. Such appeal shall be in writing and must be filed with the General Manager within ten (10) business days after receipt of written notice of such disciplinary action. Failure to file an appeal within such period constitutes a waiver of right to appeal.

The appeal hearing shall be an evidentiary hearing with due process rights including the right to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel and findings to support the decision. However, the formal rules of evidence shall not apply, and the hearing officer shall be entitled to rely upon any evidence that reasonable persons would commonly rely upon in the course of the conduct of their business.

The hearing officer shall conduct an appeal within thirty (30) days of receipt of employee's request for appeal or as soon as practical. The parties may continue the hearing either for the convenience of the District or for good cause upon written application of the appellant or District, for a period not to exceed an additional thirty (30) days from the receipt of the appeal. Written notice of the time and place of the hearing shall be conducted in accordance with the provisions of Section 11509 of the

Government Code of the State of California, except that the appellant and other persons may be examined as provided in Section 19580 of said Government Code, and the parties may submit all proper and competent evidence against, or in support of the causes.

Neither the provisions of this section or this Chapter shall apply to reductions in force or reductions in pay, which are part of a general plan to reduce or adjust salaries and wages. However, any non-disciplinary reduction in pay is subject to the meet and confer process pursuant to Government Code sections 3504.5 and 3505.

10.4.5 Selection of Hearing officer for Appeal of Disciplinary Action

Upon receipt of a disciplinary appeal hearing request, the General Manager or his or her designee shall order that the matter be heard by a neutral hearing officer selected from a listing of arbitrators supplied by the State Conciliation Service. The individual shall be selected from a listing of five (5) individuals identified by the State Conciliation Service. If the parties cannot mutually agree upon a hearing officer, the hearing officer shall be selected by the parties through alternate the striking of names. The cost of the hearing officer will be shared equally between the parties.

10.4.6 Appeal Hearing

The appointed hearing officer shall conduct an appeal within thirty (30) days of receipt of employee's request for appeal. The appointed hearing officer may continue the hearing either for the convenience of the District or for good cause upon written application of the appellant or District, for a period not to exceed an additional thirty (30) days from the receipt of the appeal. Written notice of the time and place of the hearing shall be conducted in accordance with the provisions of Section 11509 of the Government Code of the State of California, except that the appellant and other persons may be examined as provided in Section 19580 of said Government Code, and the parties may submit all proper and competent evidence against, or in support of the causes.

10.4.7 Representation at Appeal

Any District employee other than those appointed to supervisory, management, and confidential classifications shall be permitted to represent another District employee or group of District employees at the hearing of the appeal. The appellant may appear in person and/or be represented by counsel and/or a union representative.

10.4.8 Notices to Witnesses: Cost

The General Manager shall issue notice for the appearances of witnesses for the appellant upon his written request and at his cost. The General Manager may require such cost to be prepaid.

10.4.9 Failure of Employee to Appear at Appeal Hearing

Failure of the appellant to appear at the hearing, without the prior written approval of the hearing officer, shall be deemed a withdrawal of his or her appeal and the action of the General Manager or supervisor shall be final.

10.4.10 Decision on the Appeal

The hearing officer shall render a written decision within thirty (30) days after concluding the hearing or as soon as practical. The hearing officer's decision shall be final and binding.

10.4.11 Time Limits

In the event of extenuating circumstances, the time limits in this Section 10.4 may be extended to a definite date by written agreement between the employee and the District.

Chapter 11: Grievance Procedure

With the exceptions below, a grievance is defined as a complaint by an employee that the District has violated a written policy contained in these Guidelines, an applicable MOU between the District and a recognized employee organization, or a provision of federal, state, or local law, which adversely affects the employee. Specifically excluded from the grievance procedures are claims or complaints of alleged discrimination or harassment, performance evaluations, and all disciplinary actions. Specific procedures for concerns regarding those items are addressed in separate sections of these Guidelines.

11.1 Grievance Procedure Steps

Level I, Preliminary Informal Resolution. An employee who believes she or he has a grievance shall present it orally to her or his immediate supervisor within ten (10) business days after the employee knew, or reasonably should have known, of the circumstances that form the basis for the grievance. The immediate supervisor will discuss the grievance with the employee and respond to the employee in writing within ten (10) business days after their discussion. If the grievance is against the employee's supervisor, the employee may skip Level I and advance to Level II, provided he or she complies with all applicable time limits and other requirements for Level I.

Level II, Supervisor. If the grievance is not resolved at Level I, the employee may present her or his grievance in writing to his or her supervisor or to the General Manager within ten (10) business days of the date of the Level I response.

The Level II grievance shall include the following:

- A. A concise statement of the grievance, including specific reference to the policy allegedly violated;
- B. The circumstances involved;
- C. The decision rendered at Level I, if any;
- D. The dates when: (i) the grievance was first discussed with the immediate supervisor; (ii) the Level I response was issued; and (iii) the employee submitted the grievance to Level II; E. The specific remedy sought.

Within ten (10) calendar days of receipt of the employee's Level II grievance, the employee's supervisor or the General Manager shall meet with the employee and try to resolve the dispute. He or she shall issue a written response to the employee within ten (10) calendar days of the meeting with the employee. If no response is issued within the time limit, the grievance will be deemed denied at that level and the employee may appeal to the next level.

Level III, General Manager. In the event the grievance is not resolved at Level II, the employee may, within seven (7) business days of the date of the Level II response, appeal the decision in writing to the General Manager. If the decision being applied was made by the General Manager, then the employee may skip Level II and proceed to Level IV. The Level III appeal shall include a copy of the original grievance; a copy of the written Level II decision; and a clear, concise statement of the reasons for the appeal to Level III.

Within ten (10) calendar days from the date of General Manager's receipt of the Level III grievance, the General Manager will issue a written determination to the employee.

Level IV, Hearing. If the grievance is not resolved at Level III or if the grievance is against the General Manager, the employee may, within seven (7) business days of the date of the Level III written response, appeal the decision by submitting to the General Manager a written request for appeal by a designated hearing officer, who will be selected in accordance with section 10.4.5. After the hearing, the hearing officer will issue an advisory written recommendation on the matter to the Board of Directors, who will consider the recommendation in closed session. The Board of Directors will then issue a final decision on the appeal, subject to judicial review.

11.2 General Rules for Grievances

All employee grievances must follow the steps outlined above. Except as expressly stated in this policy, at no time may an employee bypass a step. Employees shall not approach the General Manager directly with a grievance as an initial matter, unless the General Manager is the employee's direct supervisor. Time limits set forth above may be extended upon the written consent of both parties. Employees will not be retaliated against for filing or pursuing a grievance in good faith under this procedure. Employees are entitled to representation throughout the grievance process.

If an employee does not present the grievance, or does not appeal the decision rendered regarding the grievance, within the time limits specified above, the grievance shall be considered withdrawn.

A copy of all formal grievance decisions shall be placed in a grievance file belonging to the District. A copy of the grievance decision will be provided to the employee.

The parties by mutual written consent may extend any of the time limits set forth in this section.

11.3 Expungement of Written Reprimands

A written reprimand may be expunged upon sustained corrective behavior, as determined by the General Manager, after a period of three (3) years from the date of the reprimand. It is the responsibility of the employee to request that his or her personnel file be purged of the written reprimand.

The General Manager will consider the following factors in making his or her decision:

1. whether the employee received further discipline of any kind;
2. employee's performance evaluation reviews are at least satisfactory in all categories; and
3. that the only one expungement can occur during their employment with the District.

Chapter 12: Employee Records

12.1 Personnel Records and Information

The District retains personnel records concerning its employees. Such records ordinarily include applications, insurance forms, payroll deduction authorizations, performance appraisals, certain pay records, transfer and promotion forms, records of disciplinary action, training records, and any certificates or credentials required for an employee's job. Other information concerning employees may be kept as personnel records at the discretion of the District.

In order to keep personnel records current, the General Manager or his or her designee must be notified of any change in an employee's personal status and information, which may include, but is not limited to: changes of address, telephone number, marital status, military status, any birth or death in an employee's immediate family, any change in the name or telephone number of the person to be notified in case of emergency, any change in insurance beneficiary, or any other information needed to maintain accurate records. These changes shall be provided to the General Manager or his or her designee within thirty (30) days of the change in an employee's personal status.

Each employee is also responsible for providing the District with records concerning any licenses or certificates required in the performance of his or her job, as well as any documents showing that education or training relevant to employment has been completed.

12.2 Release of Information

Personnel records are considered confidential. Employees may examine their own personnel records, except for letters of reference, by contacting the General Manager. Employees may authorize the release of their own personnel records by executing a written request identifying the records to be released and the person or entity to which they may be released.

Ordinarily, no information on past or present employees shall be provided by the District, other than employment dates and job title, unless such requests for information are accompanied by a signed authorization by the employee to release the information requested.

Chapter 13: Personnel Actions

13.1 Separation Procedures

Employees who separate from the District for any reason will be paid for any comp time or vacation time that is accrued but unused at the time of their termination. Employees do not receive any pay out for accrued but unused sick leave at termination, or at any other time.

Terminating employees may be eligible to continue coverage under the District's group health insurance at their own expense pursuant to COBRA.

13.2 Disciplinary Termination

Employees who are terminated for disciplinary reasons or for "good cause" as defined in these Guidelines are not eligible for rehire.

13.3 Layoff Policy and Procedure:

- 1. Statement of Intent:** Whenever the Board determines necessary to abolish any District position, the employee holding such position or employment may be laid off or demoted without disciplinary action and without the right of appeal.
- 2. Notification:** Employees to be laid off will be given, whenever possible, at least fourteen (14) calendar days prior notice, if possible.
- 3. Order of Layoff:** Employees are generally laid off in the inverse order of their seniority in their classification in the department, although this order is subject to business needs. Seniority is determined based upon date of hire in the department. Within each class, and subject to business needs, employees will generally be laid off in the following order: temporary, part-time, probationary, and regular.

In cases where there are two or more employees in the classification in the department from which the layoff is to be made who have the same seniority date, such employees will be laid off on the basis of the last evaluation rating in the class, providing such rating has been on file at least 30 days and no more than 12 months prior to lay off, as follows:

First, all employees having ratings of “improvement needed;” second, all employees having ratings of “competent;” third, all employees having rating of “outstanding.”

4. **Transfer in Lieu of Layoff:** An employee affected by layoff may be transferred to a vacant position within the same or comparable classification, or a vacant position in any former classification, first within the affected department and then District-wide, which the employee once held as a regular employee, provided that the employee meets the minimum qualifications of said positions and the compensation is at the same or lower rate of pay.
5. **Re-employment Rights for Laid Off Employees:** Regular employees who have been laid off shall be automatically placed on a re-employment list for 2 years from the date of layoff for the classification from which they were laid off.
6. **Mass Layoff:** If the District finds it necessary to enforce a mass layoff, it must provide at least a sixty (60) day notice prior to the mass layoff. A mass layoff is defined as job loss for at least fifty (50) employees in a thirty (30) day period. California’s WARN Act, codified in Labor Code Sections 14001408 also applies to the closing of an industrial or commercial facility with at least seventy-five (75) employees, or the relocation of an industrial or commercial facility with at least 75 employees to a location at least one hundred (100) miles away.

13.4 Voluntary Resignations in Good Standing

An employee who resigns in good standing is eligible to seek for re-employment with the District. Good standing shall mean providing at least a two (2) week notice and the completion of all necessary exit forms and exit interview.

13.5 Exit Interview

All employees separating from the District for any reason shall be given an interview prior to termination.

The interview shall be conducted by the General Manager and shall produce specific information as to the causes and reasons for the separation. The information shall be

recorded on a standard form provided by the District, which the employee shall be required to sign.

A copy of the complete report shall be transmitted to the employee's immediate supervisor and General Manager for comment and be returned for retention in the employee's personnel file.

13.5.1 Property Return Agreement

Upon employment with the District, each employee may complete a Property Return Agreement if they receive any District property. Property includes, but is not limited to, laptops, cell phones, PDAs, equipment, keys, reports, proprietary information, and any other job related materials. All District property must be returned prior to departure.

13.5.2 Employment Reference Checks

All inquiries regarding a current or former District employee must be referred to the General Manager. Should an employee receive a written request for a reference, he or she must refer the request to the General Manager for handling. Employees may not issue a reference letter to any current or former employee without the permission of the General Manager.

Under no circumstances should an employee release any information about a current or former employee over the telephone. All telephone inquiries regarding any current or former employees of the District must be referred to the General Manager.

In response to an outside request for information regarding a current or former District employee, the General Manager will only verify an employee's name, date of employment, and job title. No other data regarding any current or former District employee will be released unless the employee authorizes the District to release such information in writing or the District is required by law to furnish any information.

If, however, an employee is contacted to give a personal reference regarding a current or former District employee, he or she is permitted to do so and should emphasize to the inquirer that the reference is personal only and not on behalf of the District.

Failure to follow these directions may be cause for corrective action up to and including termination.

Chapter 14: Internet, E-mail and Electronic Communications

The District believes that employee access to and use of the internet, e-mail, and other electronic communications resources benefits the District and makes it a more successful local public agency. However, the misuses of these resources have the potential to harm the District's short- and long-term success. Employees should have no expectation of privacy in work-related emails or internet usage while using District computers.

The District has established this policy to ensure that the District employees use the District provided computer resources, such as the internet and e-mail, in an appropriate manner.

14.1 Rules Regarding Prohibited Use

Employees shall not use the District internet and e-mail in an inappropriate manner. Prohibited use of the internet and e-mail systems includes, but is not limited to:

1. Accessing internet sites that are generally be regarded in the community as offensive (e.g., sites containing pornography or that exploit children), or accessing sites for which there is no official business purpose (e.g., social media websites or online shopping websites).
2. Engaging in any profane, defamatory, harassing, illegal, discriminatory, or offensive conduct or in any conduct that is otherwise inconsistent in any way with the District policies.
3. Distributing copyrighted materials.
4. As computer viruses can become attached to executable files and program files, receiving or downloading executable files and programs via electronic mail or the internet without express permission of the Systems Administrator is prohibited. This includes, but is not limited to, software programs and software upgrades. This does not include e-mail or documents received via e-mail and the internet.
5. Use of another person's name or account, without express permission of the System Administrator, is strictly prohibited.
6. Using the District's computer resources for personal social media, online shopping, and other similar online commercial activity.
7. Employees must respect all copyright and licensed agreements regarding software or publication they access or download from the internet. The District does not condone violations of copyright laws and licenses and the employee will be personally liable for any fines or sanctions caused by the employee's license or copyright infringement.

14.2 Additional Guidelines

Employees are expected to understand and comply with the following additional guidelines regarding use of the internet and District computer systems.

1. Internet access is to be used for the District business purposes only. Employees who have completed all job tasks should seek additional work assignments. Use of

the internet should not interfere with the timely and efficient performance of job duties. Personal access to the internet and e-mail is not a benefit of employment with the District. Limited personal use of the District's systems to access internet, e-mail, and other electronic communications may be permitted only during the employee's authorized break time.

2. Employees do not have any right or expectation to privacy in any the District computer resources, including e-mail messages produced, sent, or received on the District computers or transmitted via the District's servers and network. The District may monitor the contents of all computer files and e-mail messages to promote the administration of the District operations and policies.
3. Employees' access to and use of the internet, e-mail, and other electronic communications on the District systems is monitored, and such files and electronic communications may be reviewed by the District at any time. Employees have no expectation of privacy.
4. Deleting an e-mail message does not necessarily mean the message cannot be retrieved from the District's computer system. Backup copies of all documents, including e-mail messages, that are produced, sent, and received on the District's computer system, can be made.
5. E-mail and any attachments are subject to the same ethical standards, and standards of good conduct, as are memos, letters, and other paper-based documents.
6. Currently all District e-mail sent is not encrypted. Unencrypted electronic mail is not a secure way of exchanging information or files. Accordingly, employees are cautioned against transmitting information in an electronic mail message that should not be written in a letter, memorandum, or document available to the public.
7. E-mail, once transmitted, can be printed, forwarded, and disclosed by the receiving party without the consent of the sender. Use caution in addressing messages to ensure that messages are not inadvertently sent to the wrong person.
8. Virus scanning software shall be used where provided.
9. It is advisable for all employees of the District to remind customers, clients, and contractors of security issues when sending confidential electronic mail or documents to the District via electronic mail. If applicable, our customer, clients, or contractors should be reminded to implement a security policy and make sure their employees understand the ramifications of sending confidential information via electronic mail.

10. Employees must scan all downloadable materials before using or opening them on their computers to prevent the introduction of any computer virus.

Chapter 15: Miscellaneous Policies

15.1 Political Activity

Every employee has the right as a citizen to participate fully in the political process. Employees are encouraged to participate by attending public meetings, running for elected office, voting, and otherwise participating in the community as a good citizen. No employee, however, shall campaign for himself or herself or any other candidate or cause during District business hours, or during employee work time or using the District resources. No employee shall publicly campaign for any candidate or cause while wearing a District uniform, insignia, or otherwise while representing the District.

15.2 Desks, Lockers, Storage, and Other Personal Inspections

The District reserves the right to open and enter, upon reasonable suspicion and with or without the employee's permission any office, desk, locker, file cabinet, or other storage location on the District premises or work sites (including the District parking areas) and to inspect vehicles or any containers brought into the workplace or work site.

Although an employee may be assigned an office, desk, vehicle, locker, file cabinet, or other storage area or device by the District, such assignment shall not create an expectation of privacy in the use of such items or areas. These items remain the property of the District and may be searched at any time.

15.3 District Visitors

Access to the District facilities, except for public areas, is restricted for safety reasons. Employees shall not receive visitors at non-public areas of District facilities office except with the express permission of the General Manager. All visitors must check in at the business office and wait until the District personnel are available to meet with them at the business office.

15.4 Media Contact Policy

The General Manager is the designated point of contact for the District for all media contact, as the General Manager is the official spokesperson for the District. Any contact by the media to an employee of the District regarding the District shall be immediately reported to the General Manager. Unless approved by the General Manager, no employee shall issue a statement or communicate with the media on behalf of the District.

15.5 Phone Policy

The personal use of District phones should be limited to break and lunch times unless it is an emergency. Long distance use of the District landline for personal use is prohibited unless specifically authorized by the employee's supervisor or General Manager.



San Miguel Community Services District

Board of Directors Staff Report

February 28, 2019

AGENDA ITEM: XI - 4

SUBJECT: Discuss and approve proposed revisions to Will Serve Letter application, Review and inspection procedures and Fee charges by Resolution 2019-05.

RECOMMENDATION:

Discuss and approve **Resolution No 2019-05** approving revisions to District's Utility Will Serve application, review and inspection procedure and fees for water wastewater and lighting.

BACKGROUND:

The existing Will Serve and Inspection procedures and Fees have been in effect since 2016, since that time significant changes have occurred in the District. Part of this proposal is to separate the Utilities Will Serve application from the Fire and Life safety review application. Since the utilities and fire prevention now have separate reviewers, and the fire department is now reviewing more types of construction, it is necessary to provide a separate application for the utilities and the fire department. There are some overlapping items which apply to both the utilities and fire department but for the most part they are standalone applications.

The Board should consider and discuss the revised Water, Wastewater and lighting Will Serve application, review and inspection fees. This proposal is a comprehensive revision to existing application including related fees for the District review and inspection of the applicant's application and property regarding water, wastewater and lighting utilities.

The purpose of this will serve application is to update the District's application process and associated fee for these services that are tied to new development but also related to certain building activities like building remodels, and additions. The fees are based on estimates of actual costs to perform the services and typical review and provide the typical inspections for the listed review types.

These fees are for cost recovery only, no excess revenue is anticipated from these fees.

The Board should review the proposed revisions and approve the proposed revisions to the District's Will Serve application and related, cost recovery fees.

Fiscal Impact:

There is no negative fiscal impact associated with approving and adopting new application and fees related to the District's Will Serve and Inspection application. The proposed increase in fee charges will, over time, provide cost recovery for these services being performed.

Recommendation: Approve **Resolution No 2019-05** adopting the revised Will serve letter application, review and inspection fee schedule.

PREPARED BY:

Kelly Dodds
Director of Utilities

- Attachment: 1. **Resolution No 2019-05**
2. Proposed revised Will Serve application with review and inspection fee schedule
3. Engineering Reimbursement Agreement Form

San Miguel Community Services District
Utility Will Serve Application Packet
& Information for:
Water, Wastewater and Lighting



Revisions 1/4/16, 2/3/16, 2/28/19

Estimated Fees are due at time of application submission:

- Application Fees are estimates only, additional plan review/ inspection fees may apply and will be due at time of pickup of the will serve
- All will serve application and review/ inspection fees are non-refundable.
- Preliminary Will Serves are valid for 1 year from date of issuance
- Final Will Serves do not expire but if services are not installed within 1 year of issuance then a new application with review fees will be required.
- Final Will Serves are only issued after plans are approved and all associated review and connection fees are paid in full.

Plan review fee schedule Commercial/ Mixed use/ Multifamily

New construction plan review (per subdivision/ development/ tract)

Master site review/ inspection only

- New subdivision/ development/ Tract (Water infrastructure) \$1,000 (\$_____)
 - New subdivision/ development/ Tract (Sewer infrastructure) \$1,000 (\$_____)
 - New subdivision/ development/ Tract (Lighting infrastructure) \$250 (\$_____)
- TOTAL New development plan review fees (\$_____)**

New construction individual plan review and inspection

(per permitted building)

- Plan review and inspection (Water services) \$200 (\$_____)
 - Backflow review and inspection (per backflow) \$50 (\$_____)
 - Plan review and inspection (Sewer services) \$200 (\$_____)
 - Plan review and inspection (Lighting services) \$50 (\$_____)
- TOTAL New individual permitted building, plan review fees (\$_____)**

Remodel/ addition plan review

(per existing service)

- Plan review and inspection (Per Water service) \$150 (\$_____)
 - Plan review and inspection (Per Sewer service) \$150 (\$_____)
 - Backflow review and inspection (per backflow) \$50 (\$_____)
 - Plan review No inspection needed (Per Water service) \$50 (\$_____)
 - Plan review No inspection needed (Per sewer service) \$50 (\$_____)
- TOTAL Remodel/ addition plan review fees (\$_____)**

Engineering/ Connection fees/ Meter fees

Outside engineering costs associated with the District Engineer or other outside consultants or engineers for the proposed project will be billed at actual cost plus 15%.

Fees listed above are for plan review and inspection only.

Connection fees will be charged at the current rate in effect at the time connection fees are paid.

Water Meters will be charged at the current rate in effect at the time the meter fees are paid.

Application check list

Information required for all applications:

Completed ***Water, Wastewater, Lighting Will Serve Application***

Items to attach to application:

1. Plot Plan
2. Construction Plans - 1 Electronic PDF file submitted by email
3. Construction Plans – 2 Complete Full-Size Printed Plan Set stamped by the design professional
4. Grant Deed or Lot Book Guarantee
5. Initial application fee based on fees from prior page

Additional information required for all non-residential applications:

Completed ***Wastewater Survey Form***

A survey is required for all non-residential applications. A Wastewater Discharge Permit may be required based on the information provided in the Wastewater Survey.

Items to attach to application:

1. Submit ***Signature of Receipt*** for all non-residential uses.

Completed ***Wastewater Discharge Permit Application***

All food service and/or processing uses are must obtain a wastewater discharge permit and install grease interceptors. A Wastewater Discharge permit may be required for other uses based on the information provided in the Wastewater Survey. (pg. 18-26)

Items to attach to application:

Specifications of proposed Grease Trap or Interceptor
Cut Sheets for proposed Grease Trap or Interceptor
Submit ***Signature of Receipt*** for all non-residential use

NOTICE TO BUILDERS/CONTRACTORS/HOMEOWNERS

Single-family residence builders please not

Your fire sprinkler contractor's design and calculations will determine the size of the water meter required. District standard for new water services is 1" Polyethylene iron pipe size pipe, with a 1" Master Meter brand water meter. Please consult with your fire sprinkler contractor prior to submittal to ensure that this arrangement is adequate.

Multifamily/ commercial builders please note:

Your fire sprinkler contractor's design and calculations will determine the size of the meter(s) and fire line(s) required. Please consult with your fire sprinkler contractor prior to requesting any water services

A backflow prevention device will be required by the District for all commercial buildings, and any multifamily building of 4 or more units, and all services which service landscaping. The device size will be determined by the demand of the building by fixture count and or the size requirement of the fire protection systems.

Landscape meters:

You must provide calculations and plans from a landscaper or other design professional clearly outlining the water demand of the proposed landscaping. The District will determine the meter size based on the demand requirements provided.

Service connection configuration:

All new services must be installed in accordance with the applicable ordinances, standards, and policies in effect at the time of plan approval.

WATER, WASTEWATER AND LIGHTING WILL SERVE APPLICATION

Estimated Fees are required at time of application submission

APPLICANT INFORMATION (Please fill out completely)

Primary Contact Name: _____ Phone: _____

Title: _____ Email Address: _____

Owner Name: _____

Owner Address: _____

City: _____ State: _____ Zip: _____

Work Phone: (____) _____ Home: (____) _____ Cell: (____) _____

Email Address (Owner): _____

Please note that an agent acting for the owner shall submit written authorization with owner's original signature. (pg. 11)

Agent Name: _____

Agent Address: _____

City: _____ State: _____ Zip: _____

Work Phone: (____) _____ Home: (____) _____ Cell: (____) _____

Email Address (Agent.): _____ Title: _____

PROJECT INFORMATION (Please fill out completely)

PROJECT LOCATION OR ADDRESS:

Business Name/Type of Business (if applicable): _____

Address: _____

City: _____ State: _____ Zip: _____

APN No: _____ Tract No: _____ Lot No: _____

TYPE OF PROJECT: (Check Appropriate Box)

Residential Zoning Code: _____ Single Family Multi-Family Residential

Please Note: New Construction, remodels and additions may require fire sprinklers or standpipes to be installed which may alter the requirements for the number and size of water services needed. Concurrent application for fire plan review will be necessary to provide final review of your plans/ project.

Commercial/Industrial Zoning code: _____

Please complete a wastewater survey form for all commercial/industrial projects.

Office Retail Medical Restaurant
 Industrial _____ Auto Body Shop Other: _____

PROJECT SIZE: Total square footage (sf). List existing and new sf separately if applicable.

1st Floor: _____

2nd Floor: _____

Garage or Accessory structure: _____

Detailed Project Description:

ESTIMATED WATER UNITS OF USE REQUIRED:

Attach water demand calculations for all projects except single family residential.

CONSTRUCTION INFORMATION: (Check Appropriate Box(es))

New Construction Addition and/or Remodel (With added SF) Remodel (No addition of SF)

If adding or remodeling Bathroom(s), Shower Room(s), Kitchen(s) or Laundry Room(s), or adding any water using fixtures, please specify the information below for any added amenities and fixtures.

Bathroom(s) or Shower Room(s) Will there be multiple shower heads? _____

Remodel or Addition? _____

of sinks: _____

of tubs: _____

of toilets: _____

of shower/tub combos: _____

of showers: _____

Laundry Room(s) _____

Remodel or Addition? _____

of washing machines: _____

Kitchen(s)

Remodel or Addition? _____

of sinks: _____

of icemakers: _____

of dishwashers: _____

Other Water Using Fixture(s)

WATER SUPPLY (FIRE FLOW):

Nearest Hydrant Location: _____

How far, in feet, is the building from the fire hydrant by the roadway?

COMMENTS:

Please provide any information you feel will be helpful in our evaluation.

A PLOT PLAN, CONSTRUCTION PLANS AND A GRANT DEED IS REQUIRED WITH THIS APPLICATION.

THE PLAN SHALL INCLUDE AN AREA MAP, ACCESS ROAD, DRIVEWAY, TURNOUTS, PROPOSED AND EXISTING BUILDINGS, AND THE LOCATION OF THE NEAREST FIRE HYDRANT.

If you have any questions, please feel free to contact the San Miguel Community Services District between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday.

SIGNATURE OF OWNER/AGENT

DATE

Company Name: _____

SITE PLAN

CONSENT OF LANDOWNER

San Miguel Community Services District

APN No: _____ - _____ - _____

I (we) the undersigned owner of record of the fee interest in the parcel of land located at (print address): _____, identified as Assessor Parcel Number (APN) _____, for which a Will Serve Letter and/or Fire Review Letter is being requested for: _____ (specify type of project, for example: addition to a single-family residence; or general plan amendment), do hereby certify that:

1. Such application may be filed and processed with my (our) full consent, and that I (we) have authorized the agent named below to act as my (our) agent in all contacts with the county and to sign for all necessary permits in connection with this matter.
2. I (we) hereby grant consent to the San Miguel Community Services District (District), its officers, agents, employees, independent contractors, consultants, sub-consultants and their officers, agents, and employees to enter the property identified above to conduct any and all surveys and inspections that are considered appropriate by the inspecting person or entity to process this application. This consent also extends to governmental entities other than the District, their officers, agencies, employees, independent contractors, consultants, sub-consultants, and their officers' agents or employees if the other governmental entities are providing review, inspections and surveys to assist the county in processing this application. This consent will expire upon completion of the project.

3. If prior notice is required for an entry to survey or inspect the property. Please contact:

Print Name: _____

Daytime Telephone Number: _____

4. I (we) hereby give notice of the following concealed or unconcealed dangerous conditions on the property _____

PERSON OR ENTITY GRANTING CONSENT:

Print Name: _____

Print Address: _____

Daytime Telephone Number: _____

Signature of landowner: _____ Date: _____

AUTHORIZED AGENT:

Print Name: _____

Print Address: _____

Daytime Telephone Number: _____

Signature of authorized agent: _____ Date: _____

All Non-Residential applicants please complete the following forms and submit with your application:

1. For all for all office and non-medical uses that generate only domestic wastewater. (Bathrooms only) provide a completed ***Wastewater Survey Form*** and signed ***Signature of Receipt Form***.
2. For all other commercial and industrial uses, provide a completed ***Wastewater Discharge Permit Application*** and signed ***Signature of Receipt Form***. For all food service businesses, include:
 - a. Specifications of proposed Grease Trap or Interceptor
 - b. Cut Sheets for proposed Grease Trap or Interceptor

(go to next page for application form)

Commercial/ Industrial Wastewater Survey for Will Serve Request

Section 1. APPLICANT INFORMATION (Check box for contact person)

Landowner Name _____ Daytime Phone: _____

Mailing Address: _____

Email Address: _____

Applicant Name _____ Daytime Phone: _____

Mailing Address: _____

Email Address: _____

Agent Name _____ Daytime Phone: _____

Mailing Address: _____

Email Address: _____

Section 2. PROPERTY INFORMATION

Legal Description: _____

Assessor Parcel Number(s) _____ Attached Lot Book Guarantee? yes / no

Number and size of lots to be served: _____

Proposed Zoning: _____

Address (es) if known _____

(Street)

(City)

(State)

(Zip Code)

Section 3. OPERATION(S) Check all that apply

- | | |
|---|---|
| <input type="checkbox"/> Auto Detailing/Wash | <input type="checkbox"/> Medical Service |
| <input type="checkbox"/> Auto Service/Repair | <input type="checkbox"/> Pharmacy |
| <input type="checkbox"/> Bakery | <input type="checkbox"/> Photo Services |
| <input type="checkbox"/> Automobile Service /Repair | <input type="checkbox"/> Printing |
| <input type="checkbox"/> Dry Cleaning/Laundry | <input type="checkbox"/> Professional Services |
| <input type="checkbox"/> Food Processing | <input type="checkbox"/> Public Service |
| <input type="checkbox"/> Food Service/Restaurant | <input type="checkbox"/> Retail Sales |
| <input type="checkbox"/> Hotel/Motel | <input type="checkbox"/> Tasting Room |
| <input type="checkbox"/> Laboratory | <input type="checkbox"/> Wholesale Distribution |
| <input type="checkbox"/> Machine Shop | <input type="checkbox"/> Winery |
| <input type="checkbox"/> Manufacturing/All Types | <input type="checkbox"/> Other _____ |

Section 4. WASTEWATER INFORMATION

A. If your facility employs processes in any of the industrial categories or business activities listed below, place a check beside the category or activity.

- Adhesives
- Aluminum Forming
- Anodizing
- Automobile Maintenance and Repair
- Battery Manufacturing OR Reclaiming
- Copper Forming
- Dairy Products Processing
- Electric/Electronic Components
- Electroplating
- Fruit or Vegetable Processing
- Hospital
- Inorganic Chemicals
- Iron & Steel
- Laundries
- Leather Tanning & Finishing
- Rubber
- Soaps & Detergent
- Winery

- Mechanical Products
- Metal Etching/Chemical Milling
- Metal Coating (Phosphating, Coloring,)
- Nonferrous Materials
- Organic Chemicals
- Paint & Ink
- Petroleum Refining
- Pharmaceuticals
- Photographic Supplies
- Plastic & Synthetic Materials
- Plastics Processing
- Porcelain Enamel
- Printed Circuit Board Manufacturing
- Printing & Publishing
- Pulp & Pape

Section 5. APPLICANTS SIGNATURE:

The information provided will be used to determine whether the District has the capacity to provide wastewater treatment for the proposed project. The District will attempt to identify potential problems that may be associated with making service available to the project or parcel. At the time of request for hook-up and service, each individual business is required to complete an Industrial Wastewater Survey and Discharge Permit Application. The District may require pretreatment, testing and reporting of the industrial wastewater based on the type of operations and processes conducted at the business.

Note: It is the applicant's responsibility to notify the District in writing of any changes in the information provided above within 30 days of such change.

Name (Printed)

Title

Signature

Date

Signature of Receipt Form

Applicant Information

Owner/Tenant Name: -----

Address: -----

Home/Business Phone: _____ Cell Phone: _____

Job Site Address (if different from above): -----

I have been informed that I will need to fill out a Waste Water Discharge Permit Application if my establishment is one in which Fats, Oils, and/or Greases (which are prohibited in accordance with the District's Sewer Code) are a byproduct of doing business. I understand fully that if, at any time, this establishment changes business operations and begins creating FOG byproducts, I will approach the District willfully and submit a Waste Water Discharge Permit as to remain in compliance with Federal and State laws and District codes and ordinances.

I acknowledge that I have been given a copy of the pamphlet, Your Establishment and FOG (Fats, Oils, and Greases) describing Best Management Practices to help reduce or eliminate FOG waste from entering the communities Sanitary Sewer System. I have also received the Grease Trap and Interceptor Selection and Maintenance Guide.

I understand that all District ordinances and codes are available to the public and that I may view them at any time for more information.

I am aware that the owner of this establishment is responsible for maintaining compliance with this policy. I am also aware that, if the owner of the establishment and the owner of the building are not one in the same, the owner of the building will also be held responsible for the compliance of this policy and informed if compliance has not been upheld.

I have read and understand this notice. A copy of this form will be given to me at my request.

Signature of Owner/Tenant

Date

Print Name

If you are not the owner of the building, please provide this information below so that we may send them a copy of this form.

Owner: -----

Address: -----

Phone number: -----



San Miguel Community Services District

Fats, Oils and Grease (FOG) Program

Grease Trap and Interceptor Selection and Maintenance Guide

Introduction

San Miguel Community Services District (SMCSD) has a mandated Sewer Ordinance that requires establishments engaging in the preparation of food to install approved grease removal devices and conduct regular maintenance of these devices. Appropriate and frequent grease interceptor maintenance can significantly reduce the discharge of fats, oils, and grease (FOG) into the district's wastewater system.

Questions and Answers

WHY IS FOG A PROBLEM?

When FOG enters the sewer system, they coat sewer pipes and cause blockage. This can lead to sanitary sewer overflows (SSOs) which can require costly repairs, temporary closures of your establishment, not to mention certain health hazards. Properly maintained grease removal devices prevent excess FOG and solids from entering the district's sewer system by routing wastewater from fixtures and equipment that may contain FOG through a trap or inceptor to slow the flow of wastewater. This allows the FOG to solidify and float at the top of the device instead of being washed down into the sewer laterals.

WHAT DETERMINES WHETHER I NEED A GREASE TRAP OR GREASE INTERCEPTOR?

The type of grease removal device required is determined by the number of fixtures or equipment in the facility that discharge grease to the sewer system and the flow from these fixtures. Refer to the "Sizing Worksheets" section of this guide.

WHAT ARE THE REQUIREMENTS AFTER THE GREASE TRAP/INTERCEPTOR IS INSTALLED?

Food establishments are asked to implement *best management practices (BMPs)* for FOG. Refer to the "Your Restaurant and FOG" brochure to see recommended BMPs. S M C S D will require *regular maintenance* of grease trap/interceptors in order to properly protect the District's sewer collection system. A grease trap/inceptor *maintenance log* will be required to be kept to document cleaning intervals. *Receipts* for cleaning interceptors should be maintained and available for review.

WHO PERFORMS MAINTENANCE ON GREASE TRAPS?

Generally, grease trap maintenance is performed by the maintenance staff, or other employees of a food establishment. Refer to your particular grease trap manufacturer's recommended maintenance procedures. Remember, as the owner, you are ultimately responsible for the

functionality and maintenance of your grease trap, so you may wish to oversee all maintenance procedures.

WHO PERFORMS MAINTENANCE ON GREASE INTERCEPTORS?

Grease interceptor maintenance and service is usually performed by permitted haulers or recyclers. This maintenance consists of removing all solids and liquids from the grease interceptor and properly disposing of the material in accordance with federal, state, and/or local laws. Remember, as the owner, you are ultimately responsible for the functionality and maintenance of your grease interceptor, so you may wish to oversee all maintenance procedures.

HOW OFTEN DO I NEED TO PERFORM MAINTENANCE ON MY GREASE TRAP OR INTERCEPTOR?

The required frequency for grease trap and interceptor maintenance depends greatly on the amount of FOG a facility generates as well as any best management practices (BMPs) that your establishment implements to reduce the FOG discharged into the sewer system. A good rule of thumb is to clean out grease traps on a weekly basis and grease interceptors on a monthly basis. Refer to the “Your Restaurant and FOG” brochure to see recommended BMPs.

WHAT FIXTURES OR EQUIPMENT CANNOT BE PLUMBED TO A GREASE INTERCEPTOR?

Food grinders, dishwashers, and wastes from toilets, urinals, wash basins, and other fixtures containing fecal matter should not be plumbed through the grease inceptor.

WHAT REQUIREMENTS MUST BE MET?

New facilities and remodels must install a grease interceptor (to be approved by SMCSD) per the 2016 California Plumbing Code.

Existing facilities should install a grease interceptor per the 2013 California Plumbing Code; however, grease traps may be approved by the District due to physical constraints. Multiple units may be used to achieve the intent of the law must be approved by SMCSD.

WHAT IS THE APPROVAL AND INSTALLATION PROCESS REQUIREMENTS?

- **Contact a licensed contractor** to help determine the proper sizing of the grease removal device.
- **Submit your completed Grease Trap/Interceptor Sizing Worksheet with all plan sets**, showing location and size of grease trap to SMCSD District Engineer for approval.
- **Apply for a building permit** from the County of San Luis Obispo and provide a copy of the application and receipt for permit fees to SMCSD.
- **Install the grease removal device** and obtain inspections from the County per the permit requirements and inspection approval by SMCSD representative.
- **Provide a copy of the Building Permit completion (sign-off card)** obtained from the County of San Luis Obispo to verify compliance with grease trap/interceptor installation requirements.

- **Grease Inceptors**

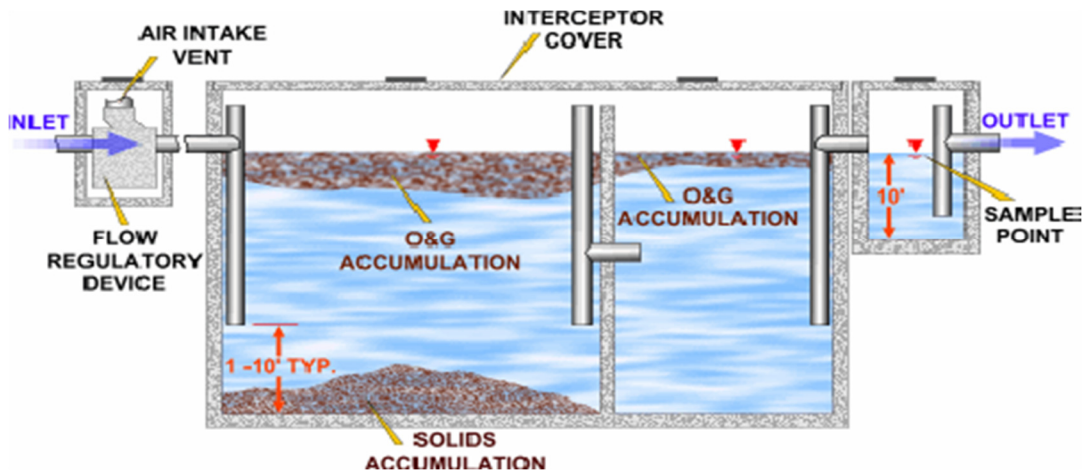
What is a Grease Inceptor? Grease inceptors are usually in-ground devices located outside of the building, made of concrete with a minimum capacity of 750 gallons, and are usually configured with multiple chambers. The capacity of the inceptor allows time for the wastewater to cool, allowing the grease time to congeal and rise to the surface. Inceptors are the most efficient method for removing grease.

Grease Inceptor Maintenance

Grease inceptors will usually be cleaned by a state licensed septic hauler, grease hauler, or recycler. It is recommended that you clean your grease inceptor once a month but is ultimately dependent on the type of establishment, the size of the inceptor, and the volume of flow discharged to the inceptor.

Proper procedure for grease inceptor maintenance:

Step 1	Schedule your grease hauler or recycler for cleaning service.
Step 2	Shut of the isolation valve to stop flow to the grease inceptor.
Step 3	Remove lid and dip out any water in the inceptor. Dispose of this water into the sewer system.
Step 4	Remove baffles, if possible.
Step 5	Scoop out the accumulated grease from the inceptor and contain in a watertight container (ex: a 55-gallon drum with lid)
Step 6	Pump out the settled solids and any remaining liquids.
Step 7	Using a putty knife or other applicable tool, scrape sides, lid, and baffles to remove as much grease residue as possible. Dispose of into a watertight container.
Step 8	Replace the baffle and lid.
Step 9	Document your maintenance on your <i>Maintenance Log</i> .



REMINDER: DEGREASERS, DETERGENTS, AND WATER EXCEEDING 140 DEGREES SHOULD NOT BE PASSED THROUGH THE GREASE REMOVAL DEVICES.

Grease Interceptor Sizing Worksheet

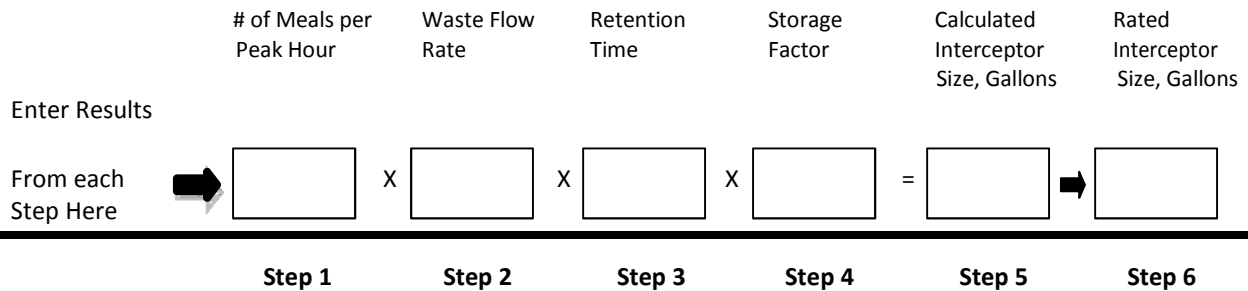
Establishment Name: _____

Address: _____

Contact Name: _____ Phone: _____

Contact Email Address: _____

Follow these six simple steps to determine the size of your grease interceptor:



Step 1 Number of Meals per Peak Hour (Recommended Formula)

1

Seating Capacity		Meal Factor		Meals per Peak Hour
<input style="width: 60px; height: 30px; border: 1px solid black;" type="text"/>	X	<input style="width: 60px; height: 30px; border: 1px solid black;" type="text"/>	=	<input style="width: 60px; height: 30px; border: 1px solid black;" type="text"/>

Establishment Type	Meal Factor
△ Fast Food (45 minutes)	1.33
△ Restaurant (60 minutes)	1.00
△ Leisure Dining (90 minutes)	0.67
△ Dinner Club (120 minutes)	0.50

Step 2 Waste Flow Rate (Add all that apply)

2

Condition	Waste Flow Rate
△ With a dishwashing machine	6 gallons
△ Without a dishwashing machine	5 gallons
△ Single service kitchen	2 gallons
△ (Disposable dishes and utensils)	
△ Food waste disposer (Grinder)	<u>1 gallon</u>

Total Waste Flow Rate: _____

Step 3 Retention Time

3

Commercial kitchen waste	
○ Dishwasher	2.5 hours
Single service kitchen	
○ Single serving	1.5 hours

Step	Storage Factor	
4	Fully equipped commercial kitchen	
	Δ 8-hr operation	1
	Δ 16-hr operation	2
	Δ 24-hr operation	3
	Single service kitchen	
	Δ Single Service Kitchen	1.5

Step 5 Calculate Hydraulic Capacity
 Multiply the values obtained from steps 1, 2, 3, and 4. The result is the minimum approximate grease interceptor size for this application.

Step 6 Select Grease Inceptor Size
 Using the approximate required hydraulic capacity from Step 5, select an appropriate size as recommended by the manufacturer. Attach copy of manufacturer specifications.

**Minimum size: 750 gallons

The Sewer Ordinance adopted by San Miguel Community Services District requires grease interceptors to be designed sized and designed in accordance with the Uniform Plumbing Code. This Grease Interceptor Sizing Worksheet follows the formula taken from Appendix H of the Uniform Plumbing Code.

FACTORS AFFECTING GREASE INTERCEPTOR PERFORMANCE:

- **Velocity of Incoming Water.** The higher the velocity of water coming into the system, the more turbulence there is created. This disrupts the FOG separation process, therefore reducing the efficiency of the grease interceptor.
- **FOG to Water Ratio.** The higher the ration of FOG particles to the water, the lower the efficiency of the grease interceptor.
- **Specific Gravity (Density) of FOG.** The specific gravity of FOG is lower than that of water allowing the FOG to rise to the surface quickly. Food particles having a higher specific gravity that water will accumulate on the bottom of the system and will ultimately pass through the interceptor to the sewer system.
- **Detergents in the System.** Grease-cutting and cleaning detergents will break the liquid grease into very small particles which will allow these undesirable FOGs to pass through the interceptor into the sewer system.
- **Hot Water.** Water exceeding 140 degrees should not be sent through the grease interceptor as it will dissolve grease and pass it through into the sewer system.

Grease Traps

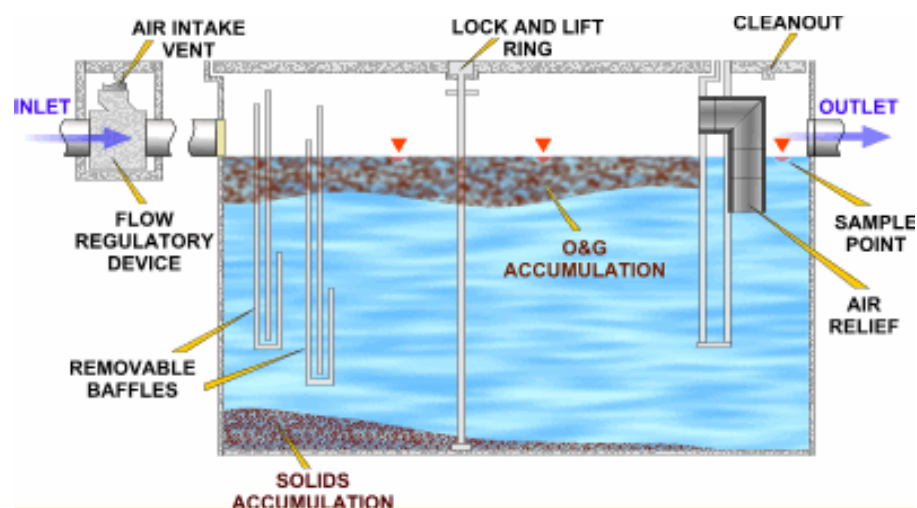
What is a Grease Trap? Grease traps are small units usually found inside the building under a sink or near the fixtures discharging grease. Grease traps are usually single chambered devices with baffles inside designed to slow the flow of wastewater allowing the grease to rise to the surface. Their capacities are rated in gallons of flow and pounds of grease they hold. Grease traps are not as efficient at removing grease as an interceptor and require more frequent cleaning in order to properly maintain them and to prevent odors.

Grease Trap Maintenance

Grease traps are usually maintained by maintenance staff or other employees of the food establishment. Since these units are much smaller than its larger interceptor counterpart, it is recommended that they are cleaned out on a weekly basis.

Proper procedures for grease trap maintenance:

Step 1	Dip out any water in the trap. Dispose of this water into the sewer system.
Step 2	Remove baffles, if possible.
Step 3	Scoop out the accumulated grease from the interceptor and contain in a watertight container (ex: a 55-gallon drum with lid)
Step 4	Using a putty knife or other applicable tool, scrape sides, lid, and baffles to remove as much grease residue as possible. Dispose of into a watertight container.
Step 5	Contact a hauler or recycler for grease pick-up as your disposal container gets close to being full.
Step 6	Replace the baffle and lid.
Step 7	Document your maintenance on your <i>Maintenance Log</i> .



REMINDER: DEGREASERS, DETERGENTS, AND WATER EXCEEDING 140 DEGREES SHOULD NOT BE PASSED THROUGH THE GREASE REMOVAL DEVICES.

Sizing Worksheet

Grease Trap Sizing Worksheet

Establishment Name: _____

Address: _____

Contact Name: _____ Phone: _____

Contact Email Address: _____

For a multi-fixture grease trap, the following method may be used for grease trap sizing:

1. Calculate the capacity of each fixture.

Cubic content of each fixture = $\frac{\text{Length (in)} \times \text{Width (in)} \times \text{Depth (in)}}{231}$ = Capacity in Gallons
(231 cubic inches per gallon)

$$\boxed{} \text{ in} \times \boxed{} \text{ in} \times \boxed{} \text{ in} / 231 = \boxed{} \text{ Gallons}$$

2. Calculate the flow rate.

$\frac{\text{Capacity in Gallons}}{\text{Drainage Period in Minutes}}$ = Flow Rate in gallons per minute (gpm)

Note: The most generally accepted drainage period is one minute. The maximum drainage period allowed is 2 minutes.

$$\frac{\boxed{} \text{ gallons}}{\boxed{} \text{ mins}} = \boxed{} \text{ gpm}$$

3. Total flow rate. Add the gpm requirement for each fixture to arrive at a total flow rate. For fixtures that do not have a calculable volume, i.e. water wash hoods, wok ranges (with or without curtain) and pre-rinse stations, allow 10 gpm or the actual flow rate, whichever is greater.

4. Grease trap capacity. Use the grease trap table to approximate grease trap capacity. If the maximum flow rate is exceeded from the number of fixtures, the grease trap is to be sized by selecting a device with an appropriate flow rate.

Number of Fixtures	Maximum Rate of Flow (gpm)	Grease Capacity (lbs.)
1	20	40
2	25	50
3	35	70
4	50	100

CONSENT OF LANDOWNER

San Miguel Community Services District

APN No _____

I (we) the undersigned owner of record of the fee interest in the parcel of land located at (print address): _____, identified as Assessor Parcel Number (APN) _____, for which a Will Serve Letter and/or Fire Review Letter is being requested for: _____ (specify type of project, for example: addition to a single-family residence; or general plan amendment), do hereby certify that:

1. Such application may be filed and processed with my (our) full consent, and that I (we) have authorized the agent named below to act as my (our) agent in all contacts with the county and to sign for all necessary permits in connection with this matter.
2. I (we) hereby grant consent to the San Miguel Community Services District (District), its officers, agents, employees, independent contractors, consultants, sub-consultants and their officers, agents, and employees to enter the property identified above to conduct any and all surveys and inspections that are considered appropriate by the inspecting person or entity to process this application. This consent also extends to governmental entities other than the District, their officers, agencies, employees, independent contractors, consultants, sub-consultants, and their officers' agents or employees if the other governmental entities are providing review, inspections and surveys to assist the county in processing this application. This consent will expire upon completion of the project.
3. If prior notice is required for an entry to survey or inspect the property. Please contact:
Print Name: _____
Daytime Telephone Number: _____
4. I (we) hereby give notice of the following concealed or unconcealed dangerous conditions on the property _____

PERSON OR ENTITY GRANTING CONSENT:

Print Name: _____
Print Address: _____
Daytime Telephone Number: _____
Signature of landowner: _____ Date: _____

AUTHORIZED AGENT:

Print Name: _____
Print Address: _____
Daytime Telephone Number: _____
Signature of authorized agent: _____ Date: _____

RESOLUTION NO. 2019-05

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT APPROVING A WATER, WASTEWATER, AND
LIGHTING WILL SERVE APPLICATION, REVIEW AND INSPECTION FEE SCHEDULE AND
RESCINDING ANY AND ALL PREVIOUS RELATED WILL SERVE APPLICATIONS AND INSPECTION
FEES**

WHEREAS, the San Miguel Community Services District (“District”) has established procedures and policies for governing the issuance of Will Serves and related to various inspection fee charges for cost recovery of services, such as but not limited to: plan reviews, project inspections; and

WHEREAS, the District Board of Directors (“Board”) acknowledged that there are current will serves for projects which have not been constructed. Those Will Serves will remain in effect for their prescribed timeframe for the individual parcel or subdivision described in the will serve, but that within any subdivision all buildings will be subject to the new application and fees if a final will serve was not issued; and

WHEREAS, the District Board of Directors (“Board”) wished to reestablish a term limit of one (1) year in which an applicant must either be actively working on their development. Prior to the expiration of the will serve the applicant must provide evidence to the District that their project is progressing, if the Will Serve expires then a new application must be submitted with new fees; and

WHEREAS, the District Board of Directors (“Board”) has determined that these policies and procedures should be revised and updated to assure consistency with the service and inspection functions of the District and determined that said revisions are consistent with applicable provisions of state law and shall be in full effect as of the date of adoption of this Resolution; and

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the San Miguel Community Services District hereby determines the need to update and revise its Will Serve review and Inspection fee charges and procedures as set forth in the attached Exhibits.

BE IT FURTHER RESOLVED, this Resolution shall remain in full force and effect until rescinded or replaced by the Board resolution or ordinance.

PASSED AND ADOPTED by the Board of Directors on a motion of Director _____, seconded by Director _____ by the following roll call vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAINING:**

the foregoing Resolution is hereby passed and adopted this 28th day of February, 2018.

John Green, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Rob Roberson, General Manager

Douglas L. White, District General Counsel



San Miguel Community Services District

Board of Directors Staff Report

February 28, 2019

AGENDA ITEM: XI-5

SUBJECT: Discuss and approve proposed fee schedule to recover costs related to construction, notices, and other services provided by the District to individual contractors or customers within the District.

RECOMMENDATION:

Approve **Resolution No 2019-06** approving proposed fee schedule to recover costs related to construction, notices, and other services provided by the District to individual contractors or customers within the District.

Through normal District operation, staff is requested to provide assistance to contractors, and homeowners, to shut down water and sewer mains in order to perform repairs, modifications, or additions as required by their construction plans. The proposed fees would provide a avenue to recover the cost of providing those services to the contractor or homeowner. These costs are to recover the cost to the District. They are not meant to provide any additional revenue beyond cost recovery for personnel and equipment usage.

The District also routinely provides 48 and 24-hour door hangers to customers who are past-due. These two door hangers are to provide additional notice to the customer that their account is past due before their service is disconnected for non-payment. Although the 48-hour notice is very effective in getting customers to bring their account current before disconnection, there is a significant number of customers who use this as their bill. Each door hanger cost the District on average \$15 from printing through hanging, and that cost is currently passed on to all the accounts leaving little to no incentive for the past due customers to pay on time. Staff has surveyed other area agencies and charging for door hangers is consistent among all of them. Though the \$15 we are proposing is far less than what others charge. The fee schedule also increases the reconnection fee from \$60 to \$75 during business hours and creates \$125 afterhours reconnection fee. Both reconnection fees are to recover costs to reconnect service to customers who have been disconnected for non-payment only. In both cases the account must be brought current or an approved payment plan started prior to reconnection. After hours reconnection can only be accomplished with proof that the account was brought current.

The fee schedule also outlines the cost for new water meters with customer valves. This fee is recovering the cost to the district for the water meter, customer valve, and staff time to install the meter. The water meter fee is separate from the connection or will serve fees, and is charged for the actual number and size of meters installed.

Fiscal Impact:

There is no negative fiscal impact associated with approving and adopting the proposed fee schedule will provide cost recovery for these services being performed.

PREPARED BY:

Kelly Dodds

Director of Utilities

Attachment: **Resolution No 2019-06**
Proposed Utility fee schedule

San Miguel Community Service District

Water, Wastewater, Lighting Master Fee Schedule

Description	FEE	TYPE	Fund
Water and Wastewater			
During normal business hours			
Water or wastewater system tie in and repairs (staff/ hour/ min 1 hour) Staff x # hours	45	Hourly	Water/Sewer
Temporary water disconnection for contractors (door hangers)	15	Each	Water
Temporary water disconnection and standby for contractors (water shutoff and turn on) During normal hours only	45	Hourly	Water
Rental Equipment rates will be at actual rental cost plus 15%			Water/Sewer
District owned Equipment rates	50	Hourly	Water/Sewer
District Engineer plan review (Billed at actual cost plus 15%)			Water/Sewer
After hours, weekend or holidays			
Water or wastewater system tie in and repairs (staff/ hourly) Number of People x hours	70	Hourly	Water/Sewer
Temporary water disconnection for contractors (door hangers)	20	Each	Water
Temporary water disconnection and standby for contractors (shutoff and turn on)	75	Hourly	Water
Rental Equipment rates will be at actual rental cost plus 15%			Water/Sewer
District owned Equipment rates	50	Hourly	Water/Sewer
District Engineer plan review (Billed at actual cost plus 15%)			Water/Sewer
Water meter installation fees			
1" water meter for new service (per meter)	450	Each	Water
1 1/2" water meter for new service (per meter)	600	Each	Water
2" water meter for new service (per meter)	750	Each	Water
5/8" or 1" replacement water meter for existing service (per meter)	375	Each	Water
1 1/2" replacement water meter for existing service (per meter)	550	Each	Water
2" replacement water meter for existing service (per meter)	700	Each	Water
Meters larger then 2" must be quoted at the time meters are needed.		Each	Water
Service interruption/ Door hangers			
48 hour shutoff door hanger (for non-payment)	15	Each	Water/Sewer
24 hour shutoff door hanger (for non-payment)	15	Each	Water/Sewer
Service Disconnect Door Hanger (for non-payment) - in addition to the reconnect fee	15	Each	Water/Sewer
Service Reconnect after lock off (account must be brought current)	75	Each	Water/Sewer
AFTER HOURS Reconnect after service has been locked off (account must be brought current proof of payment required)	125	Each	Water/Sewer
Will serve			
See approved will serve application for a related fees			
100% of application, review and inspection fees due prior to will serve letter release			
Connection fees			
See approved resolution for water and sewer connection fees			
100% of fees for water, sewer and lighting due prior to water meter set.			
Past Due			
Penalty on balances 30 days past due	10%	Monthly	Water/Sewer
Penalty on balances over 60 days or more past due	1%	Monthly	Water/Sewer
New Accounts			
Renter Deposit - will be refunded after deducting any outstanding balances upon leaving rental property.	120		Water/Sewer

RESOLUTION NO. 2019-06

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT APPROVING A FEE SCHEDULE FOR WATER
METERS, NOTICES AND OTHER SERVICES AND OR REPAIR INSTALLATION SERVICES PROVIDED
BY THE DISTRICT**

WHEREAS, the San Miguel Community Services District (“District”) has established a fee schedule to recover costs for services, such as but not limited to: notices, standbys, temporary shutoffs, engineering, equipment usage; and

WHEREAS, the District Board of Directors (“Board”) has determined that these fees are representative of the actual cost to the District and that the fees are intended to recover costs related to these services and that these fees shall be in effect as of the date of adoption of this Resolution; and

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the San Miguel Community Services District hereby determines the need adopt a fee schedule as set forth in the attached Exhibits.

BE IT FURTHER RESOLVED, this Resolution shall remain in full force and effect until rescinded or replaced by the Board resolution or ordinance.

PASSED AND ADOPTED by the Board of Directors on a motion of Director _____, seconded by Director _____ by the following roll call vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAINING:**

the foregoing Resolution is hereby passed and adopted this 28th day of February, 2018.

John Green, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Robert Roberson, Interim General Manager

Douglas L. White, District General
Counsel



San Miguel Community Services District

Board of Directors Staff Report

February 28, 2019

AGENDA ITEM: XI-6

SUBJECT: Review and approve RESOLUTION 2019-07 adopting an application and inspection process with associated fee schedule for Fire, Life & Safety review.

RECOMMENDATION:

Approve **Resolution No 2019-07** approving proposed fee schedule to recover costs related to plans review and inspections related to construction, provided by the District to individual contractors or customers within the District.

The purpose of this resolution is to separate the Fire, Life & Safety components from the current Water and Wastewater Will Serve letter that the District has in place.

As a requirement of providing Fire Protection to the District, department personnel are required to receive plans for construction projects, both new construction and remodel. This is to assure that the Fire Life and Safety components of a project are in compliance. Plans are required to be reviewed and approved prior to commencement of construction activities.

Fire Department personnel are also required to perform inspections during the construction process and on an annual bases for all businesses within the District. The proposed fees would provide a mechanism to recover the cost of providing those services to the contractor, homeowner or business owner / operator. A cost associated to reinspection's due to noncompliance has also been identified within the Fee Schedule.

The proposed fees are to recover the cost to the District. They are not meant to provide any additional revenue beyond cost recovery for personnel and equipment usage.

Fiscal Impact:

There is no negative fiscal impact associated with approving and adopting the proposed fee schedule. The proposed fees will provide cost recovery for the services being performed.

PREPARED BY:

APPROVED BY:

Scott Young

Rob Roberson

Assistant Fire Chief

Fire Chief

Attachment: **Resolution No 2019-07**
Proposed fee schedule



San Miguel Community Services District Application for Fire, Life & Safety Plan Check and Inspection

2-28-2019

Estimated Fees are due at time of application submission:
Additional fees may be due upon completion of review.

San Miguel CSD Fire Plan check & Inspection Fee Schedule

Description	Fee	Rate
<i>Tracts</i>		
New housing tracts map plan check including 2 inspections	200	Flat
Reinspection's	50	Hourly
<i>Fire Sprinkler Single Family Residences Up to 2,500 sqft</i>		
New construction fire sprinkler plan check including 2 inspections	150	Flat
Reinspection fire sprinkler	50	Hourly
25 cents per Squair foot beyond 2,500 sqft	0.25	Sqft
<i>Multi Family Fire Life Safety Plan Check</i>		
Site review plan check	250	Flat
Fire sprinkler plan check	150	Per Unit
Reinspection fire sprinkler	50	Hourly
Fire alarm plan check	250	Flat
Reinspection fire alarm	50	Hourly
<i>Commercial Building Plan check Fees</i>		
Plan check (up to 2,500 sqft)	250	Flat
25 cents per Squair foot beyond 2,500 sqft	0.25	Sqft
Fire sprinkler plan check (up to 2,500 sqft)	200	Flat
25 cents per Squair foot beyond 2,500 sqft	0.25	Sqft
Fire alarm plan check	200	Flat
All reinspection fees	50	Hourly
<i>Commercial Cooking Ventilation Hood System</i>		
Plan check fee for new or modified hood systems including 2 inspections	150	Flat
All reinspection fees	50	Hourly
<i>Photovoltaic Plan check Fees</i>		
Single family home	150	Flat
All others	0.25	Sqft
All reinspection fees	50	Hourly

Application Check list

Information required for all Fire, Life & Safety applications:

1. Plot Plan- 8 1/2" X 11" attached to application.
2. Site or Tract Review- 2 Full sized Plot Plans
3. Construction Plans - 1 Electronic PDF file submitted on disc
4. Construction Plans – 2 Complete Full-Size Plan Sets per address
5. Grant Deed or Lot Book Guarantee
6. Initial application fee based on fees from prior page

NOTICE TO BUILDERS/CONTRACTORS/HOMEOWNERS

San Miguel Community Services District Ordinance 02-2019 requires the following to be fitted with fire safety sprinklers:

New Construction An automatic fire extinguishing system shall be installed and maintained in all new buildings in all occupancies, regardless of type of construction in excess of 500 square feet, for which any Building Permit is issued after the effective date of this Ordinance.

Exceptions:

- (i) Detached Group "U" or "S" occupancies not exceeding 500 square feet and located at least 10 feet from adjacent buildings and in compliance of all county setbacks from adjacent property lines.
- (ii) Some "U" * uses may be exempted by the fire code official based on specific use (i.e. carports, fences, livestock shelters)

* May not exceed 500 square feet – must be at least 10 feet from adjacent buildings – no second stories – minimum two exists including one pedestrian door – workshops or offices limited to 10% of floor area – cannot be used for a place of employment or for public assemblage/events – cannot be used as a commercial building.

Note: Detached group "U" or "S" occupancies converted to conditioned habitable space will be required to install an automatic fire extinguishing system.

Existing Construction An automatic fire extinguishing system shall be installed in all existing buildings or structures where proposed or ongoing additions, seismic retrofit, alterations or repairs are commenced over a three-year period, which meet one or more of the following:

- (i) Throughout structure where additions to existing buildings adds up to more than 25% of the original square footage;
- (ii) Alterations including modifications to an existing structure which involves complete removal and replacement of 25% or more of the wallboard;

- (iii) Have a total floor area exceeding five thousand (2,500) square feet;
- (iv) When a second story or higher is added;
- (v) When occupancy change increases fire risk or hazard, as determined by the fire code official.

For the purpose of calculating square footage for the application of fire sprinkler and fire flow requirements, the floor area shall include all combustible areas attached the structure, including garages, patio covers or common areas (protected on three sides), overhangs over 2 feet, and covered walkways.

Furthermore, when an automatic fire extinguishing system is required for an existing single-family residence due to an addition the addition and all existing rooms and spaces in the residence shall be equipped with the fire sprinkler system as required by the fire code in effect.

Regardless of additions, alterations or repairs in existing sprinklered buildings, sprinkler coverage shall remain as per the National Fire Protection Association 13, 13R, or 13D Standards, whichever are applied by the fire code official.

Single-family residence builders please note:

Your sprinkler contractor's design and calculations will determine the size of the water meter required. Please consult with your sprinkler contractor prior to requesting your water meter to be installed.

FIRE, LIFE & SAFETY PLAN CHECK & INSPECTIONS APPLICATION

Estimated Fees are required at time of application submission

Fee Breakdown as follows:

- 1. All fees shall be based on the current Fire, Life & Safety Plan Check & Inspection Fee Schedule.*
- 2. Note that additional fees may be due at time of Fire, Life & Safety Plan pick up.*

APPLICANT INFORMATION (Please fill out completely)

Primary Contact Name: _____ Phone: _____

Title: _____ Email Address: _____

Owner Name: _____

Owner Address: _____

City: _____ State: _____ Zip: _____

Work Phone: (____) _____ Home: (____) _____ Cell: (____) _____

Email Address (Owner): _____

Please note that an agent acting for the owner shall submit written authorization with owner's notarized signature.

Agent Name: _____

Agent Address: _____

City: _____ State: _____ Zip: _____

Work Phone: (____) _____ Home: (____) _____ Cell: (____) _____

Email Address (Agent.): _____ Title: _____

PROJECT INFORMATION (Please fill out completely)

PROJECT LOCATION OR ADDRESS:

Business Name/Type of Business (if applicable): _____

Address: _____

City: _____ State: _____ Zip: _____

APN No: _____ **Tract No:** _____ **Lot No:** _____

TYPE OF PROJECT:

Residential Zoning: Single Family____ Multi-Family_____

Commercial/Industrial Zoning: Office____ Retail____ Medical____ Restaurant____ Industrial____

Other: _____

Please Note: If new construction includes an accessory building (guest house, granny unit, pool house, garage, shop, etc.), please list the proposed use of the structure in the Project Description section below. Note that all new residential buildings are required to have fire sprinklers installed. "U" and "S" occupancies in excess of 500sqft are required to be protected by an automatic fire sprinkler system. Should actual use be inconsistent with the classifications defined in the California Building Code, now or in the future retrofit of sprinklers will be required.

Project Size:

Total Square Footage (sqft.)_____

Existing Square Footage:_____

New Square Footage:_____

Garage Square Footage:_____

Accessory Structure Square Footage:_____

Detailed Project Description:

A PLOT PLAN, CONSTRUCTION PLANS AND A GRANT DEED IS REQUIRED WITH THIS APPLICATION.

THE PLAN SHALL INCLUDE AN AREA MAP, ACCESS ROADS, DRIVEWAYS, TURNOUTS, PROPOSED EXISTING BUIKDINGS, AND THE LOCATION OF THE CLOSED FIRE HYDRANT.

“Fire/Life Safety Requirements” will be available within ten (10) working days after review for fire code compliance. A copy of the requirements shall remain on the project site until final inspection or certification of occupancy has been issued.

If you have any questions, please feel free to contact the San Miguel Community Services District or Fire Department between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday.

SIGNATURE OF OWNER/AGENT: _____

DATE: _____

Attach:
SITE PLAN HERE

CONSENT OF LANDOWNER

San Miguel Community Services District

APN No: _____ - _____ - _____

I (we) the undersigned owner of record of the fee interest in the parcel of land located at (print address):
_____, identified as Assessor Parcel Number (APN)
_____, for which a Will Serve Letter and/or Fire Review Letter is
being requested for: _____ (specify type of project, for example:
addition to a single-family residence; or general plan amendment), do hereby certify that:

1. Such application may be filed and processed with my (our) full consent, and that I (we) have authorized the agent named below to act as my (our) agent in all contacts with the county and to sign for all necessary permits in connection with this matter.
2. I (we) hereby grant consent to the San Miguel Community Services District (District), its officers, agents, employees, independent contractors, consultants, sub-consultants and their officers, agents, and employees to enter the property identified above to conduct any and all surveys and inspections that are considered appropriate by the inspecting person or entity to process this application. This consent also extends to governmental entities other than the District, their officers, agencies, employees, independent contractors, consultants, sub-consultants, and their officers' agents or employees if the other governmental entities are providing review, inspections and surveys to assist the county in processing this application. This consent will expire upon completion of the project.
3. If prior notice is required for an entry to survey or inspect the property.
Please Contact: _____
Print Name: _____
Daytime Telephone Number: _____
4. I (we) hereby give notice of the following concealed or unconcealed dangerous conditions on the property

PERSON OR ENTITY GRANTING CONSENT:

Name: _____
Address: _____
Daytime Telephone Number: _____
Signature of landowner: _____
Date: _____

AUTHORIZED AGENT:

Name: _____
Address: _____
Daytime Telephone Number: _____
Signature of agent: _____
Date: _____

Additional Project Information.

Section 1. APPLICANT INFORMATION: (Check box for contact person)

Landowner Name _____ Daytime Phone: _____

Mailing Address: _____

Email Address: _____

Applicant Name _____ Daytime Phone: _____

Mailing Address: _____

Email Address: _____

Agent Name _____ Daytime Phone: _____

Mailing Address: _____

Email Address: _____

Section 2. PROPERTY INFORMATION:

Legal Description: _____

Assessor Parcel Number(s) _____ Attached Lot Book Guarantee? yes / no

Number and size of lots to be served: _____

Proposed Zoning: _____

Address (es) if known _____

Section 3. OPERATION(S) Check all that apply

- | | |
|---|---|
| <input type="checkbox"/> Auto Detailing/Wash | <input type="checkbox"/> Medical Service |
| <input type="checkbox"/> Auto Service/Repair | <input type="checkbox"/> Pharmacy |
| <input type="checkbox"/> Bakery | <input type="checkbox"/> Photo Services |
| <input type="checkbox"/> Automobile Service /Repair | <input type="checkbox"/> Printing |
| <input type="checkbox"/> Dry Cleaning/Laundry | <input type="checkbox"/> Professional Services |
| <input type="checkbox"/> Food Processing | <input type="checkbox"/> Public Service |
| <input type="checkbox"/> Food Service/Restaurant | <input type="checkbox"/> Retail Sales |
| <input type="checkbox"/> Hotel/Motel | <input type="checkbox"/> Tasting Room |
| <input type="checkbox"/> Laboratory | <input type="checkbox"/> Wholesale Distribution |
| <input type="checkbox"/> Machine Shop | <input type="checkbox"/> Winery |
| <input type="checkbox"/> Manufacturing/All Types | <input type="checkbox"/> Other _____ |

A. In order to determine whether the proposed project will require a change in occupancy and or an operational permit provide a brief detailed description of the type of manufacturing, business processes, production, or service activities proposed for this site: _____

Section 4. Project Information

A. If your facility employs processes in any of the industrial categories or business activities listed below, place a check beside the category or activity.

- | | |
|--|---|
| <input type="checkbox"/> Adhesives | <input type="checkbox"/> Mechanical Products |
| <input type="checkbox"/> Aluminum Forming | |
| <input type="checkbox"/> Anodizing | <input type="checkbox"/> Metal Etching/Chemical Milling |
| <input type="checkbox"/> Automobile Maintenance and Repair | |
| <input type="checkbox"/> Battery Manufacturing OR Reclaiming | <input type="checkbox"/> Metal Coating (Phosphating, Coloring,) |
| <input type="checkbox"/> Copper Forming | <input type="checkbox"/> Nonferrous Materials |
| <input type="checkbox"/> Dairy Products Processing | <input type="checkbox"/> Organic Chemicals |
| <input type="checkbox"/> Electric/Electronic Components | <input type="checkbox"/> Paint & Ink |
| <input type="checkbox"/> Electroplating | <input type="checkbox"/> Petroleum Refining |
| <input type="checkbox"/> Fruit or Vegetable Processing | <input type="checkbox"/> Pharmaceuticals |
| <input type="checkbox"/> Hospital | <input type="checkbox"/> Photographic Supplies |
| <input type="checkbox"/> Inorganic Chemicals | <input type="checkbox"/> Plastic & Synthetic Materials |
| <input type="checkbox"/> Iron & Steel | <input type="checkbox"/> Plastics Processing |
| <input type="checkbox"/> Laundries | <input type="checkbox"/> Porcelain Enamel |
| <input type="checkbox"/> Leather Tanning & Finishing | <input type="checkbox"/> Printed Circuit Board Manufacturing |
| <input type="checkbox"/> Rubber | <input type="checkbox"/> Printing & Publishing |
| <input type="checkbox"/> Soaps & Detergent | <input type="checkbox"/> Pulp & Paper |
| <input type="checkbox"/> Winery | |

Section 5. APPLICANTS SIGNATURE

The information provided will be used to determine whether the proposed use of the project site meets the proposed occupancy as per the Fire, Life & Safety Plan Check Application.

Note: It is the applicant's responsibility to notify the District in writing of any changes in the information provided above within 30 days of such change.

Name: _____

Title: _____

Date: _____

RESOLUTION NO. 2019-07

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT APPROVING A FIRE, LIFE &
SAFETY PLAN CHECK AND INSPECTION PROCESS INCLUDING THE ASSOCIATED
FEE SCHEDULE.**

WHEREAS, the San Miguel Community Services District approve the proposed plans review and inspection processes including the associated fee schedule to recover costs occurred by performing plans review and inspections related to construction. Services provided by the District to individual contractors or customers within the District; and

WHEREAS, the District Board of Directors (“Board”) has determined that these fees are representative of the actual cost to the District and that the fees are intended to recover costs related to these services and that these fees shall be in effect as of the date of adoption of this Resolution; and

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the San Miguel Community Services District hereby determines the need adopt a Fire, Life & Safety plans review and inspection process including the associated fee schedule as set forth in the attached Exhibit A.

BE IT FURTHER RESOLVED, this Resolution shall remain in full force and effect until rescinded or replaced by the Board resolution or ordinance.

PASSED AND ADOPTED by the Board of Directors on a motion of Director _____, seconded by Director _____ by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

the foregoing Resolution is hereby passed and adopted this 28th day of February, 2018.

John Green, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Rob Roberson, Interim General Manager

Douglas L. White, District General Counsel



San Miguel Community Services District

Board of Directors Staff Report

February 28th, 2019

AGENDA ITEM: XI-7

SUBJECT: Continued Discussion on the status of the Machado Wastewater Treatment Facility expansion and the aerator upgrade project.

RECOMMENDATION: Discuss status of the Machado Wastewater Treatment Facility expansion and the aerator upgrade project.

CURRENT STATUS:

WWTF

The existing plant upgrade was completed in 2001, at that time it was upgraded to a maximum capacity of 200,000 gallons per day.

COMPLIANCE – Based on the 2nd quarter 2018 testing the plant is out of compliance in regard to TDS, Chloride, and Sodium

FLOW – In *January* the plant averaged 143,526 gallons per day (71% of hydraulic design capacity) with a max day of 177,333 gallons (88% of hydraulic design capacity)

On 6/18/18 the District received a letter from SWRCB outlining the status of the plant and setting a timeline of approximately 2.9 years before the plant reaches capacity. This is the window to complete the expansion to prevent potential overflows and potential violations.

Monsoon Consultants is currently working on design requirements and options to meet current/future and proposed regulatory requirements.

- The initial DRAFT of the WWTP Expansion engineering report, which includes a discussion of several design alternatives, was delivered to staff for review and comment on August 20th.
- Input from Staff was provided to Monsoon Consulting, and the list of potential expansion design alternatives were “short listed” and these will be taken to the next level of design.
- The DE made a presentation to the Board at the regular November 2018 Board Meeting in which he summarized the results of the engineering study and identified the “short list” of treatment plant expansion / upgrade alternatives.

- On December 11th and 12th, Kelly Dodds and Swarnjit Boyal, project engineer from Monsoon Consultants, visited three (3) existing wastewater treatment plants (WWTP) to meet with operations staff and tour the facilities on two possible upgrade options for the San Miguel Waste Water Treatment Plant Upgrade. These systems included one Sequencing Batch Reactor (SBR) and two Membrane Bio-Reactor (MBR) systems.
 - Arroyo Grande, Cypress Ridge WWTP Facility – SBR
 - Auburn, Lake of the Pines WWTP Facility – MBR
 - Modesto, Modesto WWTP Facility – MBR
- The DE delivered the FINAL engineering report to the BOARD at the regular January 2019 Board Meeting and the Board subsequently approved the report. Costs associated with the preparation of the engineering report are reimbursable from a IRWM Prop 1 DAC Involvement Grant that the District was awarded in early 2018. The amount of the available grant funds is \$177,750.
- The District has submitted the FINAL Engineering Report to the RWQCB for their review and comment. Pending their review, the DE and Director of Utilities will schedule a meeting with RWQCB staff to discuss future project phases, funding, permitting and schedules.
- The District will submit the Final Engineering Report to PG&E for their review in advance of a meeting to discuss future WWTP electrical service requirements and the potential for technical / financial assistance for the WWTP expansion / renovation.

AERATOR PROJECT

5/17/18 WSC has issued the Final Technical Memorandum outlining some of the options for the replacement of the existing surface aerators with bubbler aeration in the ponds. Part of the recommendation is to install a headworks to prevent fouling the diffusers.

The Energy Watch and PG&E are working on preliminary paperwork for On Bill Financing for this project once it is ready.

FUNDS EXPENDED

Total Costs incurred to date

- Property acquisition - \$240,140 (Paid with Capital Funds not covered under any grant)
- Engineering - \$98,744.69 (Reimbursable through the IRWM Grant)

GRANT FUNDING

Awarded

- Integrated Regional Water Management (IRWM) Prop 1 DAC -- \$177,750 for Wastewater plant upgrade analysis, basin recharge study.
The agreement for this grant was received this month and will be processed and returned so that we can start to receive reimbursement funds.

Applied for/ to

- State Revolving Fund (SRF) -- \$250,000 for construction design and engineering – approval pending the Districts FY2016-17 audit. FY2016-17 Audit was sent October

2018 We are currently waiting on the FY2017-18 audit to be completed to provide to the state engineer for review.

NEXT STEPS:

WWTF

Now that the FINAL engineering report is completed and has been approved by the Board, the DE has begun working on a proposed a schedule/ timeline which will be presented to the Board for the preparation of construction documentation, environmental / regulatory compliance measures, and permitting. At that time, the DE will provide cost estimates associated with that schedule.

One of the first things that will be needed will be a headworks and larger lift station. Once a capacity is determined that will be brought to the board for approval.

Based on discussions with the DE, we anticipate that in February 2019, the DE will initiate the preparation of the work plan for the CEQA “Initial Study” and begin the final design phase for the recommended WWTP upgrade and expansion design alternative. We have scheduled approximately 9 months to complete the final design and the preparation of the Construction / Bidding Documents. Pending receipt of notification of a grant award for the SRF funds, we plan to prepare and issue an RFP for Environmental Studies as required for CEQA/ NEPA Compliance for the recommended WWTP upgrade and expansion design alternative. The timing of the environmental compliance & permitting work will coincide with the completion of the final design phase. Under our currently planned schedule, the District should plan on initiating the process of obtaining financing for the WWTP upgrade and expansion project during the second quarter of 2019, with the goal of having financing in place to advertise and award a construction project in the 4th Quarter 2019.

AERATOR PROJECT

Once design criteria are determined for the WWTF and it is determined that the aeration upgrade will be maintained with the plant expansion then staff will bring additional items to the board to facilitate the approval and construction of the aeration upgrade.

COUNT DOWN CLOCK

Notice issued – June 2018 Deadline given – March 2021 (2.9 years)

Time remaining—2.08 years (25 months)

FISCAL IMPACT

No impact resulting from this information.

RECOMMENDATION

This item is for information and discussion only.

Due to the limited time frame this item will be updated monthly and the Board will likely have additional items for approval in conjunction with this report.

PREPARED BY:

Kelly Dodds _____

Kelly Dodds, Director of Utilities

Blaine Reely _____

Blaine Reely, Monsoon Consulting

Attachment:



San Miguel Community Services District Board of Directors

Staff Report

February 28, 2019

AGENDA ITEM: XI - 8

SUBJECT: Review and consideration of RESOLUTION 2019-08 establishing the dates to sell “Safe and Sane” fireworks, and the application period for the 2019 calendar year.

RECOMMENDATION:

Staff recommends that the Board adopt Resolution 2019-08 establishing the dates when “Safe and Sane” fireworks can be sold during the 2019 calendar year.

DISCUSSION:

The Districts adopted Fire Code allows for the sale of “Safe and Sane” fireworks from 08:00am July 1st to July 4th at 11:00pm, as defined in Ordinance No. 02-2010.

Due to confusion in prior years regarding the filing dates for firework sales applications, we are also identifying the application period for the acceptance of permits as Monday March 6th, 2019 at 8:30 am through Friday April 26th, 2019 at 4:30pm as the permit filing period for fireworks applications. Only complete applications will be accepted by the Board Clerk during business hours 8:30 am through 4:30 pm. Mon-Fri. No incomplete applications will be accepted. **ALL** fireworks applications that are received after that time will be rejected. The State Fire Code limits the use of fireworks to July 4th only.

FISCAL IMPACT:

None – fees collected offset actual cost to provide additional staffing of the fire department during the selling period

PREPARED BY:

Rob Roberson

Fire Chief

ATTACHMENT: Resolution 2019-08

RESOLUTION NO. 2019-08

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT
ESTABLISHING THE DATES TO SELL “SAFE AND SANE” FIREWORKS,
AND THE APPLICATION PERIOD FOR CALENDAR YEAR 2019**

WHEREAS, the San Miguel Community Services District was initially formed and established on the first day of February 2000, and

WHEREAS, the Board of Directors, adopted Ordinance 02-2010 establishing a “Safe and Sane” Fireworks Program and authorizing the sale and use of “Safe and Sane” fireworks in San Miguel, and

WHEREAS, Ordinance 2013-01 established the period to use or discharge “Safe and Sane” fireworks as only on July 4 in each year, and

WHEREAS, the Board of Directors desires to establish the period to sell “Safe and Sane” fireworks as 8:00am Monday July 1st through 11:00am Thursday July 4th for the 2019 calendar year only.

WHEREAS, the Board of Directors desires to establish the period to apply to sell “Safe and Sane” fireworks commencing application period from 08:30am Monday March 4th through Friday April 26th 4:30pm for the 2019 calendar year only.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT DOES HEREBY ASSERT, DECLARE AND PROCLAIM that the period to sell “Safe and Sane” fireworks in San Miguel is, Monday 08:00am July 1st through 11:00 pm Thursday July 4th for calendar year 2019 and the application period for the sale of “Safe and Sane” fireworks is Monday March 4th 08:30am through Friday April 26th 4:30 pm for calendar year 2019.

On an amended motion to approve this resolution made by _____, seconded by _____, and by following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing Resolution is hereby passed by a roll call vote and adopted this 28th day of February 2019.

John Green, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Rob Roberson,
Interim General Manager

Douglas L. White,
District General Counsel



San Miguel Community Services District Board of Directors

Staff Report

February 28th, 2019

AGENDA ITEM: XI -9

SUBJECT: Discussion and consideration to establish fireworks fees for the 2019 calendar year and adopt Resolution 2019-09

RECOMMENDATION:

Staff recommends the Board adopt Resolution 2019-09 establishing fireworks fees for 2019.

BACKGROUND:

The District receives annual requests from the non-profit groups that want to sell fireworks in San Miguel as fundraising events for their various community programs.

When the original fees were established, a fee of \$500.00 per permit or booth was adopted to cover the reasonable costs of administering and enforcing the fireworks ordinance. In 2006, the fee was raised to \$1000.00 per booth, but was lowered back to the original \$500.00 per booth in 2012. In 2014 the fee was set at \$100.00 per day per permit, Due to the increase in firework participation and activity in the past few years it is recommended that each permit fee be set at \$1250.00 per booth in order to recover administrative and staffing costs for the four days of sales.

This year, Staff is recommending that the Board set permit fees as follows:

1. A \$1250.00 non-refundable permit fee per permit to cover District costs for enforcing and administering the provisions of District Ordinance No. 02-2010. This will provide coverage with a four-person crew, 10 hours a day, for four days.
2. A \$500.00 clean-up fee which may be refunded in whole or in part if the sale location and public areas where fireworks are used are free of used and spent fireworks and related materials by July 5th, as determined by Fire Chief.

The permittee shall also furnish to the Fire Chief a copy of liability and property damage insurance with no deductible with limits of \$100,000 bodily injury for one person OR \$300,000 for each occurrence with property damage liability of not less than \$100,000 for each occurrence. The District shall be named as additional insured under such liability policy.

FISCAL IMPACT:

The \$1250.00 permit fee per booth will cover all administrative and staffing costs associated with standby coverage for fireworks sales. There will be no additional cost for coverage to the District.

PREPARED BY:

Rob Roberson

Fire Chief

Attachment: Resolution No 2019-09

RESOLUTION NO. 2019-09

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT
ESTABLISHING FEES FOR THE SALE AND USE OF
“SAFE AND SANE” FIREWORKS IN SAN MIGUEL**

WHEREAS, the San Miguel Community Services District was initially formed and established on February 1, 2000; and

WHEREAS, the Board of Directors, meeting in regular session on February 21st, 2013 adopted Ordinance 01-2013 establishing a “Safe and Sane” Fireworks Program and authorizing the sale and use of “Safe and Sane” fireworks in San Miguel; and

WHEREAS, it is necessary to establish a fee schedule for the sale of “Safe and Sane” fireworks in San Miguel.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT AS FOLLOWS:

- 1) A twelve hundred and fifty dollar (\$1250.00) a non-refundable permit fee per permit, due and payable upon submittal of the permit application, is to be charged to those organizations that desire to sell “Safe and Sane” fireworks, in order to cover the District’s reasonable costs in administering and enforcing the provisions of Ordinance 01-2013. These fees may be non-refundable.
- 2) A \$500 clean-up fee is to be charged, which may be refunded in whole or in part if the sale location and public areas where “Safe and Sane” fireworks are used are free of used and spent fireworks and related materials by July 5, as determined by the Fire Chief.
- 3) The permittee shall furnish to the Fire Chief a policy of public liability and property damage insurance, with no deductible, with limits of bodily injury of not less than one hundred thousand dollars (\$100,000) for one person or three-hundred thousand dollars (\$300,000) for each occurrence annually and with a limit of property damage liability of not less than one-hundred thousand dollars (\$100,000) for each occurrence as payment for damages to persons or property which may result from, or be caused by, any negligence on the part of the permittee or his or its agents, servants, employees, or subcontractors.

The District and its officers, directors, and employees shall be named as additional insured under such public liability policy. A certificate of insurance consistent with the above shall be presented prior to sale and shall provide that the insurer will not cancel or reduce the coverage without thirty (30) days prior written notice to the District.

On the motion of _____, seconded by _____, and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing Resolution is hereby passed by a roll call vote and adopted this 28th day of February 2019.

John Green, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Rob Roberson
Interim General Manager

Douglas L. White,
District General Counsel