



Hidden Valley Lake Community Services District

Regular Board Meeting

DATE: September 15, 2015
TIME: 7:00 p.m.
PLACE: Hidden Valley Lake CSD
Administration Office, Boardroom
19400 Hartmann Road
Hidden Valley Lake, CA

- 1) CALL TO ORDER
- 2) PLEDGE OF ALLEGIANCE
- 3) ROLL CALL
- 4) APPROVAL OF AGENDA

- 5) CONSENT CALENDAR
 - (A) MINUTES: Approval of the Minutes of the Board of Directors meeting August 18, 2015

 - (B) WARRANTS: Check #033034 - #033120 including auto drafts and payroll for a total of \$722,479.61

 - (C) Rescind resolution 2015-17 and Adopt Resolution 2015-19 Amended Miscellaneous Fees and Charges

 - (D) Sponsor Coyote Valley Elementary Jog A Thon event promoting a water conservation theme

 - (E) District's Alternate Schedule Policy and 9/80 schedule review

- 6) BOARD COMMITTEE REPORTS (for information only, no action anticipated)
 - Personnel Committee
 - Finance Committee
 - Emergency Preparedness Committee

- 7) BOARD MEMBER ATTENDANCE AT OTHER MEETINGS (for information only, no action anticipated)
 - ACWA Region 1
 - ACWA State Legislative Committee
 - County OES
 - Other meetings attended

- 8) STAFF REPORTS (for information only, no action anticipated)
 - Accountant/Controller's Report
 - General Manager's Report

- 9) PUBLIC HEARING to consider placement of default balance liens on real property pursuant to Government Code Section 61115

- 10) DISCUSSION AND POSSIBLE ACTION: Adoption of Resolution 2015-20 confirming default balances and directing staff to file liens on real property
- 11) DISCUSSION AND POSSIBLE ACTION: Adoption of resolution 2015-21 declaring intention to refund bonds to levy reassessment as security for refunding bonds and to continue the lien of the original assessment
- 12) DISCUSSION AND POSSIBLE ACTION: Authorize President of the Board Jim Freeman to enter into agreement with Municipal Capital Markets Group
- 13) DISCUSSION AND POSSIBLE ACTION: Adoption of Resolution 2015-22 to initiate Drought Surcharge effective October 1, 2015
- 14) DISCUSSION AND POSSIBLE ACTION: reallocate 2015-2016 Capital Expenditures
- 15) DISCUSSION AND POSSIBLE ACTION: Approval of Employee Handbook
- 16) DISCUSSION AND POSSIBLE ACTION: Recruitment of permanent General Manager – recommendation from Personnel Committee for recruiting agency
- 17) DISCUSSION AD POSSIBLE ACTION: approval of Verizon lease option
- 18) DISCUSSION AND POSSIBLE ACTION: acceptance of roofing bid for Administration Office building
- 19) PUBLIC COMMENT
- 20) BOARD MEMBER COMMENT
- 21) CLOSED SESSION:
 - (A) Government Code 54957 (b) Personnel Performance Evaluation – Interim General Manager
 - (B) Government Code 54956.9 (a) pending litigation (one case/multiple claims).
- 22) ADJOURNMENT

Public records are available upon request. Board Packets are posted on our website at www.hiddenvalleylakecsd.com. Click on the "Board Packet" link on the Agenda tab.

In compliance to the Americans with Disabilities Act, if you need special accommodations to participate in or attend the meeting please contact the District Office at 987-9201 at least 48 hours prior to the scheduled meeting.

Public shall be given the opportunity to comment on each agenda item before the Governing Board acts on that item, G.C. 54953.3. All other comments will be taken under Public Comment.



**HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
MEETING DATE: AUGUST 18, 2015**

The Hidden Valley Lake Community Services District Board of Directors met this evening at the District office located at 19400 Hartmann Road, in Hidden Valley Lake, California. Present were:

Director Jim Freeman, President
Director Jim Lieberman, Vice President
Director Carolyn Graham
Director Linda Herndon
Director Judy Mirbegian
Tami Ipsen, Administrative Services Officer
Roland Sanford, General Manager
Matt Bassett, Interim General Manager
Mike Merrill, District Counsel

CALL TO ORDER

The meeting was called to order at 7:00 p.m. by President Freeman.

APPROVAL OF AGENDA

On a motion made by Director Mirbegian and second by Director Herndon the Board unanimously approved the agenda.

CONSENT CALENDAR

A motion made by Director Mirbegian to remove item E for discussion. On motion by Director Herndon and second by Director Lieberman the Board unanimously approved the following Consent Calendar items:

- (A) Minutes: Approval of the Minutes of the Board of Directors July 21, 2015, regular meeting, July 20, 2015 July 27, 2015 and August 5, 2015 special meetings.
- (B) Distributions: checks #032946-#033033 including auto drafts and payroll for a total of \$287,193.31
- (C) Authorizing for Board Member Attendance at Association of California Water Agencies (ACWA) December 1-4 2015 Fall Conference in Indian Wells, CA
- (D) Adoption of Resolution 2015-13 and Resolution 2015-14 authorizing General Manager to file financial assistance application with SWRCB for financing of hexavalent chromium treatment facility feasibility study
- (F) Adoption of Resolution 2015-16 designating the Administrative Services Officer to the Secretary to the Board in the absence of a permanent General Manager

On a motion made by Director Mirbegian to and second by Director Lieberman the Board unanimously approved Consent Calendar item E. Adoption of Resolution 2015-15 authorizing General Manager Roland Sanford or Board President Jim Freeman to sign documents pertaining to the purchase of 14.36 +/- acres from Crazy Creek Development LLC, and the resolution to reflect the cost of the parcel at \$120,000.

BOARD COMMITTEE REPORTS

Personnel Committee: no report

Finance Committee: no report

Emergency Preparedness Program Committee: no report

BOARD MEMBER ATTENDANCE AT OTHER MEETINGS

ACWA Region 1 Board: Director Mirbegian reported the ACWA Region 1 Board had met and discussed a variety of topics, including the ongoing drought and the 1894 Drought Relief Act, 5% increase in ACWA dues within the next 2 years and the legislative issue addressing a "public goods charge".

ACWA State Legislative Committee: Director Herndon reported that the Legislative Committee is scheduled to meet on August 24th.

County OES: Director Lieberman reported that the next County OES meeting is scheduled for the third Thursday in September in Kelseyville.

STAFF REPORTS

General Manager's Report: General Manager Roland Sanford gave a "hello, goodbye" GM Report. As his last report to the Board of Directors, he reviewed where the District stood on each project, which included the moratorium on new water service connections intertwined with hexavalent chromium issue, the aging infrastructure and additional projects on the horizon.

DISCUSSION AND POSSIBLE ACTION: Adoption of Resolution 2015-17 approving revised miscellaneous fees and charges effective September 1, 2015

On motion by Director Herndon and second by Director Graham to include next to Water meter fee "(actual charge)" and next to the fee of \$170 add "min. and up" the Board unanimously approved Resolution 2015-17, a resolution of the Board of Directors of the Hidden Valley Lake Community Services District Adopting Miscellaneous Fees and Charges Pertaining to Water and Sewer Services

DISCUSSION AND POSSIBLE ACTION: ACWA Committee appointment Recommendations for the 2016-2017 Term

On motion by Directors Herndon and second by Director Lieberman the Board unanimously approved the ACWA Region 1 slate recommended by the Nominating Committee as follows:

Chair: Judy Mirbegian, Director, Hidden Valley Lake CSD

Vice Chair: Dennis Mayo, Director, McKinleyville CSD

Member: Michael Ban, Environmental Engineering Services Manager, Marin Municipal Water District

Member: David Bentley, Auditor-Controller, North Marin Water District

Member: David Guhin, Director of Santa Rosa Water, City of Santa Rosa

Brad Sherwood, Community & Government Affairs manager, Sonoma Water Agency

Sheri Woo, Director, Humboldt Bay Municipal Water District

**DISCUSSION AND POSSIBLE ACTION: ACWA Committee Appointment
Recommendation for the 2016-2017 Term**

On motion by Director Mirbegian and second by Director Herndon the Board unanimously approved to recommend appointment of Linda Herndon for ACWA's State Legislative Committee and Judy Mirbegian for ACWA Finance Committee.

**DISCUSSION AND POSSIBLE ACTION: Adoption of Resolution 2015-18
authorizing termination of Leak Adjustment Program quantifying overage and
opinion of who is determining the leak and adjustment**

General Manager Roland Sanford commented that by going to monthly meter reading leaks will be caught sooner and customer will not go two full months without knowing they have a leak.

On motion by Directors Mirbegian and second by Director Lieberman and unanimously approved to adopt Resolution 2015-18 a Resolution of the Hidden Valley Lake Community Services District Board of Directors Rescinding "Bill Adjustment for Leaks Policy" and Terminating Leak Adjustment Program.

DISCUSSION AND POSSIBLE ACTION: LAFCO Municipal Service Review

General Manager Roland Sanford recommended including just the Valley Oaks project in the Municipal Service Review (MSR). While encompassing only the Valley Oaks project, will assist in moving forward in completing the MSR. The MRS is in conjunction with the Sphere of Influence. By including just the Valley Oaks project will enable the process to move along also.

The Board agreed to include only the Valley Oaks project in the MRS and SOI.

BREAK: 8:25 p.m.

BACK IN SESSION: 8:30 p.m.

DISCUSSION AND POSSIBLE ACTION: Board member health benefits

After discussion the Board requested a copy of the government code for Directors compensation and a presentation on cafeteria plans.

**DISCUSSION AND POSSIBLE ACTION: Recruitment of permanent
General Manager**

The Board appointed the Personnel Committee to review RFPs due by August 28, 2015 by 5:00 p.m. to prepare a recommendation. The Personnel Committee will work with the recruiting firm.

PUBLIC COMMENT

There was a question regarding the current water rate and the new water rate, which will take effect September 1, 2015 by a property owner.

Property owner thanked Roland for his hard work.

BOARD MEMBER COMMENT

Director Mirbegian expressed concerns of possible contamination in sediment after the wild fires in the area.

Adjournment: By motion from Director Mirbegian and second by Director Graham the Board adjourned at 9:25 p.m. by unanimous vote.

Jim Freeman, President of the Board

Tami Ipsen, Secretary to the Board



HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

AUGUST 2015

DISBURSEMENT SUMMARY REPORT

8/1/2015-8/31/2015

Disbursement Summary		
Fund		
120 - Sewer	\$	66,416.32
130 - Water	\$	128,491.09
215 - USDA Sewer Bond	\$	475,300.43
218 - CIEDB	\$	-
219 - USDA Solar Project	\$	-
375 - Sewer Reserve Improvement	\$	-
711 - Bond Administration		
	SUB TOTAL	\$ 670,207.84
*Payroll	\$	52,271.77
Total Warrants	\$	722,479.61

**Funds disbursed directly to employees and Directors. Pass-thru funds (collected from the employee and paid on their behalf by the District) are included in totals for funds 120 and 130.*



HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

AUGUST, 2015

DISBURSEMENT SUMMARY REPORT

8/1/2015-8/31/2015

DRAFT DATE	TYPE	NUMBER	NAME	CHECK AMOUNT	STATUS
08/07/2015	D	BANK-DRAFT	US DEPARTMENT OF THE TREASURY	4,798.62	CLEARED
08/07/2015	D	BANK-DRAFT	NATIONWIDE RETIREMENT SOLUTION	1,205.00	CLEARED
08/21/2015	D	BANK-DRAFT	US DEPARTMENT OF THE TREASURY	5,173.23	CLEARED
08/21/2015	D	BANK-DRAFT	NATIONWIDE RETIREMENT SOLUTION	1,205.00	CLEARED
08/21/2015	D	BANK-DRAFT	US DEPARTMENT OF THE TREASURY	1,682.66	CLEARED
08/21/2015	D	BANK-DRAFT	US DEPARTMENT OF THE TREASURY	263.73	CLEARED
08/21/2015	D	BANK-DRAFT	NATIONWIDE RETIREMENT SOLUTION	250.00	CLEARED
TOTAL				14,578.24	

CHECK DATE	TYPE	CHECK NUMBER	NAME	CHECK AMOUNT	STATUS
08/07/2015	CHECK	33034	ALLEN HAWKINS	100.00	CLEARED
08/07/2015	CHECK	33035	JANE VALERIUS ENVIRONMENTAL CO	720.00	CLEARED
08/07/2015	CHECK	33036	KAREN JENSEN	78.40	CLEARED
08/07/2015	CHECK	33037	MEDIACOM	358.88	CLEARED
08/07/2015	CHECK	33038	OFFICE DEPOT	61.10	CLEARED
08/07/2015	CHECK	33039	PATRICIA WILKINSON	44.80	CLEARED
08/07/2015	CHECK	33040	ROLAND SANFORD	120.75	CLEARED
08/07/2015	CHECK	33041	SWRCB - DWOCF	60.00	CLEARED
08/07/2015	CHECK	33042	ALPHA ANALYTICAL LABORATORIES	816.00	CLEARED
08/07/2015	CHECK	33043	VOID CHECK	-	CLEARED
08/07/2015	CHECK	33044	CALIFORNIA PUBLIC EMPLOYEES RE	5,039.39	CLEARED
08/07/2015	CHECK	33045	STATE OF CALIFORNIA EDD	1,506.04	CLEARED
08/07/2015	CHECK	33046	VARIABLE ANNUITY LIFE INSURANC	100.00	CLEARED
08/07/2015	CHECK	33047	PRESLEY, MICHELLE	179.46	CLEARED
08/07/2015	CHECK	33048	SCANAGATTA, JOHN F	79.30	CLEARED
08/14/2015	CHECK	33049	ALPHA ANALYTICAL LABORATORIES	408.00	CLEARED
08/14/2015	CHECK	33050	EEL RIVER FUELS, INC.	1,116.76	CLEARED
08/14/2015	CHECK	33051	HARDESTER'S MARKETS & HARDWARE	11.44	CLEARED
08/14/2015	CHECK	33052	JAMES DAY CONSTRUCTION, INC.	298.20	CLEARED
08/14/2015	CHECK	33053	MENDO MILL CLEARLAKE	170.64	CLEARED
08/14/2015	CHECK	33054	MENZIO TIRE SERVICE	10.00	CLEARED
08/14/2015	CHECK	33055	TELSTAR INSTRUMENTS, INC	6,414.51	CLEARED
08/14/2015	CHECK	33056	TIRE PROS	1,315.53	CLEARED
08/14/2015	CHECK	33057	ACWA/JPIA	959.89	CLEARED
08/14/2015	CHECK	33058	AT&T	689.26	CLEARED
08/14/2015	CHECK	33059	DATAPROSE	660.28	CLEARED
08/14/2015	CHECK	33060	FIRST AMERICAN TITLE	200.00	CLEARED
08/14/2015	CHECK	33061	GARDENS BY JILLIAN	200.00	CLEARED
08/14/2015	CHECK	33062	LAKE COUNTY RECORD BEE	2,032.44	CLEARED
08/14/2015	CHECK	33063	LAWRENCE PARKER	50.00	CLEARED
08/14/2015	CHECK	33064	MERRILL, ARNONE & JONES, LLP	6,171.50	CLEARED
08/14/2015	CHECK	33065	MICHELLE HAMILTON	625.00	CLEARED
				30,597.57	

CHECK DATE	TYPE	CHECK NUMBER	NAME	CHECK AMOUNT	STATUS
08/14/2015	CHECK	33066	NORMAN ROGERS	170.00	CLEARED
08/14/2015	CHECK	33067	OFFICE DEPOT	111.98	CLEARED
08/14/2015	CHECK	33068	REDFORD SERVICES	950.00	OUTSTND
08/14/2015	CHECK	33069	SOUTH LAKE REFUSE COMPANY	185.70	CLEARED
08/14/2015	CHECK	33070	SPECIAL DISTRICT RISK MANAGEME	19,536.06	CLEARED
08/21/2015	CHECK	33071	BASSETT, MATTHEW J	1,227.69	CLEARED
08/20/2015	CHECK	33072	VOID CHECK	-	CLEARED
08/20/2015	CHECK	33073	VOID CHECK	-	CLEARED
08/20/2015	CHECK	33074	VOID CHECK	-	CLEARED
08/20/2015	CHECK	33075	VOID CHECK	-	CLEARED
08/20/2015	CHECK	33076	VOID CHECK	-	CLEARED
08/20/2015	CHECK	33077	VOID CHECK	-	CLEARED
08/20/2015	CHECK	33078	VOID CHECK	-	CLEARED
08/20/2015	CHECK	33079	VOID CHECK	-	CLEARED
08/20/2015	CHECK	33080	VOID CHECK	-	CLEARED
08/21/2015	CHECK	33081	ALPHA ANALYTICAL LABORATORIES	958.00	CLEARED
08/21/2015	CHECK	33082	D C FROST ASSOCIATES, INC.	168.78	CLEARED
08/21/2015	CHECK	33083	EEL RIVER FUELS, INC.	894.48	CLEARED
08/21/2015	CHECK	33084	HERTZ EQUIPMENT RENTAL	8,988.13	CLEARED
08/21/2015	CHECK	33085	KATHY FOWLER CHRYSLER - JEEP -	147.16	CLEARED
08/21/2015	CHECK	33086	MENDO MILL CLEARLAKE	404.88	CLEARED
08/21/2015	CHECK	33087	USA BLUE BOOK	960.79	CLEARED
08/21/2015	CHECK	33088	VERIZON WIRELESS	1,028.32	CLEARED
08/21/2015	CHECK	33089	WQI	1,400.00	OUTSTND
08/21/2015	CHECK	33090	ASSOCIATION OF CALIFORNIA WATE	55.00	CLEARED
08/21/2015	CHECK	33091	COASTLAND CIVIL ENGINEERING, I	360.00	CLEARED
08/21/2015	CHECK	33092	CONSER LANDSURVEYING	1,075.00	CLEARED
08/21/2015	CHECK	33093	Data Flow	185.20	CLEARED
08/21/2015	CHECK	33094	MICHAEL GILL	100.00	CLEARED
08/21/2015	CHECK	33095	RICOH USA, INC.	474.21	CLEARED
08/21/2015	CHECK	33096	ROLAND SANFORD	112.24	CLEARED
08/21/2015	CHECK	33097	SPECIALIZED UTILITY SERVICES	3,100.00	CLEARED
08/21/2015	CHECK	33098	TYLER TECHNOLOGY	121.00	CLEARED
08/21/2015	CHECK	33099	WAGNER & BONSIGNORE	2,253.55	CLEARED
08/21/2015	CHECK	33100	CASTELLI, CAREN	277.47	CLEARED
08/21/2015	CHECK	33101	CALIFORNIA PUBLIC EMPLOYEES RE	5,340.89	CLEARED
08/21/2015	CHECK	33102	STATE OF CALIFORNIA EDD	1,735.40	CLEARED
08/21/2015	CHECK	33103	VARIABLE ANNUITY LIFE INSURANC	100.00	CLEARED
08/21/2015	CHECK	33104	STATE OF CALIFORNIA EDD	561.46	CLEARED
08/21/2015	CHECK	33105	CALIFORNIA PUBLIC EMPLOYEES RE	427.29	CLEARED
08/21/2015	CHECK	33106	STATE OF CALIFORNIA EDD	89.61	CLEARED
08/28/2015	CHECK	33107	USDA RURAL DEVELOPMENT	475,300.43	OUTSTND
08/28/2015	CHECK	33108	CALIFORNIA PUBLIC EMPLOYEES RE	35,024.33	CLEARED
08/28/2015	CHECK	33109	COUNTY OF LAKE PLANNING DEPART	371.50	OUTSTND
				564,196.55	

CHECK DATE	TYPE	CHECK NUMBER	NAME	CHECK AMOUNT	STATUS
08/28/2015	CHECK	33110	PATRICIA WILKINSON	33.60	OUTSTND
08/28/2015	CHECK	33111	ELLISON, SCHNEIDER & HARRIS L.	40,371.14	CLEARED
08/28/2015	CHECK	33112	OFFICE DEPOT	32.24	CLEARED
08/28/2015	CHECK	33113	GHD	1,620.50	OUTSTND
08/28/2015	CHECK	33114	ALPHA ANALYTICAL LABORATORIES	406.00	CLEARED
08/28/2015	CHECK	33115	NAPA AUTO PARTS	300.11	OUTSTND
08/28/2015	CHECK	33116	PACIFIC GAS & ELECTRIC COMPANY	18,804.02	CLEARED
08/28/2015	CHECK	33117	SIERRA CHEMICAL CO.	261.31	CLEARED
08/28/2015	CHECK	33118	JANKE, TIMOTHY	40.96	OUTSTND
08/28/2015	CHECK	33119	JENSEN, WILLIAM	106.42	OUTSTND
08/28/2015	CHECK	33120	THORNHILL, RENE & SU	86.87	OUTSTND
TOTAL				62,063.17	

PAYROLL:					
DATE	TYPE	NUMBER	DESCRIPTION	AMOUNT	
08/07/2015	MISC.		PAYROLL DIRECT DEPOSIT	22,099.39	CLEARED
08/21/2015	MISC.		PAYROLL DIRECT DEPOSIT	22,641.52	CLEARED
08/21/2015	MISC.	1.00	PAYROLL DIRECT DEPOSIT	4,660.90	CLEARED
08/21/2015	MISC.	2.00	PAYROLL DIRECT DEPOSIT	1,642.27	CLEARED
				51,044.08	

CHECK TOTAL:	656,857.29
BANK-DRAFT TOTAL:	14,578.24
PAYROLL TOTAL:	51,044.08
	722,479.61

**ACTION OF
HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT**

DATE: September 15, 2015

AGENDA ITEM: Adopt 2015-19 Amended Miscellaneous Fees and Charges and Rescind Resolution 2015-17

RECOMMENDATIONS: Adopt Resolution 2015-19 amending Miscellaneous Fees and Charges and rescind Resolution 2015-17.

FINANCIAL IMPACT:

Up to \$50,000 in revenue annually.

BACKGROUND:

Staff has reviewed the District's Miscellaneous Fees and Charges schedule, recalculated the cost of providing said services using prevailing labor and material costs, and identified additional fees and charges. Resolution 2015-17 had an incorrect unlock meter fee, should have been \$45.00 instead of \$90.00. In addition, staff has broken the cost for the lock off (disconnect fee) into two separate fees, 1) Lock meter (disconnect) fee and 2) Lock-off (disconnect) processing fee. By separating the fees, this will allow staff to charge for only services that have occurred.

APPROVED
AS RECOMMENDED

OTHER
(SEE BELOW)

Modification to recommendation and/or other actions:

I, Tami Ipsen, Secretary to the Board, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular board meeting thereof held on September 15, 2015 by the following vote:

Ayes:

Noes:

Abstain:

Absent

Secretary to the Board

RESOLUTION NO. 2015-19

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
ADOPTING MISCELLANEOUS FEES AND CHARGES PERTAINING TO
WATER AND SEWER SERVICES AND RESCINDING RESOLUTION 2015-17

WHEREAS, pursuant to Hidden Valley Lake Community Services District (District) Ordinance 25, the District's Board of Directors may modify existing fees and charges from time to time or adopt new fees and charges by resolution; and

WHEREAS, The Board of Directors has determined many of the District's miscellaneous fees and charges are out of date, in that they do not fully reimburse the District for the expense of providing said service or utility cost otherwise incurred.

NOW, THEREFORE, BE IT RESOLVED that the Hidden Valley Lake Community Services District Board of Directors adopt, authorize and direct the District to charge and collect, on and after September 1, 2015, the following fees and charges for the services and occurrences specified;

Water meter fee (cost of meter)	\$170.00 min and up
Water meter new install	\$250.00-\$305.00
New account transfer fee (tenants)	\$55.00
Lock off (disconnect processing) fee	\$45.00
Lock meter fee	\$45.00
Unlock meter fee	\$45.00
3-Day Notice fee	\$2.50
After hours call-out (after 5:00p.m.)	\$205.00
Leak check at meter (no charge first time)	\$45.00
Flow test on water meter	\$45.00
Tampering with meter fine	\$300.00
Cut lock/replace lock port	\$100.00
Water Meter reinstall/uninstall	\$80.00-\$130.00
Illegal water/sewer connection fine (per day)	\$50.00
Sewer Inspection fee	\$100.00

Check return charge	\$50.00
Copies - black/white copy	\$.10
Color copy	\$.20
Fax (per fax)	\$1.00

BE IT FURTHER RESOLVED by the Hidden Valley Lake Community Services District Board of Directors that all prior resolutions of the Board regarding the adoption of fees and charges for those services or occurrences set forth in this resolution shall be without further effect as to any such services rendered or occurrences taking place, on and after September 1, 2015.

BE IT FURTHER RESOLVED, that the Hidden Valley Lake Community Services District Board of Directors finds that the new and increased fees and charges approved in this resolution are for the purposes of meeting operating expenses and, accordingly, the Board finds this resolution exempt from provisions of the California Environmental Quality Act (CEQA) under section 21080(b) and State CEQA Guidelines section 15273 (a). The Board further finds that the fees and charges adopted by this resolution are not subject to CEQA under the provisions of State CEQA Guidelines section 15061(b)(3) in that the Board finds that there is no possibility such new or increased fees and charges will have significant effect on the environment.

BE IT FURTHER RESOLVED that the Hidden Valley Lake Community Services District Board of Directors finds that the Proposition 218 process to raise customer service fees and charges is not applicable with respect to the proposed miscellaneous fees and charges.

PASSED AND ADOPTED on September 15, 2015 by the following votes:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jim Freeman
President of the Board

ATTEST:

Tami Ipsen

Secretary to the Board

RESOLUTION NO. 2015-17

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
ADOPTING MISCELLANEOUS FEES AND CHARGES PERTAINING TO
WATER AND SEWER SERVICES

WHEREAS, pursuant to Hidden Valley Lake Community Services District (District) Ordinance 25, the District's Board of Directors may modify existing fees and charges from time to time or adopt new fees and charges by resolution; and

WHEREAS, The Board of Directors has determined many of the District's miscellaneous fees and charges are out of date, in that they do not fully reimburse the District for the expense of providing said service or utility cost otherwise incurred.

NOW, THEREFORE, BE IT RESOLVED that the Hidden Valley Lake Community Services District Board of Directors adopt, authorize and direct the District to charge and collect, on and after September 1, 2015, the following fees and charges for the services and occurrences specified;

Water meter fee (cost of meter)	\$170.00 min and up
Water meter new install	\$250.00-\$305.00
New account transfer fee (tenants)	\$55.00
Lock off (disconnect) fee	\$90.00
Unlock fee	\$90.00
3-Day Notice fee	\$2.50
After hours	\$205.00
Leak check (no charge first time)	\$45.00
Flow test on water meter	\$45.00
Tampering with meter fine	\$300.00
Cut lock/replace lock port	\$100.00
Water Meter reinstall/uninstall	\$80.00-\$130.00
Illegal water/sewer connection fine (per day)	\$50.00
Sewer Inspection fee	\$100.00

Check return charge	\$50.00
Copies - black/white copy	\$.10
Color copy	\$.20
Fax (per fax)	\$1.00

BE IT FURTHER RESOLVED by the Hidden Valley Lake Community Services District Board of Directors that all prior resolutions of the Board regarding the adoption of fees and charges for those services or occurrences set forth in this resolution shall be without further effect as to any such services rendered or occurrences taking place, on and after September 1, 2015.

BE IT FURTHER RESOLVED, that the Hidden Valley Lake Community Services District Board of Directors finds that the new and increased fees and charges approved in this resolution are for the purposes of meeting operating expenses and, accordingly, the Board finds this resolution exempt from provisions of the California Environmental Quality Act (CEQA) under section 21080(b) and State CEQA Guidelines section 15273 (a). The Board further finds that the fees and charges adopted by this resolution are not subject to CEQA under the provisions of State CEQA Guidelines section 15061(b)(3) in that the Board finds that there is no possibility such new or increased fees and charges will have significant effect on the environment.

BE IT FURTHER RESOLVED that the Hidden Valley Lake Community Services District Board of Directors finds that the Proposition 218 process to raise customer service fees and charges is not applicable with respect to the proposed miscellaneous fees and charges.

PASSED AND ADOPTED on August 18, 2015 by the following votes:

AYES: DIRECTORS GRAHAM, FREEMAN, HERNDON. LIEBERMAN AND MIRBEGIAN

NOES: NONE

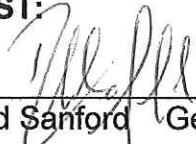
ABSTAIN: NONE

ABSENT: NONE



 Jim Freeman
 President of the Board

ATTEST:



 Roland Sanford General Manager/Secretary to the Board

**ACTION OF
HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT**

DATE: September 15, 2015

AGENDA ITEM: Sponsor Coyote Valley Elementary School Jog A Thon event while promoting water conservation

RECOMMENDATIONS: Approve up to \$2,100 to sponsor the Coyote Valley Elementary School Jog a Thon event on October 16th.

FINANCIAL IMPACT:

\$2,100 from Water Conservation

BACKGROUND:

The District has been asked to sponsor Coyote Valley Elementary School (see enclosed letter). In efforts to promote water conservation, the school's theme for the Jog a Thon is "Save the Water to Tame the Flame". "Save the Water to Tame the Flame" theme will be used to create a drawing for the t-shirts to be worn during the Jog a Thon on October 16, 2015.

APPROVED
AS RECOMMENDED

OTHER
(SEE BELOW)

Modification to recommendation and/or other actions:

I, Tami Ipsen, Secretary to the Board, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular board meeting thereof held on September 15, 2015 by the following vote:

Ayes:

Noes:

Abstain:

Absent

Secretary to the Board

COYOTE VALLEY ELEMENTARY SCHOOL
Parent Teacher Organization (PTO)

P.O. Box 1743
Middletown, CA 95461
707-987-3357 - Fax 707-987-4111

August 24th, 2015

Dear Friends:

We need your help for our Jog-a-thon. Coyote Valley Elementary School began the 2015/2016 school year with approximately 500 students (grades K-6) attending our school. As the largest elementary school in the Middletown Unified School District representing nearly one-third of all students in the district, we are reliant on the support of our parents, community, and businesses near and far to ensure students are provided the opportunities of a well-rounded educational program.

In response to this need, the Coyote Valley Parent Teacher Organization has hosted an annual jog-a-thon in past years. This had become a very popular event and was our school's largest fundraiser. During this fiscally tight period we rely more and more on financial support to facilitate our schools field trips, fine arts programs, physical education programs, playground equipment, classroom supplies and up-to-date computer technologies. All of these things are an essential part in ensuring a broader educational experience and academic success. Unfortunately, recent funding cuts have jeopardized them all.

We write today to invite you to be a part of this extraordinary effort hosted by amazing parent volunteers.

Your donation *does* make a difference!

Your donation is 100% tax deductible to our non-profit organization (Fed. Tax ID# 77-0410996).

The success of this fundraiser relies on your donations. In addition, all contributions we receive are acknowledged on the back of our shirts and on banners, that will be displayed on the fence at the school. Our sponsor levels are \$100-gets you a banner, \$250-logo on the back of the shirt or \$300-gets you both. The deadline for a logo to be put on the shirt and/or a banner would be September 21st, 2015. We ask that you have contacted us and have a check in by that time.

Please consider donating to forward the education of our children and their future. If you have any questions or would like further information, please feel free to contact us by phone, email or kindly send your donation to the address listed above.

Thank you!

Sincerely,

Jessica Bennett
707-290-6534
Jog-a-thon Chairperson, 2015 Jog-a-thon Committee

Traci Stewart
707-322-7510
Jog-a-thon Co-Chairperson, 2015 Jog-a-thon Committee

**ACTION OF
HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT**

DATE: September 15, 2015

AGENDA ITEM: District's Alternate Work Week Policy (9/80 schedule) review

RECOMMENDATIONS: No action needed.

FINANCIAL IMPACT:

none

BACKGROUND:

The District adopted an Alternate Work Week Policy on July 15, 2014 with the intent to review in one year. Staff is happy to report that all employees are fully satisfied with the alternate work schedule outlined in the policy.

APPROVED
AS RECOMMENDED

OTHER
(SEE BELOW)

Modification to recommendation and/or other actions:

I, Tami Ipsen, Secretary to the Board, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular board meeting thereof held on September 15, 2015 by the following vote:

Ayes:

Noes:

Abstain:

Absent

Secretary to the Board



Hidden Valley Lake Community Services District

19400 Hartmann Road
Hidden Valley Lake, CA 95467
707.987.9201
707.987.3237 fax
www.hiddenvalleylakecsd.com

ALTERNATIVE WORK WEEK SCHEDULE

Purpose

The purpose of this policy is to provide employees with an alternative to the traditional eight (8) hours per day, five (5) days per week, work week schedule.

Policy

Employees may select a "9/80" work schedule in lieu of the traditional eight (8) hours per day, five (5) days per week, work week schedule. Requests will be evaluated on a case-by-case basis.

Procedures

The 9/80 work schedule is intended to provide employees greater flexibility when scheduling non-work activities, without impacting the District's mission, productivity or responsiveness to the public. In all case, the General Manager has final authority to approve, deny or suspend participation in the 9/80 work schedule.

- A. The 9/80 work schedule will consist of one (1) week of five (5) workdays, comprised of four 9-hour days and one 8-hour day, and one (1) week of four 9-hour days and one (1) day off.
- B. In order to comply with FLSA overtime regulations for non-exempt employees, the 8-hour day must occur on a Thursday and be split into two 4-hour segments, one 4-hour segment attributed to the first work week and the second 4-hour segment attributed to the second work week of the pay period:

WEEK 1							
THURSDAY	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY
PRIOR WEEK SCHEDULE	9	OFF	OFF	9	9	9	4

WEEK 2							
THURSDAY	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY
4	OFF	OFF	OFF	9	9	9	9

- C. In the absence of extenuating circumstances, the scheduled day off will be taken either every other Monday or Friday. Supervisors may approve rescheduling of an employee's day off in order to meet specific needs of the District and/or the employer.
- D. Work day schedules shall be regular and recurring, and include the core work hours of 8:00 a.m. to 5:00 p.m.
- E. Overtime must be approved in advance by the employee's Supervisor or the General Manager, and will be paid in accordance with Section 3(B) of California Industrial Welfare Commission Order Number 4-2001 Regulating Wages, Hours and Working Conditions in the Professional, Technical, Clerical, Mechanical and Similar Occupations, and any subsequent amendments to Order Number 4-2001.
- F. When a holiday falls on an employee's regularly scheduled day off, the employee will accrue eight (8) hours of holiday time that is to be taken the following work day, unless the employee arranges in advance with his/her supervisor to take another day off during the same work week.
- G. When a holiday falls on an employee's 9-hour workday, the employee will receive eight (8) hours of holiday pay and have the option of being charged one (1) hour of vacation or floating holiday, or work an additional hour, at regular pay, on a subsequent day within the same work week.
- H. Employees who take sick leave, vacation time, or other paid time off on a regularly scheduled workday will be charged with the number of hours they were regularly scheduled to work. For example, if an employee takes sick leave on a 9-hour scheduled workday, he or she will be charged with nine (9) hours of sick leave.
- I. Participation in the 9/80 work schedule is a privilege. Approval of a 9/80 work schedule does not constitute or create an entitlement or vested right to a continued 9/80 work schedule. Employees on a 9/80 work schedule will indicate their acceptance of the conditions of this policy by completing and signing a *Alternative Work Week Schedule DECLARATION OF EMPLOYEE WORK WEEK* form, which shall be kept in the employee's personnel file.

Board of Directors approved: July 15, 2014



Hidden Valley Lake Community Services District

19400 Hartmann Road
Hidden Valley Lake, CA 95467
707.987.9201
707.987.3237 fax
www.hiddenvalleylakecsd.com

Alternative Work Week Schedule DECLARATION OF EMPLOYEE WORK WEEK

This Agreement specifies the conditions applicable to an alternate work schedule arrangement for:

Employee Name Job Title

Supervisor Department

9/80 work schedule groups will be evenly divided within each department to assure appropriate staffing levels during all business hours. Choose one schedule from the following groups:

*Group A:

GROUP A - WEEK 1							
THURSDAY	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY
PRIOR WEEK SCHEDULE	9	OFF	OFF	9	9	9	4

GROUP A - WEEK 2							
THURSDAY	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY
4	OFF	OFF	OFF	9	9	9	9

*Group B:

GROUP B - WEEK 1							
THURSDAY	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY
4	OFF	OFF	OFF	9	9	9	9

GROUP B - WEEK 2							
THURSDAY	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY
PRIOR WEEK SCHEDULE	9	OFF	OFF	9	9	9	4

*Group A & B will apply 4 hours from Thursday (3 days off week only) to Friday (day off).

****Group C:**

GROUP C - WEEK 1							
THURSDAY	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY
PRIOR WEEK SCHEDULE	9	OFF	OFF	9	9	9	4

GROUP C - WEEK 2							
THURSDAY	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY
4	9	OFF	OFF	OFF	9	9	9

****Group D:**

GROUP D - WEEK 1							
THURSDAY	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY
4	9	OFF	OFF	OFF	9	9	9

GROUP D - WEEK 2							
THURSDAY	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY
PRIOR WEEK SCHEDULE	9	OFF	OFF	9	9	9	4

**Group C & D will apply 4 hours from Thursday (3 days off week only) to Monday (day off).

- 1) I select the group ____ work week schedule and understand this work week schedule will remain in effect for six consecutive months unless otherwise amended or terminated by the General Manager, and that at the end of the six-month period I will be given the opportunity to change or continue with the current work week schedule.
- 2) The employee agrees that any additional hours which might involve overtime must be approved in advance by his/her supervisor.
- 3) The employee agrees that all obligations, responsibilities, terms and conditions of employment with the District remain unchanged, except those obligations and responsibilities specifically addressed in this Agreement.
- 4) The employee agrees that his/her supervisor has the right to modify or suspend this Agreement in the event of unanticipated circumstances regarding employment performance or operational needs.
- 5) The employee understands and agrees to the terms and procedures set forth in the Alternative Work Week Policy.

I hereby affirm by my signature that I have read the "Alternative Work Week Schedule, *DECLARATION OF EMPLOYEE WORK WEEK*" and understand and agree to all of its provisions.

Employee Signature Date

Supervisor Signature Date

General Manager Signature Date



**HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
PERSONNEL COMMITTEE REPORT
MEETING DATE: SEPTEMBER 9, 2015**

The Hidden Valley Lake Community Services District Personnel Committee met at the District office located at 19400 Hartmann Road, in Hidden Valley Lake, California.

Present were:

Director Linda Herndon
Director Judy Mirbegian
Administrative Services Officer Tami Ipsen

CALL TO ORDER

The meeting was called to order at 9:00 a.m. by the Personnel Committee.

APPROVAL OF AGENDA

The Personnel Committee unanimously approved the agenda.

REVIEW GENERAL MANAGER RECRUITMENT RFPS

The committee reviewed three proposals from the following:

CPS HR Consulting
Alliance
Koff & Associates

All three firms were relatively close in their proposals. The committee made their decision based on what each firm had to offer. CPS HR Consulting was attractive due to its demonstration of ability, excellent references and is reputed within the industry. They were the only ones that offered a 2 year guarantee.

PUBLIC COMMENT

There were none.

BOARD MEMBER COMMENT

The committee discussed a salary review for the General Manager job description.

ADJOURNMENT

The committee voted unanimously to adjourn the meeting at 10:00 a.m.

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

AUGUST 2015

FINANCIAL REPORT





HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

**AUGUST, 2015
Financial Report**

REVENUE & EXPENSE SEWER REPORT
8/1/2015-8/31/2015

120-SEWER ENTERPRISE FUND FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
TOTAL REVENUE	1,149,443.00	98,597.83	229,588.44	919,854.56	19.97

EXPENDITURE SUMMARY					
NON-DEPARTMENTAL	440,165.00	22,968.43	35,993.02	404,171.98	8.18
ADMINISTRATION	381,150.00	46,081.32	90,541.16	290,608.84	23.75
FIELD	289,205.00	17,656.72	57,926.85	231,278.15	20.03
DIRECTORS	38,323.00	2,794.40	5,620.89	32,702.11	14.67
TOTAL	1,148,843.00	89,500.87	190,081.92	958,761.08	16.55%

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-4020 PERMIT & INSPECTION FEES	300.00	100.00	100.00	200.00	33.33
120-4045 AVAILABILITY FEES	8,800.00	-	31,232.35	(22,432.35)	354.91
120-4050 SALES OF RECLAIMED WATER	90,000.00	18,465.64	37,614.17	52,385.83	41.79
120-4111 COMM SEWER USE	19,370.00	2,221.17	4,410.43	14,959.57	22.77
120-4112 GOV'T SEWER USE	580.00	48.05	96.10	483.90	16.57
120-4116 SEWER USE CHARGES	969,100.00	75,762.94	151,258.95	817,841.05	15.61
120-4210 LATE FEE	19,093.00	1,836.79	4,495.46	14,597.54	23.55
120-4300 MISC INCOME	39,600.00	1.70	4.95	39,595.05	0.01
120-4505 LEASE INCOME	2,600.00	161.54	323.08	2,276.92	12.43
120-4550 INTEREST INCOME	-	-	52.95	(52.95)	0
TOTAL	1,149,443.00	98,597.83	229,588.44	919,854.56	19.97%

NON-DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-5-00-5024 WORKERS' COMP INSURANCE	21,700.00	-	-	21,700.00	0
120-5-00-5025 RETIREE HEALTH BENEFITS	7,211.00	(229.50)	494.70	6,716.30	6.86
120-5-00-5060 GASOLINE, OIL & FUEL	8,790.00	1,005.62	1,846.88	6,943.12	21.01
120-5-00-5061 VEHICLE MAINT	11,012.00	630.07	1,197.29	9,814.71	10.87
120-5-00-5062 TAXES & LIC	619.00	-	-	619.00	0
120-5-00-5074 INSURANCE	14,735.00	-	-	14,735.00	0
120-5-00-5075 BANK FEES	12,750.00	762.61	1,578.78	11,171.22	12.38
120-5-00-5080 MEMBERSHIP & SUBSCRIPTIONS	4,520.00	-	187.09	4,332.91	4.14
120-5-00-5092 POSTAGE & SHIPPING	1,300.00	(0.24)	7.87	1,292.13	0.61
120-5-00-5110 CONTRACTUAL SERVICES	40,000.00	390.64	2,481.58	37,518.42	6.2
120-5-00-5121 LEGAL SERVICES	9,500.00	3,085.75	3,085.75	6,414.25	32.48
120-5-00-5122 ENGINEERING SERVICES	34,000.00	1,620.50	1,620.50	32,379.50	4.77
120-5-00-5123 OTHER PROFESSIONAL SERVICE	51,000.00	6,667.26	6,696.01	44,303.99	13.13
120-5-00-5130 PRINTING & PUBLICATION	1,500.00	1,016.22	1,434.32	65.68	95.62
120-5-00-5135 NEWSLETTER	1,000.00	-	-	1,000.00	0
120-5-00-5145 EQUIPMENT RENTAL	990.00	237.10	807.82	182.18	81.6
120-5-00-5148 OPERATING SUPPLIES	11,699.00	571.59	458.52	11,240.48	3.92
120-5-00-5150 REPAIR & REPLACE	53,614.00	842.21	2,272.25	51,341.75	4.24
120-5-00-5155 MAINT BLDG & GROUNDS	8,400.00	100.00	240.00	8,160.00	2.86

NON-DEPARTMENTAL EXPENDITURES (CON'T)	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-5-00-5156 CUSTODIAL SERVICES	9,600.00	787.50	1,575.00	8,025.00	16.41
120-5-00-5157 SECURITY	460.00	-	-	460.00	0
120-5-00-5160 SLUDGE DISPOSAL	13,660.00	-	-	13,660.00	0
120-5-00-5191 TELEPHONE	6,960.00	858.79	1,520.37	5,439.63	21.84
120-5-00-5192 ELECTRICITY	17,291.00	1,788.46	3,621.92	13,669.08	20.95
120-5-00-5193 OTHER UTILITIES	2,600.00	272.29	272.29	2,327.71	10.47
120-5-00-5195 ENV/MONITORING	33,000.00	2,236.00	4,068.50	28,931.50	12.33
120-5-00-5196 RISK MANAGEMENT	15,000.00	-	-	15,000.00	0
120-5-00-5198 ANNUAL OPERATING FEES	1,600.00	-	48.75	1,551.25	3.05
120-5-00-5310 EQUIPMENT - FIELD	1,149.00	-	-	1,149.00	0
120-5-00-5311 EQUIPMENT - OFFICE	1,271.00	-	-	1,271.00	0
120-5-00-5312 TOOLS - FIELD	524.00	-	61.76	462.24	11.79
120-5-00-5315 SAFETY EQUIPMENT	1,874.00	325.56	415.07	1,458.93	22.15
120-5-00-5510 SEWER OUTREACH	200.00	-	-	200.00	0
120-5-00-5545 RECORDING FEES	40,636.00	-	-	40,636.00	0
TOTAL	440,165.00	22,968.43	35,993.02	404,171.98	8.18%

ADMINISTRATION EXPENDITURES	BUDGET	PERIOD	ACTUAL	BALANCE	BUDGET
120-5-10-5010 SALARIES & WAGES	265,334.00	22,701.64	41,034.28	224,299.72	15.47
120-5-10-5020 EMPLOYEE BENEFITS	65,665.00	4,096.12	8,302.05	57,362.95	12.64
120-5-10-5021 RETIREMENT BENEFITS	38,231.00	18,911.30	40,010.46	(1,779.46)	104.65
120-5-10-5063 CERTIFICATIONS	20.00	-	-	20.00	0
120-5-10-5090 OFFICE SUPPLIES	6,500.00	181.62	351.24	6,148.76	5.4
120-5-10-5170 TRAVEL MILEAGE	1,100.00	190.64	309.97	790.03	28.18
120-5-10-5175 EDUCATION / SEMINARS	4,000.00	-	455.15	3,544.85	11.38
120-5-10-5179 ADM MISC EXPENSES	300.00	-	78.01	221.99	26
TOTAL	381,150.00	46,081.32	90,541.16	290,608.84	23.75%

FIELD EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-5-30-5010 SALARIES & WAGES	190,391.00	12,548.24	25,012.35	165,378.65	13.14
120-5-30-5020 EMPLOYEE BENEFITS	53,183.00	3,003.98	7,435.71	45,747.29	13.98
120-5-30-5021 RETIREMENT BENEFITS	38,231.00	1,234.50	21,796.54	16,434.46	57.01
120-5-30-5022 CLOTHING ALLOWANCE	1,300.00	-	600.00	700.00	46.15
120-5-30-5063 CERTIFICATIONS	380.00	170.00	170.00	210.00	44.74
120-5-30-5090 OFFICE SUPPLIES	1,040.00	-	-	1,040.00	0
120-5-30-5170 TRAVEL MILEAGE	680.00	-	-	680.00	0
120-5-30-5175 EDUCATION / SEMINARS	4,000.00	700.00	2,912.25	1,087.75	72.81
TOTAL	289,205.00	17,656.72	57,926.85	231,278.15	20.03%

DIRECTORS EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-5-40-5010 DIRECTORS COMPENSATION	3,000.00	107.66	215.32	2,784.68	7.18
120-5-40-5020 DIRECTOR BENEFITS	230.00	2.10	4.20	225.80	1.83
120-5-40-5030 DIRECTOR HEALTH BENEFITS	34,793.00	2,684.64	5,369.28	29,423.72	15.43
120-5-40-5170 TRAVEL MILEAGE	100.00	-	32.09	67.91	32.09
120-5-40-5176 DIRECTOR TRAINING	200.00	-	-	200.00	-
TOTAL	38,323.00	2,794.40	5,620.89	32,702.11	14.67%



HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

AUGUST, 2015

Financial Report

REVENUE & EXPENSE WATER REPORT

8/1/2015-8/31/2015

130-WATER ENTERPRISE FUND FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
ALL REVENUE	1,138,568.00	110,704.13	222,348.71	916,219.29	19.53

EXPENDITURE SUMMARY					
NON-DEPARTMENTAL	602,660.00	42,254.17	106,793.90	495,866.10	17.72
ADMINISTRATION	385,340.00	49,042.49	93,502.20	291,837.80	24.26
FIELD	285,930.00	21,046.96	63,591.06	222,338.94	22.24
DIRECTORS	39,383.00	2,849.38	5,675.86	33,707.14	14.41
TOTAL	1,313,313.00	115,193.00	269,563.02	1,043,749.98	20.53%

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-4035 RECONNECT FEE	13,000.00	2,040.00	2,320.00	10,680.00	17.85
130-4039 WATER METER INST	300.00	-	-	300.00	0
130-4040 RECORDING FEE	110.00	20.00	30.00	80.00	27.27
130-4045 AVAILABILITY FEES	35,000.00	-	2,042.75	32,957.25	5.84
130-4110 COMM WATER USE	32,600.00	1,151.03	2,302.06	30,297.94	7.06
130-4112 GOV'T WATER USE	844.00	74.26	148.52	695.48	17.6
130-4115 WATER USE	1,024,100.00	95,252.85	193,010.32	831,089.68	18.85
130-4117 WATER OVERAGE FEE	-	3,649.76	8,417.22	(8,417.22)	0
130-4118 WATER OVERAGE COMM	-	5,008.38	7,093.42	(7,093.42)	0
130-4119 WATER OVERAGE GOV	-	43.90	48.86	(48.86)	0
130-4210 LATE FEE	25,014.00	2,608.08	5,482.08	19,531.92	21.92
130-4215 RETURNED CHECK FEE	700.00	175.00	175.00	525.00	25
130-4300 MISC INCOME	1,100.00	196.25	199.50	900.50	18.14
130-4505 LEASE INCOME	5,800.00	484.62	969.24	4,830.76	16.71
130-4550 INTEREST INCOME	-	-	109.74	(109.74)	0
TOTAL REVENUES	1,138,568.00	110,704.13	222,348.71	916,219.29	19.53%

NON-DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-5-00-5024 WORKERS' COMP INSURANCE	21,700.00	-	-	21,700.00	0
130-5-00-5025 RETIREE HEALTH BENEFITS	7,211.00	(671.16)	53.04	7,157.96	0.74
130-5-00-5060 GASOLINE, OIL & FUEL	8,788.00	1,005.62	1,395.84	7,392.16	15.88
130-5-00-5061 VEHICLE MAINTENANCE	3,521.00	1,142.73	1,361.52	2,159.48	38.67
130-5-00-5062 TAXES & LIC	1,153.00	-	-	1,153.00	0
130-5-00-5074 INSURANCE	14,735.00	-	-	14,735.00	0
130-5-00-5075 BANK FEES	12,750.00	762.62	1,578.82	11,171.18	12.38
130-5-00-5080 MEMBERSHIP & SUBSCRIPTIONS	17,641.00	-	1,129.11	16,511.89	6.4
130-5-00-5092 POSTAGE & SHIPPING	1,300.00	(0.25)	7.86	1,292.14	0.6
130-5-00-5110 CONTRACTUAL SERVICES	43,650.00	390.64	2,481.60	41,168.40	5.69
130-5-00-5121 LEGAL SERVICES	9,445.00	3,085.75	3,085.75	6,359.25	32.67
130-5-00-5122 ENGINEERING SERVICES	37,500.00	-	-	37,500.00	0
130-5-00-5123 OTHER PROFESSIONAL SERVICES	73,200.00	3,567.25	37,917.14	35,282.86	51.8
130-5-00-5124 WATER RIGHTS	10,428.00	2,253.55	8,303.55	2,124.45	79.63
130-5-00-5130 PRINTING & PUBLICATIONS	1,500.00	1,016.22	1,434.32	65.68	95.62
130-5-00-5135 NEWSLETTER	1,000.00	-	-	1,000.00	0

NON-DEPARTMENTAL EXPENDITURES (CON'T)	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-5-00-5145 EQUIPMENT RENTAL	-	237.11	807.84	(807.84)	0
130-5-00-5148 OPERATING SUPPLIES	1,107.00	-	139.93	967.07	12.64
130-5-00-5150 REPAIR & REPLACE	62,888.00	9,502.38	10,088.56	52,799.44	16.04
130-5-00-5155 MAINT BLDG & GROUNDS	8,400.00	100.00	240.00	8,160.00	2.86
130-5-00-5156 CUSTODIAL SERVICES	10,000.00	787.50	1,575.00	8,425.00	15.75
130-5-00-5157 SECURITY	460.00	-	-	460.00	0
130-5-00-5191 TELEPHONE	6,958.00	858.79	1,520.36	5,437.64	21.85
130-5-00-5192 ELECTRICITY	132,166.00	17,015.56	31,925.54	100,240.46	24.16
130-5-00-5193 OTHER UTILITIES	2,627.00	272.29	272.29	2,354.71	10.37
130-5-00-5195 ENV/MONITORING	24,000.00	352.00	712.00	23,288.00	2.97
130-5-00-5196 RISK MANAGEMENT	300.00	-	-	300.00	0
130-5-00-5198 ANNUAL OPERATING FEE	22,400.00	-	48.75	22,351.25	0.22
130-5-00-5310 EQUIPMENT - FIELD	1,149.00	-	-	1,149.00	0
130-5-00-5311 EQUIPMENT - OFFICE	1,271.00	-	-	1,271.00	0
130-5-00-5312 TOOLS - FIELD	1,681.00	-	-	1,681.00	0
130-5-00-5315 SAFETY EQUIPMENT	1,531.00	325.57	415.08	1,115.92	27.11
130-5-00-5505 WATER CONSERVATION	10,000.00	250.00	300.00	9,700.00	3
130-5-00-5545 RECORDING FEES	200.00	-	-	200.00	0
130-5-00-5600 CONTINGENCY	50,000.00	-	-	50,000.00	0
TOTAL	602,660.00	42,254.17	106,793.90	495,866.10	21.54%

ADMINISTRATION EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-5-10-5010 SALARIES & WAGES	265,334.00	25,277.07	43,609.69	221,724.31	16.44
130-5-10-5020 EMPLOYEE BENEFITS	65,665.00	4,225.59	8,431.52	57,233.48	12.84
130-5-10-5021 RETIREMENT BENEFITS	42,446.00	19,159.03	40,258.04	2,187.96	94.85
130-5-10-5063 CERTIFICATIONS	20.00	-	-	20.00	0
130-5-10-5090 OFFICE SUPPLIES	6,500.00	181.65	351.31	6,148.69	5.4
130-5-10-5170 TRAVEL MILEAGE	1,475.00	199.15	318.48	1,156.52	21.59
130-5-10-5175 EDUCATION / SEMINARS	3,600.00	-	455.14	3,144.86	12.64
130-5-10-5179 ADM MISC EXPENSES	300.00	-	78.02	221.98	26.01
TOTAL	385,340.00	49,042.49	93,502.20	291,837.80	24.26%

FIELD EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-5-30-5010 SALARIES & WAGES	190,391.00	15,749.13	31,338.08	159,052.92	16.46
130-5-30-5020 EMPLOYEE BENEFITS	53,183.00	3,003.97	7,435.69	45,747.31	13.98
130-5-30-5021 RETIREMENT BENEFITS	34,016.00	1,533.86	22,395.27	11,620.73	65.84
130-5-30-5022 CLOTHING ALLOWANCE	1,900.00	-	600.00	1,300.00	31.58
130-5-30-5063 CERTIFICATIONS	200.00	60.00	60.00	140.00	30
130-5-30-5090 OFFICE SUPPLIES	1,040.00	-	-	1,040.00	0
130-5-30-5170 TRAVEL MILEAGE	800.00	-	-	800.00	0
130-5-30-5175 EDUCATION / SEMINARS	4,400.00	700.00	1,762.02	2,637.98	40.05
TOTAL	285,930.00	21,046.96	63,591.06	222,338.94	22.24%

DIRECTORS EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-5-40-5010 DIRECTORS COMPENSATION	3,000.00	107.64	215.28	2,784.72	7.18
130-5-40-5020 DIRECTOR BENEFITS	230.00	2.10	4.20	225.80	1.83
130-5-40-5030 DIRECTOR HEALTH BENEFITS	34,793.00	2,684.64	5,369.28	29,423.72	15.43
130-5-40-5170 TRAVEL MILEAGE	560.00	-	32.10	527.90	5.73
130-5-40-5176 DIRECTOR TRAINING	800.00	55.00	55.00	745.00	6.88
TOTAL	39,383.00	2,849.38	5,675.86	33,707.14	14.41%



HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

AUGUST, 2015
FINANCIAL REPORT

POOLED CASH
AS OF AUGUST 31, 2015

Beginning Balance	69,478.16
Cash Receipts	
Deposit	224,911.31
Transfers	475,950.00
Adj	0.00
Total Receipts	700,861.31
Cash Disbursements	
Accounts Payable	670,497.84
Payroll	52,271.77
Bank Fees	1,525.23
Total Disbursements	724,294.84
Ending Balance	46,044.63

TEMPORARY INVESTMENTS

Fund		LAIF	Money Mkt	Total	G/L Bal
120	Sewer Operating Fund	67,039.21	37,147.82	104,187.03	104,187.03
130	Water Operating Fund	143,156.75	29,467.50	172,624.25	172,624.25
215	1995-2 Redemption	60,623.58	6.27	60,629.85	60,629.85
217	State Revolving Loan Sewer	-	10.22	10.22	10.22
218	CIEDB Redemption	11,470.00	(99,727.99)	(88,257.99)	(88,257.98)
219	USDARUS Solar Loan (Sewer)	816.31	66,947.58	67,763.89	67,763.89
313	Wastewater Cap Fac Reserved	432,481.52	48,748.39	481,229.91	481,229.90
314	Wastewater Cap Fac Unrestricted	62,591.48	408,430.23	471,021.71	471,021.71
319	Solar Reserve	-	35,288.80	35,288.80	35,288.81
320	Water Capital Fund	-	(22.49)	(22.49)	(22.49)
350	CIEDB Loan Reserve	170,562.00	-	170,562.00	170,562.00
711	Bond Administration	27,052.54	14,416.80	41,469.34	41,469.33
TOTAL		975,793.39	540,713.13	1,516,506.52	1,516,506.52



HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

**AUGUST, 2015
FINANCIAL REPORT**

**CAPITAL EXPENDITURES
2015-2016 BUDGET**

Sewer	Budget	Yr to Date Actual
Repair Sewer Lateral Leaks	70,000	0.00
Complete Revised Sewer System Management Plan	9,000	0.00
Install Security Fencing at Lift Station 1 & 4	10,000	0.00
New Pickup Truck	35,000	0.00
SCADA Hardware for Lift Stations	17,000	0.00
Preliminary Design-Chlorine Disinfection Facility	50,000	0.00
Crazy Creek Land Purchase	100,000	0.00
CL2 basin - 2 Flowmeter Replacements	9,000	0.00
Install Treatment Plant Inflow Meter	25,000	0.00
Total	325,000	-

Water	Budget	Yr to Date Actuals
<i>(No planned capital expenditures in FY 2015-2019)</i>		0.00
Total	-	0.00



Hidden Valley Lake Community Services District

19400 Hartmann Road
Hidden Valley Lake, CA 95467
707.987.9201
707.987.3237 fax
www.hiddenvalleylakecsd.com

Sept 10, 2015

Interim General Manager Matt Bassett's Monthly Board Letter

The following is a list of items I'm focusing on;

- **DWR Compliance Order#02_03_14R_004:** I met with Paula Sanford and Sheri Miller independently to review our options to lift the order that includes a moratorium. It appears that this item will not be handled quickly. The State doesn't have a clearly defined process for us to use so we can file our appeal. It's also believed that they are about to involve Senior Water Right holders in this issue soon.
- **Hexavalent Chromium 6:** Our state representative with SWRCB, has been discussing this issue with our District on an ongoing basis. They are aware of our MCL level and have heard our ideas of blending to solve this problem. I attended a funding meeting yesterday in Santa Rosa. After that meeting I shared with our SWRCB representative our updated plans. She offered SRF low interest loans and let me know she's about to send me a letter covering our latest testing and what we must do about it. It appears that this issue won't be solved quickly or cheaply.
- **Coastland Engineering Projects:** I meet with them at the end of August. They reviewed with me all of the projects they were handling for us. We discussed the Valley Oaks Development, Waste Water Disinfection Options and the regulatory assistance, Sewer System Management Plan (SSMP), our Risk Management Plan (RMP) and a handful of general engineering assistance they can offer us.
- **LAFCO:** I met with John Benoit in Sacramento to share with him the Boards direction to focus on the Valley Oaks Development area now and then a much big area in the next few years. We discussed what was needed to being the LAFCO process.
- **Strategic Plan Update:** This needs to be reviewed and will become a priority in the coming months. Being able to clear all the current loose projects and getting to know the District better will make this process easier.
- **Lift Station 7:** All the parts were ordered a while back. On Tuesday 9/8/15 Dennis, Paul, John with Telstar and myself met on Northshore Court and reviewed together how it'll happen. It's expected to take two weeks, be completed before the middle of November and not exceed the quoted \$101,740.



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- **Backup Generators for Lift Stations 2, 3, 5, 7 and Hardester:** I've spoken to some of our customers who have called to hear our plans. They now understand what we plan to do. There are a couple other property owners I feel I should speak with so they won't be surprised to see a new generator in their front yard. The needed County Air Quality Control and Building Dept permits were turned in. We have been given the ok to form up the cement pads. This \$179,790 project will be completed by the end of October.
- **County Office of Public Health:** I spoke with our representative there and because of the fact that we use chlorine in a gas form, he's asked us to properly list our WWTP with the EPA and he wants us to complete a Risk Management Plan (RMP). The RMP is mostly done. Coastland gave me a draft plan that we need to fill in the missing information. He would also like to see us switch from gas to liquid chlorine at the WWTP.
- **Verizon Cell Tower Lease Agreement:** You'll see I've put in this Board packet their first "option and land lease agreement" offer.
- **Valley Oaks Development:** I've been in weekly contact with the developer. Tomorrow 9/11/15, we are meeting on the development site. We are at the point that he needs to decide if he's ready to move full speed ahead or wait. If he's ready to move forward, he'll need to agree to pay for a services agreement to be drawn up by Coastland. He says he wants to start building in Spring 2016. There's a lot of things that must happen right away for that to be possible.
- **Coyote Plaza:** I've come to a verbal agreement with the original developer, so all parties will know exactly how and when the last of the Hardester lift station payback fees will be collected. Basically his verbal agreement with a past GM will be put into a written agreement and we'll add a three year maximum payoff to be added. I plan on having it reviewable by the Board at your Oct meeting.
- **Admin Building Roof:** I've been told that our roof leaks. This item is on the agenda. I contacted four locally respected roofing contractors. It appears that I should have three quotes, which I'll be prepared to share at this month's Board meeting.
- **Field Vehicle Replacement Plan:** Our current fleet of trucks are only being kept on the road by Dennis White and whoever else on our staff that can get to turn a wrench. Today I took the "best" truck to Lakeport for a county OES meeting. The truck had a hard time making it up any hill and appeared to overheat as I was pulling into our WWTP.



Hidden Valley Lake Community Services District

August 2015 Report

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Emergency preparedness:

Backup generator testing during the Rocky Fire



August 2015 Field Report

Water Connections:		Sewer Connections:	
New (August—commercial)	0	New (August—commercial)	0
Residential (July)	2427	Residential (July)	1482
Commercial & Govt (July)	35	Commercial & Govt (July)	13
Total (July) :	2462		1495

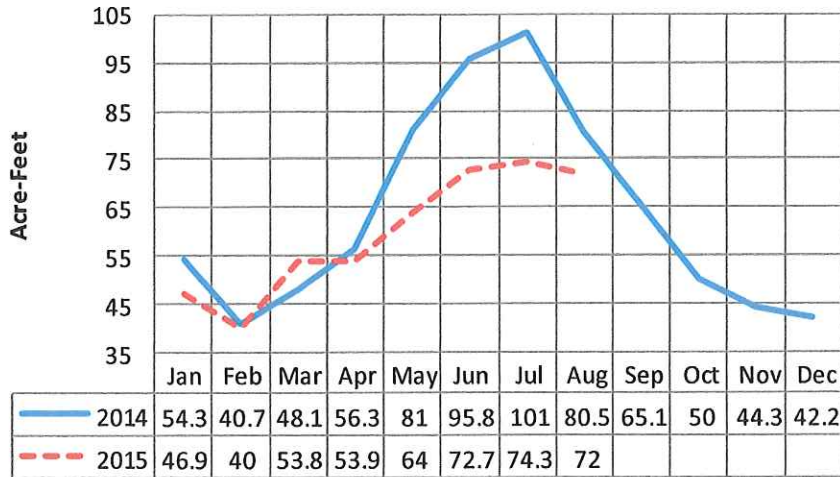
Rainfall		
<i>This month</i>	<i>Last year</i>	<i>Historical</i>
0	0	.08

Groundwater Elevation			
<i>Monitoring Wells</i>	<i>This month</i>	<i>Last year</i>	<i>Historical</i>
Prod Wells	924.95	913.28	921.96
AG	927.2	913.7	921.92
TP Wells	950.61	951.25	951.49
Grange Rd	932.38	933.55	933.98
American Rock	967.81	967.48	968.95
Spyglass	962.95	962.70	962.58
Luchetti	918.61	918.23	920.31
18th T	939.44	939.19	939.6

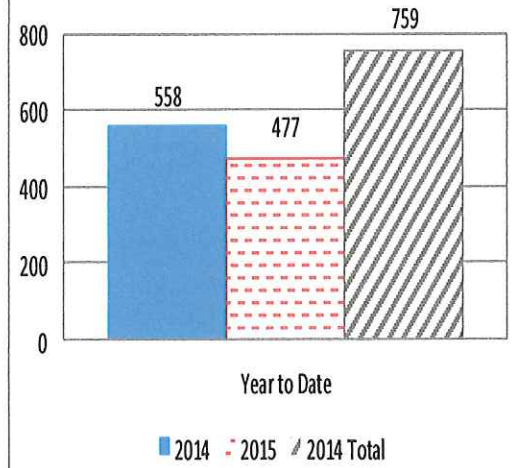
Completed Service Orders		
<i>This month</i>	<i>YTD</i>	<i>Last YTD</i>
126	832	650
Overtime Hours	45.75	\$1746.68

August 2015 Field Report

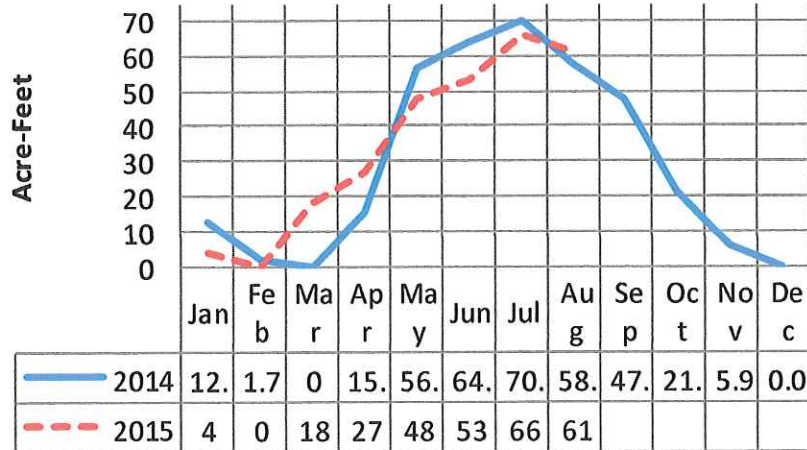
HVLCSD Municipal Well Production



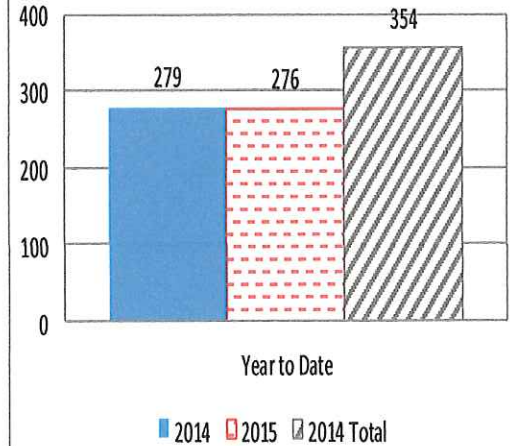
HVLCSD Municipal Well Production



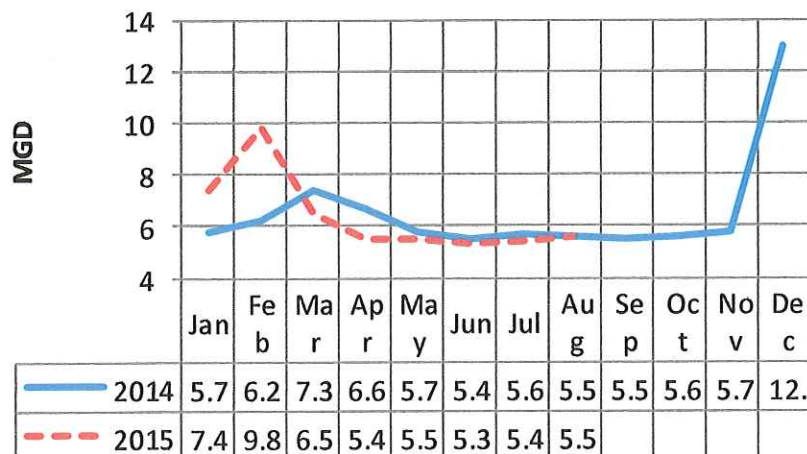
HVLCSD Municipal Reclaimed Water Use



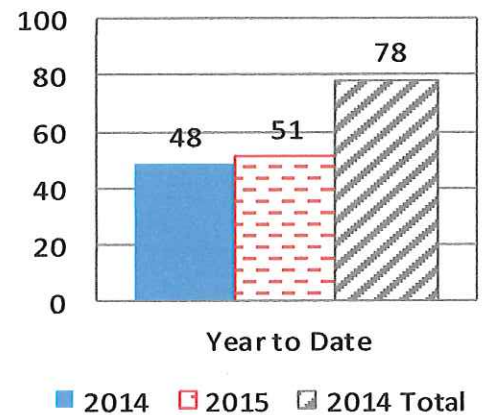
HVLCSD Municipal Reclaimed Water



HVLCSD Municipal Wastewater Influent



HVLCSD Municipal Wastewater Influent



August 2015 Field Report



Water Operations and Maintenance Highlights

- **8/3-8/4 Installed wireless meters for pilot program**
- **Contacting and gathering water samples for scheduled lead & copper testing**
- **Delivered 3-day notices, locked off meters**
- **8/25 - 8/28 Meter reads**
- **Ongoing manhole mapping**

Wastewater Operations and Maintenance Highlights

- **Installed new probes, calibrated Cl₂ basin flow calculations**
- **Preparation for new generator installations**
- **Repaired diffuser chain in aeration basin**
- **Installed air regulator for sand filter**
- **Worked on actuator valve**
- **Installed second NTU machine**
- **Installed new transducer boxes for Cl₂ basin**
- **Delivered 3-day notices, locked off meters**
- **8/25 - 8/28 Meter reads**
- **Ongoing manhole mapping**

August 2015 Field Report

Vehicle Mileage	
<i>Vehicle</i>	<i>Mileage</i>
Truck 1	455
Truck 3	1988
Truck 4	320.6
Truck 6	336
Truck 7	546
Truck 8	1007
Dump Truck	0
Backhoe	1.37
Tractor	0
New Holland Tractor	37.8

Fuel Tank Use		
	<i>Gasoline</i>	<i>Diesel</i>
Tank Meter	85590.7	18298.5
Fuel Log	450.8	51.5
August Level	413.04	456.52
July Tank Level	402.17	369.57



**ACTION OF
HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT**

DATE: September 15, 2014

AGENDA ITEM: Public Hearing to consider placement of default balance liens on real property pursuant to Government Code Section 61115

RECOMMENDATIONS:

Conduct public hearing in accordance with Government Code Section 61115 to provide the landowners associated with the properties identified in Exhibit A, and/or the public, the opportunity to protest or otherwise dispute the default balances calculated by staff for each of the properties identified in Exhibit A. At the conclusion of the public hearing and in the absence of good cause, staff recommends that the Board uphold the charges and associated penalty fees as proposed in Exhibit A

FINANCIAL IMPACT:

Potential recovery of \$263.55 past due charges and associated penalty fees

BACKGROUND:

Default balance liens are typically placed on properties with District water and/or sewer accounts that are at least 45 days past due. A list of properties with past due accounts of 45 days or longer, and for which the District has not already placed a lien against, is presented in Exhibit A. Pursuant to Government Code Section 61115, the Board must hold a public hearing to allow landowners the opportunity to protest or otherwise dispute the charges and associated penalty fees being levied against their property by the District. At the conclusion of the public hearing the Board can uphold or modify the charges and associated penalty fees for any or all subject properties.

APPROVED
AS RECOMMENDED

OTHER
(SEE BELOW)

Modification to recommendation and/or other actions:

I, Tami Ipsen, Secretary to the Board, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular board meeting thereof held on September 15, 2015 by the following vote:

Ayes:

Noes:

Abstain:

Absent

Secretary to the Board

PROPERTY LIENS - SEPTEMBER 2015

EXHIBIT A

A \$10 FILING FEE HAS BEEN ADDED

NAME	ADDRESS	APN	AMOUNT
David Ginn	17925 Bunker Road	141-262-06	265.35
			<u>265.35</u>

**ACTION OF
HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT**

DATE: September 15, 2015

AGENDA ITEM: Discussion and Possible Action: Adoption of Resolution 2014-14 confirming default balances and directing staff to file liens on real property

RECOMMENDATIONS:

Adopt Resolution 2015-20 of the Board of Directors of the Hidden Valley Lake Community Services District confirming the Default Balance associated with the Defaulting Bill Identified in Exhibit A and directing staff to file a lien on said properties.

FINANCIAL IMPACT:

Potential recovery of \$265.35 past due charges and associated penalty fees.

BACKGROUND:

Default balance liens are typically placed on properties with District water and/or sewer accounts that are at least 45 days past due. A list of properties with past due accounts of 45 days or longer, and for which the District has not already placed a lien against, is presented in Exhibit A. Pursuant to Government Code Section 6115, the Board must hold a public hearing to allow landowners the opportunity to protest or otherwise dispute the charges and associated penalty fees being levied against their property by the District. At the conclusion of the public hearing the Board can uphold or modify the charges and associated penalty fees for any or all subject properties. Assuming the Board chooses to uphold the charges and associated penalty fees, as recommended by staff, the Board would then adopt a resolution (copy attached) confirming the default balances and authorizing staff to proceed with the filing of property liens on subject properties.

APPROVED
AS RECOMMENDED

OTHER
(SEE BELOW)

Modification to recommendation and/or other actions:

I, Tami Ipsen, Secretary to the Board, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular board meeting thereof held on September 15, 2015 by the following vote:

Ayes:

Noes:

Abstain:

Absent

Secretary to the Board

RECORDING REQUESTED BY AND

Hidden Valley Lake Community Services District
19400 Hartmann Road
Hidden Valley Lake, CA 95467
Attn: Secretary to the Board of Directors

(Space above this line for Recorder's use)

DEFAULTING BALANCE LIEN

DEBTOR: DAVID GINN

A.P.N.: 141-262-06

BALANCE DUE \$265.35

(SEE EXHIBIT A)

RESOLUTION NO. 2015-20

RESOLUTION OF THE BOARD OF DIRECTORS OF THE HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT CONFIRMING THE DEFAULT BALANCE ASSOCIATED WITH THE DEFAULTING BILL LISTED IN EXHIBIT A AND DIRECTING STAFF TO FILE A LIEN ON SAID PROPERTY

WHEREAS, the Hidden Valley Lake Community Services District (the "District") previously cited the properties in Exhibit A for a Defaulting Bill (as defined in Resolution No. 2008-02); and

WHEREAS, notice of a public hearing to determine the amount of the Default Balance (as defined in Resolution No. 2008-02) under a Defaulting Bill was mailed to property owners listed in Exhibit A; and

WHEREAS, notice of said public hearing was published in accordance with Section 6066 of the California Government Code; and

WHEREAS, in accordance with Resolution No. 2008-02, said public hearing was conducted on September 15, 2015 at 7:00 p.m. at 19400 Hartmann Road, Boardroom, Hidden Valley Lake, California; and

WHEREAS, it is necessary for the District to recover the Default Balance; and

WHEREAS, the District has satisfied all notice and hearing requirements under Section 61115 of the California Government Code; and

NOW, THEREFORE, BE IT RESOLVED, the District Board of Directors hereby adopts Resolution No.2015-20 confirming the Default Balance in the amount of \$265.35; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, the District does direct the Staff to file a lien for the unpaid Default Balances listed in Exhibit A in the amount of \$265.35.

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced and adopted by the Board of Directors of the Hidden Valley Lake Community Services District, County of Lake, State of California, on the 15th day of September, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said District this 21 day of July, 2015.

Jim Freeman President of the Board of Directors

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Lake

On _____ before me, Tami Ipsen Notary Public,

personally appeared Jim Freeman who proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed to the within instrument and acknowledged to me that they executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Seal)

PROPERTY LIENS - SEPTEMBER 2015

EXHIBIT A

A \$10 FILING FEE HAS BEEN ADDED

NAME	ADDRESS	APN	AMOUNT
David Ginn	17925 Bunker Road	141-262-06	265.35
			<u>265.35</u>

**ACTION OF
HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT**

DATE: September 15, 2015

AGENDA ITEM: Discussion and Possible Action: Adoption of resolution 2015-21 declaring intention to refund bonds to levy reassessment as security for refunding bonds and to continue the lien of the original assessment

RECOMMENDATIONS:

Adopt Resolution 2015-21 of the Board of Directors of the Hidden Valley Lake Community Services District declaring intention to refund the outstanding bonds of the sewer system assessment district No. 1, to levy reassessments as security for the refunding bonds and to continue the lien of the original assessments on certain parcels of property in the assessment district.

FINANCIAL IMPACT:

Potential minimum savings of \$619,330 at maximum interest rate of 3.95%.

BACKGROUND:

Currently the Hidden Valley Lake Community Services District Improvement Bonds Sewer Assessment District No. 1 Series 95-2 interest rate is 5.5%. Staff has been working diligently on refunding the balance owed, \$3,410,000, and finance at a lower interest rate. This resolution will initiate the process to confirm a definitive interest rate and savings. It will authorize the Interim General Manager to have NBS assist in the reassessment proceedings, prepare and file with the Board of Directors report containing all the matters required by Section 9523 of the Streets and Highway Code of the State of California and authorizes to engage Kutak Rock LLP to serve as bond and disclosure counsel to the District in connection with the issuance of the Refunding Bonds.

APPROVED
AS RECOMMENDED

OTHER
(SEE BELOW)

Modification to recommendation and/or other actions:

I, Tami Ipsen, Secretary to the Board, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular board meeting thereof held on September 15, 2015 by the following vote:

- Ayes:
- Noes:
- Abstain:
- Absent

Secretary to the Board

AGENDA ITEM: 11

REFUNDING OF SEWER SYSTEM ASSESSMENT DISTRICT NO. 1 SERIES 1995-2

PRESENTED BY: Coleen Blakey, Interim Accountant/Controller

In May, 2015, I was contacted by Municipal Capital Markets Group, Inc. about refunding the principal balance of the 1995-2 loan from the current 5.5% to as low as 3.5%. The rate reduction could save as much as 1.2 million dollars in interest payable; a savings that would be realized by the property owners with outstanding assessments within the District.

I was provided with the names of seven California public agencies who had refunded similar USDA loans through Municipal Capital Markets Group (MCM). The responses were consistently favorable. The process was fairly easy and the results saved hundreds of thousands of dollars.

I then contacted the District's consultant, NBS Government Finance Group (NBS) to verify MCM's reputation. NBS researched through the finance industry and responded favorably. I was cautioned to make certain the cost of issuance doesn't negate the savings.

I received an email from USDA in support of refunding the balance of the loan to reduce the interest rate.

Over the course of the next three months, additional discussions clarified the loan options and possible costs/savings associated with each option. On July 13, 2015, a representative from MCM visited the District to introduce himself and to answer any questions we may have. Present at the meeting were Chris Perlitz of MCM, Roland Sanford, Tami Ipsen and myself. By mid-August I was working with MCM's counsel to provide original resolutions and loan documents, financial background along with current funding information, delinquency rates and the methodology for adding assessments to the local property tax roll.

Meanwhile, MCM has contracted NBS to reengineer the assessments; that is, the assessments for each effected property must be restructured so that the savings are realized at that level. I have been informed that the cost for this is \$20,000 and will be spread among the assessments.

What you have before you this evening is the result of the work by all parties as of this stage. The resolution is "intent" only. The actual interest rate will likely be lower than 3.95%. The matter will be brought before you for consideration and approval when the actual interest rate and terms have been offered.

RESOLUTION NO. 2015-21

RESOLUTION OF THE BOARD OF DIRECTORS OF THE HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT DECLARING INTENTION TO REFUND THE OUTSTANDING BONDS OF THE SEWER SYSTEM ASSESSMENT DISTRICT NO. 1, TO LEVY REASSESSMENTS AS SECURITY FOR THE REFUNDING BONDS AND TO CONTINUE THE LIEN OF THE ORIGINAL ASSESSMENTS ON CERTAIN PARCELS OF PROPERTY IN THE ASSESSMENT DISTRICT

WHEREAS, on August 16, 1995, the Hidden Valley Lake Community Services District (the "District") issued and sold bonds for the Sewer System Assessment District No. 1 designated "Hidden Valley Lake Community Services District Improvement Bonds Sewer System Assessment District No. 1 Series 1995-2," and such bonds remain outstanding in the aggregate principal amount of \$3,410,000 (the "Outstanding Bonds"); and

WHEREAS the Board of Directors (the "Board of Directors") of the District has been advised by the Interim General Manager of the District that, due to favorable municipal bond interest rates, the Outstanding Bonds can be refunded at a significant savings in annual debt service to the property owners within the Assessment District; and

WHEREAS, the Board of Directors has determined, based on such advice, that the public interest requires the refunding of the Outstanding Bonds as permitted by and pursuant to proceedings to be conducted in accordance with the Refunding Act of 1984 for 1915 Improvement Act Bonds, constituting Division 11.5 (commencing with Section 9500) of the Streets and Highways Code of the State of California (the "Refunding Act");

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE BOARD OF DIRECTORS OF THE HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT, AS FOLLOWS:

Section 1. Refunding; Continuation of Liens of Original Assessments. The Board of Directors determines that the public interest requires the refunding of the Outstanding Bonds and declares its intention to refund the Outstanding Bonds, to issue bonds to refund the Outstanding Bonds (the "Refunding Bonds") and to levy reassessments on the parcels of property in the Assessment District as security for the Refunding Bonds, all pursuant to the Refunding Act. It is further the intention of the Board of Directors to continue the liens of the original assessments levied on parcels of property in the Assessment District, and which secure the payment of the principal of and interest on the Outstanding Bonds, as security for the payment of the unpaid installments of such assessments and the penalties and interest thereon, including the installments of such assessments which have been posted to and are to be collected on the tax assessment roll for the 2015-16 fiscal year and all unpaid and delinquent installments of such assessments which were posted to the tax assessment roll for prior fiscal years.

Section 2. Report. The Interim General Manager is authorized and direct to have NBS, a firm employed by the District to assist the District in the reassessment proceedings which are to be conducted pursuant to the Refunding Act (the "Reassessment Engineer"), prepare and file with the Board of Directors a report containing all of the matters required by Section 9523 of the Streets and Highways Code of the State of California (the "Report"). In preparing the Report, the Reassessment Engineer shall assume that the District will advance the maturity of all of the

Outstanding Bonds to November 2, 2015, and that in refunding the Outstanding Bonds, the District will pay the principal amount thereof and accrued interest thereon to November 2, 2015, without premium. The Reassessment Engineer shall further assume that the maximum interest rate on the Refunding Bonds will be 3.95% per annum. Upon receipt of the Report, the Interim General Manager shall present it to the Board of Directors for consideration.

Section 3. Reserve Fund. The District declares its intention, to the extent necessary to complete the sale of the Refunding Bonds, to provide in the resolution authorizing the issuance of the Refunding Bonds for the establishment from the proceeds of the sale of the Refunding Bonds of a special reserve fund for the Refunding Bonds pursuant to Part 16 (commencing with Section 8880) of Division 10 of the Streets and Highways Code of the State of California. The estimated amount of the special reserve fund, to the extent deemed necessary, shall be included in the total amount of the reassessments and shall be separately identified in the Report to be prepared pursuant to Section 2 hereof.

Section 4. Maximum Interest Rate on Refunding Bonds. The maximum rate of interest on the Refunding Bonds shall not exceed 3.95% per annum.

Section 5. Delinquent Assessment Installments. The Interim General Manager and the Reassessment Engineer shall determine and make a recommendation to the Board of Directors as to whether it is in the best interests of the District and the owners of parcels of property in the Assessment District as to which annual installments of the assessments thereon are unpaid and delinquent to include such delinquent installments, and the penalties and interest thereon, in the reassessments which will be levied on such parcels as security for the payment of the principal of and interest on the Refunding Bonds.

Section 6. No District Obligation. The Board of Directors determines, pursuant to Section 8769 of the Streets and Highways Code of the State of California, that the District will not obligate itself to advance available funds from the District Treasury to cure any deficiency which may occur in the bond redemption fund for the Refunding Bonds.

Section 7. Bond and Disclosure Counsel. The Board of Directors further authorizes the Interim General Manager to engage Kutak Rock LLP to serve as bond and disclosure counsel to the District in connection with the issuance of the Refunding Bonds, with compensation for such services to be paid from the proceeds of the Refunding Bonds.

PASSED AND ADOPTED ON this 15th day of September, 2015 by the following vote:

AYES

NOES

ABSENT

ABSTAIN

Jim Freeman, President of the Board of Directors
Hidden Valley Lake Community Services District

Attest:

Tami Ipsen, Secretary to
the Board of Directors

**ACTION OF
HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT**

DATE: September 15, 2015

AGENDA ITEM: Discussion and Possible Action: Authorize President of the Board Jim Freeman to enter into agreement with Municipal Capital Markets Group

RECOMMENDATIONS:

Approve to authorize President of the Board to enter into agreement with Municipal Capital Markets Group

FINANCIAL IMPACT:

Potential minimum savings of \$619,330 at maximum interest rate of 3.95%.

BACKGROUND:

The Municipal Capital Markets (MCM) Agreement is part of the process to initiate the refunding of 1995 USDA bond and to authorize MCM to underwrite the 1995 USDA bond with the responsibility pursuant to this Agreement shall be to purchase and or place the resulting Bond at a mutually agreeable interest rate and/or if there's benefit to the District to obtain a rating.

APPROVED
AS RECOMMENDED

OTHER
(SEE BELOW)

Modification to recommendation and/or other actions:

I, Tami Ipsen, Secretary to the Board, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular board meeting thereof held on September 15, 2015 by the following vote:

Ayes:

Noes:

Abstain:

Absent

Secretary to the Board

INVESTMENT BANKING AGREEMENT

This is an agreement made the ___ day of , 2015, by and between **Municipal Capital Markets Group, Inc.** ("MCM") having offices at 8400 East Prentice Ave., Suite 500 Greenwood Village, CO 80111, and **Hidden Valley Lake CSD** ("HVL") having its offices at 19400 Hartmann Rd, Hidden Valley Lake, CA 95467 .

Whereas, MCM is engaged in the business of providing Investment Banking services to governmental entities interested in underwriting and/or selling debt instruments ("Bonds/Notes") in the capital markets to secure project financing; and

Whereas HVL may resolve to refinance the current 1995 USDA bonds for the purpose of saving future cash flow (the "Project"); and

Now therefore in consideration of the mutual covenants set forth herein, MCM and HVL hereby agree as follows:

- 1. Engagement.** HVL hereby engages MCM as Investment Banker to underwrite all Bonds. MCM's responsibility pursuant to this Agreement shall be to purchase and or place the resulting Bonds at a mutually agreeable interest rate and/or if there's a benefit to HVL obtain a rating.
- 2. Investment Banking Fees and MCM Expenses.** MCM will underwrite the notes and pay all issuance costs including but not limited to: Bond Counsel, Disclosure Counsel, Tax Opinion, Trustee Costs, and/or documentation and printing costs. Fees and expenses will be paid by MCM's investor clients through the sale of the bonds at a premium.
- 3. Other Fees and Expenses.** MCM will cover all potential fees including but not limited to: Trustee Costs, Registration Costs, Bond Counsel Costs, Assessment Costs, and other cost of issuance, etc.
- 4. Term of Agreement.** This agreement will be an agreement for a term of six months from the dated date of the Agreement, and will automatically be renewed annually unless cancelled by either party on the renewal date or within 20 days before the renewal date.
- 5. Best Efforts Basis.** MCM hereby agrees that MCM shall be under no obligation to purchase the bonds or to place the Bonds with Investors and/or Broker/Dealers, and MCM agrees that HVL shall be under no obligation to sell bonds. It is understood by and amongst the parties that placement of the Bonds shall be solely on a "best efforts" basis, however MCM agrees to devote whatever time and effort is necessary to place the Bonds in a professional manner.
- 6. Independent Contractor Status.** Nothing set forth in this agreement shall in any way be construed to create a relationship between MCM and HVL other than that of independent contractor. MCM will be acting as a principal for its own account and shall not be an agent of HVL. Upon closing of the financing, MCM will purchase the Bonds for its own account.
- 7. Amendment.** This Agreement may be amended only by a writing signed by both parties.
- 8. Benefit.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.
- 9. Entire Agreement.** This Agreement contains the entire agreement of the parties hereto and no modification of this Agreement shall be valid or binding unless the same is in writing and signed by both parties.
- 10. Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

11. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect.

Hidden Valley Lake CSD

By: _____

President of the Board Jim Freeman

Municipal Capital Markets Group, Inc.
Christopher Perlitz
Director of Business Development



By:

**ACTION OF
HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT**

DATE: September 15, 2015

AGENDA ITEM: Discussion and Possible Action: Adopt Resolution 2015-22 to initiate Drought Surcharge effective October 1, 2015

RECOMMENDATIONS: It's recommended that the Board implement our District's volumetric "drought surcharge rates" at the drought stage 2 to offset revenue shortfalls resulting from State imposed mandates. If accepted, the drought surcharge rates would remain in effect no longer than the corresponding State imposed mandate.

FINANCIAL IMPACT: Currently we charge \$1.86/ccf. The drought stage 2 (20% use reduction) is \$2.61/ccf.

BACKGROUND: Around April 1st of this year, Governor Brown, in an executive order, directed the State Water Resources Control Board to impose a 25 percent reduction. Our District's customers successful efforts to cut back its water usage, has as expected, reduced our revenue from the sale of water.

APPROVED
AS RECOMMENDED

OTHER
(SEE BELOW)

Modification to recommendation and/or other actions:

I, Tami Ipsen, Secretary to the Board, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular board meeting thereof held on September 15, 2015 by the following vote:

- Ayes:
- Noes:
- Abstain:
- Absent:

Secretary to the Board

RESOLUTION 2015-22

**RESOLUTION OF THE HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS ENACTING DROUGHT SURCHARGE RATE**

WHEREAS, on January 17, 2014 Governor Jerry Brown declared a drought state of emergency in response to ongoing and potentially worsening drought conditions, and has called on all Californians to voluntarily reduce water usage by 20 percent; and

WHEREAS, on April 1, 2015 Governor Brown Governor mandated for a 25 percent statewide reduction in urban water use, as compared to 2013; and

WHEREAS, on July 21, 2015 the Hidden Valley Lake Community services District held a public hearing adopting new water rates that included a drought surcharge fee schedule to offset revenue shortfalls resulting from the State imposed mandates; and

WHEREAS, the Board of Directors, at their discretion, can implement any of the four drought stages and would remain in effect no longer than the State imposed mandate;

NOW THEREFORE BE IT RESOLVED, that the Hidden Valley Lake Community Services District Board of Directors will implement Drought Surcharge Stage 2 (20% use reduction) to offset revenue shortfalls effective October 1, 2015.

PASSED AND ADOPTED on September 15, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jim Freeman
President of the Board of Directors

ATTEST:

Tami Ipsen
Secretary to the Board of Directors

WATER AND SEWER RATE SCHEDULE

2015 - 2020

WATER RATES BY FISCAL YEAR

The District's monthly water rates consist of two components, a "fixed" charge and a "volumetric charge". The fixed charge is determined by the size of the meter, while the volumetric charge is determined by the amount of water used. A fixed charge will be assessed on every installed meter, whether or not water is used. In order to avoid the fixed charge, the meter must be physically removed from the property by the District. Volumetric charges are determined by the amount of water used each month. The "standard" monthly fixed and volumetric water charges for fiscal years 2015-2016 through 2019-2020 are as follows:

Standard Water Rates					
	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20
Fixed Service Charge					
Monthly Service Charge by Meter Size:					
5/8 - inch	\$27.54	\$30.57	\$33.93	\$36.65	\$39.58
3/4 - inch	\$40.37	\$44.81	\$49.74	\$53.72	\$58.02
1 - inch	\$66.04	\$73.30	\$81.37	\$87.88	\$94.91
1 1/2 - inch	\$130.20	\$144.52	\$160.42	\$173.25	\$187.11
2 - inch	\$207.19	\$229.99	\$255.28	\$275.71	\$297.75
Volumetric Charges					
Uniform Rate (\$/100 Cubic Feet)	\$1.86	\$2.07	\$2.30	\$2.48	\$2.68

The District, at the Board of Director's discretion, may implement "drought" water rates to offset revenue shortfalls resulting from State imposed mandates – most notably, State imposed water conservation mandates. Drought water rates, when implemented, will remain in effect no longer than the corresponding State imposed mandate responsible for the revenue shortfall. The monthly fixed charges associated with the drought water rates are identical to those of the standard water rates. However, the volumetric charges differ from those of the standard water rates and vary, depending upon the projected severity of the revenue shortfall.

The volumetric charges associated with the drought water rates consists of four "stages". The first drought stage (Drought Stage 1) may be implemented when State imposed mandates are expected to result in at least a 10 percent reduction in potable water use. Similarly, the Drought Stage 2 rate may be implemented when State imposed mandates are expected to result in at least a 20 percent reduction in potable water use, the Drought Stage 3 rate may be implemented when State imposed mandates are expected to result in at least a 30 percent reduction in potable water use, and the Drought Stage 4 rate may be implemented when State imposed mandates are expected to result in at least a 40 percent reduction in potable water use. The drought monthly fixed and volumetric water charges for fiscal years 2015-2016 through 2019-2020 are as follows:

Drought Water Rates					
	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20
Fixed Service Charge					
Monthly Service Charge by Meter Size:					
5/8 - inch	\$27.54	\$30.57	\$33.93	\$36.65	\$39.58
3/4 - inch	\$40.37	\$44.81	\$49.74	\$53.72	\$58.02
1 - inch	\$66.04	\$73.30	\$81.37	\$87.88	\$94.91
1 1/2 - inch	\$130.20	\$144.52	\$160.42	\$173.25	\$187.11
2 - inch	\$207.19	\$229.99	\$255.28	\$275.71	\$297.75
Volumetric Charge—drought Rates (\$/100 Cubic Feet)					
Drought Stage 1 (10% use reduction)	\$2.33	\$2.59	\$2.87	\$3.10	\$3.35
Drought Stage 2 (20% use reduction)	\$2.61	\$2.90	\$3.22	\$3.47	\$3.75
Drought Stage 3 (30% use reduction)	\$2.80	\$3.10	\$3.45	\$3.72	\$4.02
Drought Stage 4 (40% use reduction)	\$3.11	\$3.45	\$3.83	\$4.14	\$4.47

**ACTION OF
HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT**

DATE: September 15, 2015

AGENDA ITEM: Discussion and Possible Action: Reallocate 2015-2016 Capital Expenditures

RECOMMENDATIONS: Approve the proposed reallocation funds to offset Capital Expenditures as recommended by the Interim Accountant/Controller

FINANCIAL IMPACT: None.

BACKGROUND: In preparation of anticipated hard winter storm events, the District would like to proceed with as many Capital Projects that would benefit operations during this period. Coleen has proposed reallocation of funds that she explains in her report.

APPROVED
AS RECOMMENDED

OTHER
(SEE BELOW)

Modification to recommendation and/or other actions:

I, Tami Ipsen, Secretary to the Board, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular board meeting thereof held on September 15, 2015 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Secretary to the Board

AGENDA ITEM: #14

**CALIFORNIA INFRASTRUCTURE & ECONOMIC DEVELOPMENT BANK (CIEDB)
ANNUAL CERTIFICATION AND DEBT COVERAGE RATIO**

PRESENTED BY: Coleen Blakey, Interim Accountant/Controller

Since the creation of the rate stabilization account on July 10, 2010, the \$201,000 balance in the account has not been included in the calculation of the annual debt service ratio. The result has been non-compliance with the District's requirement to have sufficient revenues to maintain a 110% maximum annual debt service ratio. This has been a material finding by the District's auditor when in fact, the District has maintained not only an acceptable level of funding, but has exceeded the requirement.

Prior to completing the Annual Certificate for the Enterprise Fund Sale Agreement, a discussion between the CIEDB and myself clarified "revenue" as it applies to the ratio. Not only is the rate stabilization considered as revenue, the reserve fund balance, \$170,000 could also be included in the debt service ratio. The addition of these two balances resulted in a debt service ratio of 271.72%ⁱ

In the course of the discussions, the balance requirement for the rate stabilization was questioned. On June 25, 2015, I made a written inquiry to the CIEDB requesting relief of a portion of these funds. The inquiry identified the distribution of revenues from water use and the balances of the rate stabilization account and reserve fund.ⁱⁱ

On August 12, 2015, I received a written response from the CIEDB Bank. Paragraph two of the response states, "*The District may reduce the rate stabilization fund; but it will still be required to comply with the Section 5.06 Maintenance of System Revenues on the Agreement*".ⁱⁱⁱ

Based upon the response, it's my recommendation that the District return \$101,000 of the \$201,000 loan to the stabilization account from the sewer bond foreclosure fund to the unrestricted sewer capital fund. This reduces the loan balance and provides funding for the following capital projects:

1. New roof for the administration building	\$ 40,000
2. Security fencing at lift stations 1 and 4	10,000
3. SCADA hardware for lift stations	17,000
4. Completion of revised SSMP	9,000
5. Install the treatment plant inflow meter	<u>25,000</u>
	\$101,000

ⁱ Debt Service Coverage Calculations, Attachment A

ⁱⁱ June 25, 2015 Letter to ISRF Unit Manager

ⁱⁱⁱ August 12, 2015 Letter from CIEDB Bank



Hidden Valley Lake Community Services District

CAPITAL EXPENDITURES 2015-2016 APPROVED BUDGET

SEWER		Original Budget	Amended Budget
Repair sewer Lateral Leaks	Carryover project from FY 2014-15	70,000	70,000
Complete Revised Sewer System Management Plan	Carryover project from FY 2014-15	9,000	9,000
Install Security Fencing at Lift Station 1 & 4	Put on hold	10,000	10,000
New Roof at Administration Building	Omission in original budget		40,000
New Pickup Truck	New truck may be leased in lieu of \$35,000 purchase	35,000	35,000
SCADA Hardware for Lift Stations		17,000	17,000
Prelim Design – Chlorine Disinfection Facility	Put on hold	50,000	50,000
Crazy Creek Land Purchase	Updated cost \$128,000	120,000	128,000
CL2 Basin – 2 Flowmeter Replacements		9,000	9,000
Install Treatment Plant Inflow Meter		25,000	25,000
Backup Generators for Lift Stations 2, 3, 5, 6 Hardester's	Originally to be loan funded; now out of pocket	190,000	190,000
Retrofit Lift Station 7 & Install Backup Generator	Originally to be loan funded; now out of pocket	110,000	110,000
Total		645,000	693,000

Fund 313 – Wastewater Capital Facilities, Restricted <i>(to fund backup generators for lift stations)</i>	300,000
Fund 314 – Wastewater Capital Facilities, Unrestricted <i>(may be used for all capital improvements)</i>	293,000
Partial repayment of loan to CIEDB Rate Stabilization Account <i>(loan from fund 712; sewer bond foreclosures – unrestricted)</i>	100,000
Total Capital Expenditure:	\$ 693,000



California Infrastructure and Economic Development Bank

August 12, 2015

RECEIVED

AUG 17 2015

Coleen Blakey
Accountant/Controller
Hidden Valley Lake Community Services District
19400 Hartmann Road
Hidden Valley Lake, CA 95467

Re: Request to reduce to Rate Stabilization Account balance

Dear Ms. Blakey,

We are in receipt of your June 25, 2015, letter requesting a reduction in the balance of the rate stabilization account.

The rate stabilization fund is not a requirement of the District's Installment Sale Agreement (the Agreement); however, on July 20, 2010, the District created the rate stabilization account to comply with Section 5.06 *Maintenance of System Revenues* that requires sufficient revenues to maintain a 110% Maximum Annual Debt Service ratio. The District may reduce the rate stabilization fund; but it will still be required to comply with the Section 5.06 Maintenance of System Revenues on the Agreement.

According to the Agreement, the definition of "System Revenues" does not include monies on deposit in debt service fund. It does allow monies on deposit in rate stabilization fund to be used in meeting the 110% Maximum Annual Debt Service ratio. The District will need to assure sufficient monies are in the rate stabilization fund until the District's new rate structure provides sufficient revenue to meet this required coverage ratio.

I hope this letter will provide the District with the guidance it seeks. If you have any questions, please call me at (916) 341-6703.

Sincerely,

Tad Thomas
ISRF Program Manager

**ACTION OF
HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT**

DATE: September 15, 2015

AGENDA ITEM: Discussion and possible action: Approval of Employee Handbook

RECOMMENDATIONS:

Approve District Employee Handbook.

FINANCIAL IMPACT:

None.

BACKGROUND:

The Personnel Committee has completed the review of the Employee Handbook. The Employee handbook has been reviewed by legal counsel for compliance with employee labor laws for the State of California and Federal, including Family Medical Leave Act and Fair Labor Standards Act.

APPROVED
AS RECOMMENDED

OTHER
(SEE BELOW)

Modification to recommendation and/or other actions:

I, Tami Ipsen, Secretary to the Board, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular board meeting thereof held on September 15, 2015 by the following vote:

Ayes:

Noes:

Abstain:

Absent

Secretary to the Board



**HIDDEN VALLEY LAKE
COMMUNITY SERVICES DISTRICT**

**EMPLOYEE HANDBOOK
2015**

Revised September 15, 2015

HIDDEN FALLEY LAKE COMMUNITY SERVICES DISTRICT

EMPLOYEE HANDBOOK

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RULE 1 – GENERAL PROVISIONS

Section 1.1: AUTHORITY. The following rules, policies, and procedures are promulgated under the authority of the Hidden Valley Lake Community Services District. This Employee Handbook shall be adopted and amended by resolution of the Board of Directors.

Section 1.2: PURPOSE. The purpose of this Employee Handbook is to establish a system of personnel administration based on merit principles. These merit principles include:

- A. Recruiting, selecting, and advancing employees on the basis of their relative ability, knowledge and skills, including open consideration of qualified applicants for initial appointment.
- B. Providing equitable and adequate compensation.
- C. Training employees as needed, to assure high quality performance.
- D. Retaining employees on the basis of the adequacy of their performance, correcting inadequate performance and separating employees whose inadequate performance cannot be corrected.
- E. Assuring impartial treatment of applicants and employees in all aspects of personnel administration without regard to political affiliation, race, religion, color, sex, age, marital status, sexual orientation, national origin, or handicap and with proper regard for their privacy and constitutional rights as citizens.

Section 1.3: APPLICATION. The provisions of these rules, policies and procedures shall apply to all offices, positions and employments in the services of the District.

Section 1.4: SCOPE. This chapter is a compilation of rules, policies and procedures which govern and affect personnel administration for all employees of the District, pursuant to the purposes outlined in Section 1.2 herein, unless specified otherwise. The rules, policies, and procedures incorporated herein shall not preclude the development of internal rules, policies and operating procedures within the organization nor the development of personnel or administrative policies and procedures governing the implementation of these rules, policies, and procedures.

Section 1.5: SEVERABILITY. If any provision of these rules, policies, and procedures or the application of such provision to any person or circumstance shall be held invalid, the remainder of the rules, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Section 1.6: APPOINTING AUTHORITY. As used in these Rules, the Appointing Authority shall be the General Manager or his/her designee(s).

Section 1.7: DRESS CODE.

A. General Policy

The Hidden Valley Lake CSD requires employees to always appear for work in attire that is "professional" and suitable for the work setting. This may vary slightly from one area to another depending on the nature of the work, exposure to the general public, customers, and the environment. Our appearance should always reflect what is appropriate for our job, work setting, and personal safety.

This policy is intended to describe guidelines on what is considered appropriate dress for the workplace. These guidelines are not intended to be all-inclusive, but rather should help set the general parameters for appropriate attire, and allow employees to use good judgment and common sense about items not specifically addressed. However, the General Manager will have the discretion to make the final determination on what constitutes professional and suitable dress for the work setting in a particular situation.

B. Personal Hygiene, Piercings and Tattoos

Personal appearance and hygiene play an important role in projecting a professional image in the community and to the customers we serve.

- Good personal hygiene is required.
- Clothing must be clean, pressed, in good condition and fit appropriately.
- Footwear must be appropriate for the work environment and functions being performed.
- Jewelry is acceptable except in areas or near equipment where it constitutes a health or safety hazard.
- Hair must be neat, clean and well groomed. If necessary for the functions being performed, long hair must be secured (tied back to prevent potential for being caught in equipment). (No artificial hair colors e.g. pink, green, etc. that would be deemed unprofessional).
- Sideburns, mustaches and beards must be maintained in a neat and well-groomed fashion.
- Clothing must not interfere with the safe operation of equipment.
- 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 one or two sets of reasonably-sized earrings in the ear lobes.
- Any non-conforming piercing shall be removed, covered with a bandage, or replaced with a clear, plastic spacer.
- Tattoos that are obscene, sexually explicit, and discriminatory as to sex, race, religion or national origin, extremist, gang-related, and/or diminish the effectiveness of the employee's professionalism must be covered, and not visible to staff, customers or visitors.
- No tattoos are allowed anywhere on the head, face, or neck.
- Any non-conforming tattoos must be covered with clothing or a bandage while at work or removed.
- If an employee has a question about how the piercing or tattoo policy applies to them, the matter should be immediately raised with their supervisor for consideration and determination.

C. Professional Business Office Attire

The intent of professional business attire is to ensure that personnel are dressed appropriately to meet with the public at a moment's notice. Footwear should be selected according to the type of work performed, keeping safety, comfort, and professional appearance in mind. Athletic shoes, tennis shoes, and hats are not permitted.

- Sample professional business attire for men include:
 - dress pants
 - collared button down dress shirt without a tie
 - polo-type shirt
 - dress shirt
 - Appropriate footwear for men includes wing tips, loafers, or rubber sole shoes with socks
- Sample professional business attire for women include:
 - dresses or suits with either skirts or slacks
 - skirt or dress slacks
 - blouse and/or sweater
 - Appropriate footwear for women includes heels, loafers, or rubber sole shoes

D. Field Staff Attire

Employees whose primary District responsibility is in the field, or whose regular job duties include physical lifting may wear appropriate casual clothing (including jeans) at all times. District purchased shirts must be worn at all times while on duty. Additionally, all personal safety equipment must be worn at all times, including steel toed boots and reflective vests. Hats that are not obscene, sexually explicit and discriminatory as to sex, race, religion or national origin, extremist, gang-related or that diminish the effectiveness of the employee's professionalism may be worn to protect employees from sun exposure.

E. Casual Friday

The District recognizes the growing popularity of casual business dress and the positive effects of this shift to boost employee morale, improve quality, encourage more open communication and increased productivity, therefore, creating a more comfortable work environment. Therefore, the District employs a "Casual Friday" policy, wherein our employees are welcome to wear workplace appropriate jeans (no rips, tears or stains), and running shoes (no rips, tears or stains).

While Casual Friday allows our employees to dress in a more casual fashion, employees should take into account the necessity to continually conduct themselves in a professional fashion, and dress in such a way that will not create a negative perception by customers, either internal or external.

RULE 2 – DEFINITION OF TERMS

Section 2.1: TERMS. Terms used in these rules are defined as follows:

ALLOCATION means the assignment of an individual position an appropriate classification on the basis of the type, difficulty and responsibility of the work performed in the position. As used in this Employee Handbook, employees are appointed to positions, and positions are allocated to classes.

ANNIVERSARY DATE means the date recurring yearly upon an employee's regular appointment or date of hire.

APPOINTING AUTHORITY means the General Manager is the appointing authority.

APPOINTMENT means the employment of a person in a position. Types of appointment include:

Original Appointment means the person's first appointment as a District employee.

Provisional Appointment means the employment of a person to a vacant position for no more than a six month period for emergency or in interim conditions. The General Manager may extend a provisional appointment for up to an additional six month period.

Probationary Appointment means the probationary employment of a person in a regular position. A probationary appointment is for a specified period during which job performance is evaluated as the basis for consideration for regular appointment.

Regular Appointment means the employment of a person in a regular position, following the successful completion of a probationary period.

Promotional Appointment means the probationary employment of an employee in a regular position following a promotion.

Temporary Appointment means an employee hired into a position of limited duration or for completion of a specific task or project without following the rules regarding recruitment and selection. Temporary employees serve at the pleasure of the appointing authority and may be removed at any time without cause, notice or any right of appeal. Temporary employees are not eligible for benefits other than those required by state or federal law.

CERTIFICATION means the process whereby the Administrative Services Officer identifies for an Appointing Authority eligible individuals who have successfully completed all qualifying requirements for appointment and appear on an employment list.

CLASS means a group of positions sufficiently similar in duties, responsibilities, authority and qualifications for employment to permit combining them under a single title and equitable application of common standards of selection and compensation.

CLASSIFICATION PLAN means the designation of a title for each class together with the specification for each class as prepared and maintained by the Administrative Services Officer.

CLASS SPECIFICATION means a written description of a class setting forth factors and conditions which are essential characteristics of positions in that class.

CONTINUOUS SERVICE means the employment without break or interruption of an employee having a probationary or regular appointment.

DATE OF HIRE means the date of an employee's original appointment to the District.

DISCHARGE means the involuntary separation of an employee from the service of the District.

ELIGIBLE APPLICANT means a person whose name is on an employment list.

EMPLOYEE means a person occupying a position. Types of employee include:

At Will Employee means an employee serving at the pleasure of the appointing authority who can be separated from employment for no cause.

Provisional Employee means an employee who has a provisional appointment to a vacant position pending the selection process as provided in Rule 5 for no more than a six month period or, upon specific action by the General Manager, up to a second six month period for a total provisional appointment of 12 months.

Temporary Employee means an employee in a position of limited duration.

Probationary Employee means an employee who has a probationary appointment.

Regular Employee means an employee who has successfully completed the probation period.

Part-Time Employee means an employee who works less than full-time on a daily, weekly, monthly or annual basis.

Full-Time Employee means an employee who works on a full-time basis on a daily, weekly, monthly or annual basis, as defined by organizational working schedules.

Exempt Employee means an employee who is paid on a salary basis and is not subject to the requirements of the Fair Labor Standards Act.

Non Exempt Employee means an employee who is paid on an hourly basis and is subject to all Fair Labor Standards Act.

OPEN EMPLOYMENT LIST means a list of names of persons who have taken an open competitive examination for a class and have qualified.

EXAMINATION means any device or procedure used in the selection process to measure applicant abilities and suitability for a position including, but not limited to, oral interviews, written tests, performance tests, evaluation of performance during probation, and an evaluation of education and experience. The types of examination processes include the following:

Open Competitive Examination means an examination for a particular class which is open to all persons meeting the minimum qualifications for the class.

HOURLY RATE means the amount paid to an employee for each hour worked. The hourly rate may be any amount within a specific hourly wage range.

IMMEDIATE FAMILY means for the purposes of this Employee Handbook, an employee's father, mother, wife, husband, brother, sister, daughter, son, adopted daughter, adopted son, grandparents, grandchildren, brothers and sisters having one parent in common, and those relationships generally called "step," providing persons in such relationships have lived or have been raised in the family home and have continued an active family relationship.

LAYOFF means the abolishment of a position or positions due to reorganization, reassignment, lack of work to be accomplished, or lack of funds.

LEAVE means authorized or unauthorized absence from an employee's place of work.

OVERTIME means time worked in excess of 40 hours in one workweek.

PERSONNEL ACTION means any action taken with reference to appointment, compensation, promotion, transfer, layoff, dismissal, discipline, commendations or any other action affecting the status of employment.

ADMINISTRATIVE SERVICES OFFICER means the position so designated by the General Manager within the District's classification system.

POSITION means a combination of current duties and responsibilities requiring the full-time, part-time or temporary services of an employee.

PROBATIONARY PERIOD means a trial period during which an employee is required to demonstrate his/her fitness for the actual performance of the assigned duties of the position.

PROMOTION means the advancement of an employee from a position in one class to a position in another class having a higher maximum rate of pay.

REASSIGNMENT means the change of an employee from one class to another class which is not due to a significant change in kind, difficulty or responsibility of the work performed in the position.

RECLASSIFICATION means a change in the classification level of an individual position by raising the level to a higher class, reducing it to a lower class, or by moving it to another class at the same level on the basis of significant changes in kind, difficulty or responsibility of the work performed in the position.

REDUCTION IN PAY means a salary decrease within the limits of the pay range established for a class.

REGULAR POSITION means a full-time or part-time position authorized and funded in the District's budget.

RETIREMENT SERVICE means the voluntary separation of a regular employee from a regular position after becoming eligible for and applying to the California Public Employees Retirement System for retirement benefits.

RETIREMENT DISABILITY means the separation of an employee due to physical or mental inability to perform the duties of the position after an employee has become eligible for benefits under the California Public Employees Retirement System.

SALARY RANGE means the minimum, maximum and intermediate salary rates, or hourly wage rates which may be paid to an employee within a class.

SEPARATION means the termination of an employee's employment with the District because of retirement, resignation, death or dismissal.

SUPERVISOR means an employee with the responsibility of organizing, directing and evaluating the work of other employees.

SUSPENSION means the temporary and involuntary separation for a specified period of time of an employee from a position for disciplinary purposes.

TIME CARD means the document accounting an employee's actual work and leave hours in a payroll or work period.

TRANSFER means a change of an employee from one position to another position in the same class or in a comparable class.

VACANCY means an unoccupied regular position of non-limited duration for which funds have been authorized by the Board of Directors.

RULE 3 – POSITION CLASSIFICATION

Section 3.1: PURPOSE. The purpose of the classification plan is to provide a complete and continuous inventory of all classifications, to provide accurate job specifications and, to ensure that each position is allocated to the appropriate classification.

Section 3.2: CLASSIFICATION OF POSITIONS. All positions in the District are grouped into classes. Each class includes those positions sufficiently similar in duties and responsibilities to require similar education, experience, knowledge, skills, abilities, and personal characteristics.

Section 3.3: PREPARATIONS AND CONTENT OF CLASS SPECIFICATIONS. The Administrative Services Officer is responsible for preparing and maintaining class specifications for all positions. The specifications include, but are not limited to a list of examples of duties and a statement of qualifications required for appointment.

Section 3.4: INTERPRETATION OF CLASS SPECIFICATIONS. All class specifications describe typical duties that employees occupying positions in the class may properly be required to perform. Class specifications are explanatory but not restrictive. The listing of particular tasks does not preclude the assignment of other tasks of related kind or character, or requiring lesser skills.

Section 3.5: AMENDMENT. Notice of consideration of the proposed classification plan amendments or revisions shall be provided to appropriate employees at least five calendar days before change. The General Manager may amend or revise the classification plan as necessary.

Section 3.6: ALLOCATION OF POSITIONS. The General Manager will assign each position to one of the classes established by the classification plan.

Section 3.7: NEW POSITIONS. When a new position is created, the classification plan shall be amended to include a class specification for the position if it is not allocated to an existing classification. The new position will be filled in accordance with Section 5.7.

Section 3.8: RECLASSIFICATION. When the duties of the position have changed materially, the Administrative Services Officer may recommend to the General Manager the allocation of the position to a more appropriate class.

RULE 4 – COMPENSATION & BENEFITS

Section 4.1: PURPOSE. The purpose of the compensation plan is to provide equitable and adequate compensation for all employees. Employees at the District are paid pursuant to a pay system established by this Employee Handbook and pursuant to principles of public accountability.

Section 4.2: PREPARATION OF PLAN. The Board of Directors may periodically modify the District's compensation plan. The compensation plan includes, for each class, a minimum and maximum salary or hourly rate and such intermediate rates as are considered necessary, as well as supplemental, retirement, insurance and related fringe benefit provisions. The rate or pay range assigned to each class shall fairly reflect the differences in the duties and responsibilities among classes, and will take into account rates paid by other public employers for comparable work, the District's policies and financial condition, unusual problems of recruitment and turnover, and other relevant factors.

Section 4.3: ADMINISTRATION OF PLAN.

Section 4.3.1: Rates of Pay. Each employee is paid a rate of pay within the salary range for the class in which he/she is employed, as determined by the General Manager.

Section 4.3.2: Entrance Salary. An employee is appointed at the minimum rate for the class, except when the General Manager approves an appointment or reinstatement above the minimum rate. Authorization for appointment above the entrance rate must be obtained from the General Manager. In reviewing such requests, consideration will be given to the candidate's unusually high qualifications, salary history, outstanding experience, availability of other qualified candidates and the resulting salary relationships with similar positions.

Section 4.3.3: Merit Salary Adjustments. Employees may receive merit salary adjustments within the salary range applicable to their class. The purpose of the merit salary increase is to recognize individual employee performance.

Section 4.3.4: Movement To A Higher Classification. When an employee is promoted or reassigned to a class having a higher salary range, the employee may be paid at the entrance step of the assigned range. If the entrance step is the same or lower than the employee's current salary, the employee shall be paid at an intermediate rate within the range to be determined by the General Manager that will result in at least a 5% pay increase. Employees promoted to a higher classification shall change their anniversary date to coincide with the effective date of promotion.

Section 4.3.5: Movement To A Lower Classification. When an employee is reassigned to a class having a lower salary range, the employee shall be placed in the step of the lower salary range nearest to the employee's rate of pay. Employees reassigned or reclassified to a lower position shall have no change made in their anniversary date.

Section 4.3.6: Transfer. When an employee is transferred from one position to another, or from one classification to another classification having the same salary range, the employee's pay and anniversary date shall remain unchanged.

Section 4.3.7: Part-Time And Temporary Employees. Whenever an employee works for a period less than the regular number of hours in a day, days in a week, weeks in a month, or months in a year, the amount paid shall be on an hourly basis unless otherwise provided for in the Compensation Plan.

A. Permanent Part-time employees are those employees that have a regular part-time budgeted position at less than a full-time employee position, Permanent Part-time employees receive no benefits other than District paid employee and employer share of the California Public Employees Retirement System (CalPERS). No benefits includes no sick, vacation or holiday pay.

B. Part-time employees are those employees that have a regular part-time budgeted position. However, budget funds are allocated and approved in the budget allowing these part-time employees to be scheduled to work no more than an average 40 hours or less per pay period on an on-going basis. Part-time employees receive a percentage of benefits according to their hours worked. Part-time employees shall be enrolled in CalPERS after initially reaching 1,000 hours in a fiscal year. Part-time employees shall pay the employee's share of PERS themselves.

C. Employees hired on a permanent part-time basis shall be classified as part-time and specified as such on the Personnel Action Form.

D. Employees designated as part-time employees shall be responsible for the employee contribution to PERS upon eligibility. The District will contribute the "employer rate" as determined by PERS.

E. Part-time employees will not be simultaneously employed through the District payroll system and a professional services contract. Though part-time employees may be paid at different rates based on daily assignments, they must be in only one position in the payroll system.

F. The total part-time employees hours will be reviewed in the annual budget and require General Manager approval. The Administrative Services Officer shall monitor approved hours during each pay period through payroll reports.

G. The District Accountant/Controller shall notify the Administrative Services Officer and General Manager when a part-time employee is projected to work past 1,000 hours in a fiscal year, prior to being enrolled in PERS. Failure to obtain General Manager approval will result in the initiation of separation paperwork for the part-time employee.

H. Employee Status: Permanent Part-time and part-time employees serve "at the will" of the District and have no vested right to employment.

Section 4.3.8: Acting Pay. Acting for an uninterrupted period in a higher classification or rank will be compensated at the rate of pay for that higher classification or rank according to the provisions of appropriate salary and benefits plan.

Section 4.3.9: Provisional Employees. Provisional employees shall be paid salary pursuant to their position's classification as outlined in the compensation plan. Provisional employees shall receive benefits as determined by the General Manager.

Section 4.4. ON-CALL POLICY.

A. PURPOSE.

The purpose of this policy is to establish administrative and procedural guidelines and ensure compliance with the Fair Labor Standards Act (FLSA) regulations regarding the compensation of classified (non-exempt) employees who are required to perform duties during non-scheduled, non-regular hours. This policy applies to all classified employees who are required to be on call and are called out to work in order to respond to emergencies during non-regular work hours.

B. POLICY.

The District will compensate employees who are required by the District to be on call or respond to a call for service, which is received after normal working hours within a required response time.

C. DEFINITIONS.

1. FLSA Requirements – According to the FLSA, employees who “...are not required to remain on their employer’s premises, but are merely required to leave word at their home or with company officials where they may be reached, are not working ...” However, if employees are restricted and are effectively “engaged to wait” then compensation is required. Based on FLSA regulations, “...the requirement that an employee not report to work while under the influence of alcohol is a common requirement that does not trigger FLSA overtime.”
2. On Call Duty – Classified employees who are responsible for responding to emergency locations that occur after regular normal working hours from Friday to Monday shall be considered on call duty if memorialized in a writing or e-mail signed by the General Manager.

D. PROCEDURE.

1. Scheduling

- a. Special assignment (as determined by the employee supervisor or the General Manager) may be given to classified employees in order to make them available for work during non-regularly scheduled hours.
- b. On Call personnel may trade scheduled on call time with other employees only with prior approval of their supervisor or the General Manager.

2. Responsibilities

- a. On Call personnel shall wear a District provided cellular phone for District communication purposes during the entire standby period.
- b. While On Call duty, personnel shall immediately answer his/her District provided cellular phone and respond if necessary.

c. If On Call personnel are required to respond to an incident the employee shall notify his/her supervisor of their arrival at the location.

d. On Call personnel must not be under the influence of alcohol and/or be on prescription and/or over the counter medication that would impair his/her ability to perform call out duties. If the employee is taking prescription medication(s), he/she will provide a doctor's note to his/her supervisor that releases the employee to work while taking the prescription medication.

e. On Call personnel must be located (while driving in District or private vehicle) within 30 minutes travel time distance of District boundaries while on standby duty. Such 30 minutes response time shall take into account the day of the week and time of day for gauging a 30 minutes response time.

E. COMPENSATION.

1. On Call Pay – For each day on On Call duty, employee will be paid a flat rate of 21.42 per day (\$150 for 7 days). If the employee is called for advice or called out during the On Call period, the employee receives "Phone Advice Pay or Call Out Pay" in addition to On Call Pay.

2. Phone Advice Pay – On Call personnel handling incidents by the phone during a standby period will be paid at his/her regular hourly rate of pay for a minimum of one hour for each hour he/she is required to be on the phone to troubleshoot or otherwise provide phone advice. He/she will be compensated in accordance with overtime for the hours worked. Said phone advice pay is in addition to standby pay.

3. Call Out Pay

a. If On Call personnel are "called out" during a standby period, they will be compensated in accordance with overtime for the hours worked during the "call out," a minimum 2 hours pay.

b. Such call out pay is in addition to On Call pay and any phone advice pay if personnel separately try to provide advice by phone to fix the problem but are then required to respond in person.

4. Failure to Respond

If contact cannot be made with an employee who is on standby status or if that employee fails to perform the work required, that employee is ineligible for On Call pay.

Section 4.5: SALARY ADMINISTRATION.

Section 4.5.1: General Policy. It is the policy of Hidden Valley Lake CSD to provide a systematic method for employees to become eligible for advancement through salary schedules.

Section 4.5.2: Merit Increases -- Part-Time Employees. Part-time employees shall be eligible for normal merit increases based upon employee performance following completion of an equivalent amount of service as required for full-time employees as shown in Section 4.4.3.

Section 4.5.3: Merit Increases -- Full-Time Employees. A full-time employee shall be eligible for a merit increase based on their overall score on the employee's annual performance evaluation. The overall score will be based on the 16 rating areas and the employee must receive the following points to receive a merit increase:

- 58 points to receive a one-step 5% merit increase
- 51 points to receive a 4% merit increase
- 44 points to receive a 2% merit increase
- Below 44 points not be eligible to receive an increase

Supervisors must receive the following points to be eligible for a merit increase:

- 80 points to receive a one-step 5% merit increase
- 70 points to receive a 4% merit increase
- 60 to receive a 2% merit increase
- Below 60 points not be eligible to receive an increase.

Points shall be awarded as follows: "Unsatisfactory", zero point; "Below average", one points; "Competent", two points; "Above Average", three points; and "Superior", four points.

The 16 rating areas and total possible points in each area are as follows:

Observation of hours	2 points
Appearance	2 points
Compliance with Rules and Regulations	2 points
Safety Practices	2 points
Attendance	2 points
Job Knowledge	4 points
Public Contacts	4 points
Cooperation and Attitude	4 points
Rate of Learning	4 points
Efficiency	4 points
Effectiveness Under Stress	4 points
Dependability	4 points
Innovativeness	4 points
Self Improvement	4 points
Initiative	4 points
Other: Report Writing, Equipment Maint/Care	4 points

Supervisors will be rated in the following areas in addition to those areas listed above:

Leadership	4 points
Productivity	4 points
Evaluating Subordinates	4 points
Supervisory Abilities	4 points
Encourages Suggestions	4 points

Full-time probation employees are eligible for a merit increase if he/she receives a performance evaluation score of 51 points or higher or 70 points or higher for supervisors, after completing 12 consecutive months of service in the new position, and upon the recommendation of the supervisor and the approval of the General Manager.

Eligibility for subsequent merit increases shall occur thereafter upon completion of 12 calendar months of employment and receipt of a minimum performance evaluation score of 44 points or higher or 60 points or higher for supervisors until the employee reaches the top step for his/her classification.

Section 4.6: SALARY RANGE ADJUSTMENTS. Salary range adjustments are effective on the date approved by the Board of Directors. Salary range adjustments are to be distinguished from merit salary increases, as they are not intended to give recognition to length and quality of service.

The salary rate of an employee whose salary range is adjusted will be adjusted to the same relative position in the revised salary range.

Section 4.7: PARTIAL PAY PERIOD PAY. Salaries for employees working less than a complete schedule in a pay period shall be computed by multiplying the number of hours actually worked during the pay period by the employee's hourly pay rate.

Section 4.8: PAYROLL.

Section 4.8.1: Payroll Direct Deposit Program

A. POLICY.

As a condition of employment, all employees are required to enroll in payroll direct deposit. Upon separation from employment with the District, the former employee will complete an exit interview with the General Manager and will receive the final payment with a physical paycheck.

B. PROCEDURE.

1. All employees must sign up for direct deposit by completing and submitting the direct deposit enrollment form and a voided check to Accounting.
2. Paychecks will be electronically paid to an employee's bank account through direct deposit and will commence on the first payroll after enrollment.
3. Upon separation and following the exit interview with the General Manager, the Administrative Services Officer shall authorize release of the final paycheck to the employee.

Section 4.8.2: Payroll Withholding Allowance

A. Every employee must furnish a signed federal withholding exemption certificate (Form W-4) and state Form DE4 on or before the date of employment in accordance with applicable Internal Revenue Code sections and state income tax code. Employees are permitted to amend the W-4 or DE4 once per calendar year quarter. Upon separation with the District, the employee will be permitted one last withholding adjustment.

B. Employees shall submit completed W-4 or DE4 forms to the Accountant/Controller for processing through payroll and will commence in conjunction with the normal payroll process and cycle.

Section 4.8.3: Time Cards, Core Hours and Adjustments

Each District employee submits time cards to their direct supervisor for review and, in turn, to payroll for entry into the electronic payroll system.

A. The time cards are the official timekeeping documents for each employee and are subject to audit. Hours worked are entered on the time card according to code. Each employee is responsible for the accuracy of his/her time card, which must be approved by his/her supervisor or the Administrative Services Officer.

B. Duty hours are set for each employee, with flexibility to allow for minor variances. The duty hours consist of a core time of 8:00 am to 5:00 p.m. daily (except if the employee is on alternate work schedule and/or is absent a full day) during which all employees are expected to be present and available for District service. A normal duty is an eight-hour or nine-hour workday, plus up to an hour for lunch. Every employee must take at least one-half hour for lunch every work day and is not allowed to skip lunch to make up lost time.

C. Each employee has 60 days after the end of the pay period to correct any errors on his/her time card. Corrections must be requested as soon as discovered. The Administrative Services Officer will review each request for approval. After the 60-day period, no corrections or adjustments may be made on the time card which will be the official document of record of time worked during that pay period.

Section 4.9: OVERTIME.

Section 4.9.1: Authorization. All overtime shall be authorized by the appropriate supervisor and recorded on the employee's time card in accordance with state and federal law.

Section 4.9.2: Eligibility For Overtime. The General Manager shall determine which classifications are considered eligible for overtime in accordance with state and federal law.

Section 4.9.3: Overtime Compensation. Overtime compensation shall be paid in accordance with state and federal law and according to the provisions of the appropriate salary and benefit plan.

Section 4.9.4: Pre-Approval of Overtime. Classified (non-exempt) employees are not permitted to work overtime without pre-approval from their direct supervisor. Working overtime without pre-approval is grounds for discipline.

Section 4.9.5: Use of Compensatory Time-Off. Compensatory time off can be taken only with the supervisor's approval and the General Manager's concurrence. An employee may, with the General Manager's approval, accumulate compensatory time to be taken during subsequent pay periods. An unlimited amount of compensatory hours may be accumulated during the fiscal year for all eligible employees but any remaining balance will be paid off in full effective June 30 of each year.

Section 4.9.6: Compensation For Overtime At Termination. Any employee who terminates employment shall be paid at the employee's regular rate of pay for all accrued.

Section 4.10: BENEFITS.

Section 4.10.1: Retirement. Employees do not pay into Social Security with the exception of 1.45% of gross income, which is paid into the Medicare portion of Social Security. The District maintains a contract with the Board of Administration California Public Employees' Retirement System (CalPERS), subject to the Public Employees' Retirement Law, Government Code sections 20000 et seq. (PERL). The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member shall be determined in accordance with Government Code section 21354 (2.5% at age 55 or 2% at age 62). Employees hired after December 31, 2012 will be enrolled in CalPERS in a 2% at 62 plan. Employees hired after December 31, 2012 will pay his/her contributions to CalPERS, which is 7% of gross annual income, while the District will pay employer contributions which varies from year to year. Employees hired before January 1, 2013 are enrolled in CalPERS in a 2.5% @ 55 plan with an 8% reduction from salary to pay employee's retirement plan portion. The Administrative Services Officer maintains copies of the complete documentation for review. In summary:

A. To be eligible for service retirement, a member must be at least 50 years old and have five years of CalPERS credited service. There is no compulsory retirement age.

B. The monthly retirement allowance is determined by age at retirement, years of service credit (sick time available is converted to service credit) and final compensation. The basic benefit is 2.5% of final compensation for each year of credited service upon retirement at age 55 or 2% @ 62 60.

C. Final compensation means the highest average annual compensation earnable by an employee during three consecutive years of employment immediately preceding the effective date of his/her retirement date for employees under the 2% @ 62

retirement plan. Employees under 2.5 @ 55 retirement plan, final compensation is determined by any consecutive 12 months of highest pay.

D. 4th LEVEL SURVIVORS BENEFIT 1959: Pre - retirement: a monthly benefit for \$950 for 1 eligible survivor, \$1,900 for 2 eligible survivors, or \$2,280 for 3+eligible survivors. Eligible survivors are defined as 1) a spouse who is age 60 or older, or 2) a spouse who has care of eligible children. Eligible children are under the age of 22 and

unmarried. Post- retirement: over age 50 \$500 lump sum death benefit, plus any optional settlement if selected at the time of retirement by the employee.

E. DEATH AFTER RETIREMENT. The lump sum death benefit is \$500.00.

F. TERMINATION OF EMPLOYMENT. Members who have separated from employment and have been employed for less than 5 years, may elect to leave their CalPERS contributions on deposit or request a refund of contributions and interest. Those who leave their contributions on deposit may apply at a later date for a monthly retirement allowance if the minimum service and age requirements are met. Members who request a refund of their contributions terminate their membership and are not eligible for any future benefits unless they return to CalPERS membership. Employee will be notified by CalPERS of their options upon notification of separation date to CalPERS.

Section 4.10.2: Insurance. The District offers medical, dental, vision for the employee and their family. The District will provide single coverage. Double coverage will not be required of the District if applicable when other family members are employed by the District.

Section 4.10.3 EMPLOYEE HEALTH ALTERNATE COVERAGE

A. Purpose

To allow employees the option to deny health coverage only if they already have health coverage either through their spouse's work or other.

B. Policy

In lieu of, the employee will not receive health coverage under the provisions addressed in this policy; the employee will receive a monthly compensation of \$200.

C. Procedure

The employee is required to provide proof of other health coverage either with a letter from spouse's employer or other stating they are covered under their plan, copy of card with employee's name on the card (not spouse's or employer's name) or other proof of coverage acceptable to Human Resources.

Must sign a release form acknowledging the employee's authorization of denying health coverage and provide proof of coverage. The employee is responsible to notify Human Resources in writing of any changes in *current* health coverage. Proof of alternative health coverage and release form must be updated upon any changes.

The District will provide single coverage. Double coverage will not be required of the District if applicable when other family members are employed by the District.

Section 4.10.4: Paid Time Off.

A. HOLIDAYS. The District will observe the following holidays, including two eight-hour floating holidays as paid time off. In the event any of the above holidays fall on Saturday, the preceding Friday will be observed. In the event any of the above holidays fall on Sunday, the following Monday will be observed.

New Years Day
Martin Luther King Day

Thanksgiving (Thurs & Fri)
Veterans Day

Presidents Day
Memorial Day
4th July
Labor Day

December 24th half day if it falls on a Monday through Thursday
Christmas Day
(2) Floating Holidays

B. VACATION. Regular full-time employees in the classified service with an average workweek of 40 hours shall receive annual vacations with pay in accordance with the following provisions:

1. Upon completion of one to four years of continuous full-time service, such employee shall have accrued paid vacation at the rate of 80 working hours per year.
2. Upon completion of five to nine years of continuous full-time service, such employee shall accrue 116 working hours per year.
3. Upon completion of ten years of continuous full-time service, but less than 10 years of continuous full-time service, such employee shall accrue 128 working hours per year.
4. Upon completion of 11 years of continuous full-time service, such employee shall accrue 136 working hours per year.
5. Upon completion of 12 years of continuous full-time service such employee shall accrue 144 working hours per year.
6. Upon completion of 13 years of continuous full-time service such employee shall accrue 152 working hours per year.
7. Upon completion of 14 years or more of continuous full-time service such employee shall accrue 160 working hours per year.

C. VACATION LEAVE.

1. Vacation leave taken shall not be in excess of the vacation leave actually earned at the time it is taken. Employees may be granted vacation leave as accrued from date of hire after six months of continuous full-time employment.
2. Employee requests to take annual vacation leave shall normally be requested and approved ahead of time through their supervisor, preferably with one or more weeks' notice, with particular regard for the needs of the District service and due regard for the wishes of the employee.
3. In the event one or more holidays fall within a vacation leave, vacation may be extended accordingly for those employees eligible for such holiday.
4. Any leave of absence without pay shall not accrue vacation leave for such absence.
5. Upon termination, a permanent employee will receive compensation at his/her current rate for all unused earned vacation up to and including the

date of termination.

6. Occasionally, significant unused vacation time can accrue leading to an excess balance of unpaid vacation time. The maximum amount of vacation time a full-time employee may accrue depends on the number of years of service and is given in the chart below. (The Administrative Services Officer shall maintain oversight of District vacation accruals.) Hours shall not exceed the maximum hours according to years of service otherwise, employees will be subject to mandatory vacation or, at the discretion of the General Manager, cash out on vacation time.

Years of Service	Annual Vacation	Maximum Allowable
	Accrual	Vacation Accrual
	(hours)	(hours)
1 to 4	80	184
5 to 9	120	232
10	128	280
11	136	328
12	144	376
13	152	376
14+	160	376

D. EXEMPT EMPLOYEE LEAVE:

Exempt employee leave compensates exempt employees for hours worked in excess of 40 hours per week.

1. Effective the first pay period in January of each year, forty hours of exempt employee leave shall be credited to each employee in an exempt status. Persons beginning District employment or returning from unpaid leave after that date shall have a pro rata amount of administrative leave credited to them, computed on a 26-payperiod basis.
2. Exempt employee leave shall be taken as scheduled by the exempt employee with the General Manager and may be used for any reason by an exempt employee with the following limitations:

Accumulation

Exempt employee leave shall not be accumulated from one year to the next. Any exempt employee leave time remaining at the end of the last full pay period prior to that pay period when the next year's exempt employee leave is credited shall be lost, without compensation.

Termination

Upon termination, any exempt employee leave remaining as credit to an exempt employee shall be lost, without compensation.

Documentation

Each exempt employee shall document hours worked in excess of 40 hours per week up to 40 hours per year. The maximum allowable hours of

exempt employee leave shall be 40 hours per year regardless of documented time accumulated. At the end of each fiscal year exempt employee time used will be measured against accumulated hours in excess of the regular work week hours. In the event more exempt employee leave was used than documented excess time was accrued, the difference will be reconciled by deduction of vacation time.

E. SICK LEAVE.

1. Sick Leave Accumulation. Regular full-time employees earn and accumulate sick leave credit at the rate of 20% of the standard average workweek for each full month of continuous service if the employee has worked or has been on authorized leave of absence with pay. An employee continues to earn sick leave while on any paid leave. An employee shall not receive payment for unused accumulated sick leave upon termination of employment or retirement (either disability or regular). An employee may not use sick leave to extend a retirement (either disability or regular) or termination date.

Consistent with PERS regulations, accrued sick time can be converted to service credit for employees receiving a service retirement.

2. Accounting Of Sick Leave Used. Each employee has one hour deducted from the employee's accrued sick leave time for each hour of sick leave taken.
3. Holiday During Sick Leave. In the event that a paid holiday occurs during a period when the employee is on sick leave, the holiday is not charged against the employee's accrued sick leave.
4. Use Of Sick Leave. An employee eligible for sick leave is granted such leave for the following reasons:
 - a. Non work-related illness, injury or exposure to contagious disease to the employee or physical or mental incapacity of the employee due to non-work-related illness or injury.
 - b. Medical or dental office or hospital visits for examinations, diagnosis, or treatment to the extent such appointments cannot be scheduled outside the work day.
 - c. Maternity-related disabilities as provided in Section 4.10.3.F.
 - d. Serious illness or emergency of a member of the employee's immediate family member (see definition of Immediate Family under Rule 2-Definition of Terms), who is incapacitated and/or requires the service of a physician, and when the presence of the employee is required.
5. Exclusions. No employee is entitled to sick leave while absent from duty on account of any of the following causes:
 - a. Sickness or injury sustained while on leave of absence without pay.

b. Sickness or injury sustained from improper employee conduct as defined in Section 14.2 herein.

c. To permit an extension of the employee's vacation.

Sick leave shall not be considered as a right which the employee may use at his or her discretion, but shall be allowed only in accordance with Section 4.10.3.E.4.

6. Proof Required. The supervisor will approve sick leave only after having ascertained that the absence was for an authorized reason. When absence is for more than three work days or if abuse of sick leave is suspected, the supervisor may require the employee to submit substantiating evidence including, but not limited to, a physician's certificate. If the supervisor requires the employee to submit substantiating evidence, the supervisor shall make this requirement known to the employee as soon as possible. If the supervisor does not consider the evidence adequate, he/she will disapprove the request for sick leave, and such time off will be considered a leave of absence without pay. In order for the employee to be eligible for paid sick leave, the District reserves the right to verify the reason for the use of sick leave by whatever means the District deems appropriate.

7. Exhaustion Of Sick Leave. In the event an employee uses all of the sick leave the employee has accrued, upon the approval of the supervisor, the employee may have any other paid leave days which the employee has accrued deducted for each day or portion thereof he/she is absent due to illness. This deduction will continue until the employee either returns to work or uses all his/her accrued leave time. With the concurrence of the General Manager, the supervisor may, pursuant to Section 4.10, allow the employee to take a leave of absence without pay if the employee does not have any paid leave time or sick leave remaining to his/her credit.

F. PENALTY FOR SICK LEAVE ABUSE.

1. The District's successful operation depends in large part upon the attendance of each of its employees. Employees have an important job that fits into a pattern of service. Unnecessary and unexcused absences, therefore, are undesirable because they affect not only operations but the way in which fellow employees are able to do their jobs. It is important, too, to have a uniform attendance policy to avoid any misunderstandings regarding attendance expectations.

2. Any unapproved absence may constitute cause for disciplinary action, up to and including discharge from employment.

3. Abuse of Sick Leave and Excessive Absenteeism: If it appears that an employee is abusing sick leave or using sick leave excessively, the employee will be counseled that continued use of sick leave may result in a requirement to furnish a medical certificate for each such subsequent absence for sick leave regardless of duration. Continued abuse of leave or excessive use of sick leave constitutes grounds for dismissal.

a. "Abuse of sick leave" means the misrepresentation of the actual reason for taking sick leave, using sick leave for unauthorized purposes,

failure to report sick leave, and may include chronic, persistent or patterned use of sick leave.

b. "Excessive absenteeism" is a level of absence, other than protected leaves, that significantly disrupts the work of the District. Absenteeism may be excessive even where the employee remains able to draw upon accrued leave accounts. An employee may be considered excessively absent when he/she has used an above average amount of unscheduled leave (40 hours or more), excluding any protected leaves.

4. The Administrative Services Officer shall have the authority to request a physician's note substantiating any illness for a return to work report, provided privacy laws are observed. When, the employee's reasons for being absent are inadequate, and/or not consistent with the eligibility requirements for use of sick leave, at the discretion of the General Manager, a change to the payroll time report will be made to indicate the absence was leave without pay. In addition, the employee is subject to disciplinary action.

G. **MATERNITY LEAVE.** Absence caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from, are, for all job related purposes, to be considered temporary inability to work. Accrued sick leave may be used prior to birth for childbearing or related circumstances (e.g. miscarriage, abortion or recovery there from) as needed. Following birth and end of any period of disability, accrued sick leave may be used for a period not to exceed six weeks.

1. Pregnancy Disability Leave Without Pay. A pregnant employee shall be entitled to unpaid leave for up to three months where the employee is disabled by pregnancy, childbirth or related medical conditions or up to six weeks of leave for a normal pregnancy so long as the employee's attending physician certifies that she is physically unable to work due to pregnancy or a pregnancy-related condition. Leave may be taken intermittently or on a reduced work schedule when medically advisable, as determined by the employee's health care provider. During said leave of absence, the employee must first use accumulated sick leave. Upon request, and at the discretion of the employee, vacation or other earned undifferentiated paid leave may be used during pregnancy disability leave.

2. Certification Requirements. All pregnancy disability leave must be confirmed in writing, have an agreed-upon specific date of return, and be submitted to the Administrative Services Officer prior to being taken. Requests for an extension of leave must be submitted in writing to the Administrative Services Officer prior to the agreed date of return and must be supported by a written certification of the attending physician that the employee continues to be disabled by pregnancy, childbirth, or a related medical condition.

3. Work During Pregnancy. Female employees may continue working during pregnancy as long as the individual, her physician, and the supervisor concur in her ability to work, and the demands of the job are satisfied. Proof of the physician's concurrence must be submitted at regular intervals during the employee's pregnancy when requested by the supervisor.

4. Benefits During Leave. An employee on pregnancy disability leave may receive group health insurance coverage that was provided before the leave on the same terms as provided to other employees who become disabled off-

duty, if: 1) the employee is eligible for concurrent family medical leave; and 2) the employee has not already exhausted this 12-week group health insurance coverage benefit in the current family medical leave eligibility period. The District may recover premiums it paid to maintain health coverage, as provided by the family and medical leave laws, if an employee does not return to work following pregnancy disability leave.

An employee on pregnancy disability leave who is not eligible to receive group health insurance coverage as described above, may receive health insurance coverage in conjunction with COBRA guidelines by making monthly premium payments to the District.

5. Return From Maternity Leave. Upon expiration of the approved leave, and the District's receipt of a written statement from the health care provider that the employee is fit for duty, the employee shall be reinstated to her former position or to a comparable one if the former position is abolished during the period of leave and the employee would otherwise not have been laid off. The comparable position is one having similar terms of pay, location, job content and promotional opportunities.

If the employee's original position is no longer available, the employee will be assigned to an open position that is substantially similar in job content, status, pay, promotional opportunities, and geographic location as the employee's original position.

If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, the District will initiate an interactive process with the employee in order to identify a potential reasonable (Reasonable accommodation is any change to a job, the work environment, or the way things are usually done that allows an individual with a disability to apply for a job, perform job functions, or enjoy equal access to benefits available to other individuals in the workplace.)

An employee who fails to return to work after the termination of her leave loses her reinstatement rights.

Time off on pregnancy disability leave without pay by a probationary employee shall not be counted as part of the probation period. Failure to return to work after the authorized three-month period causes the pregnant employee to have no reinstatement rights.

H. BEREAVEMENT. In the event of a death in the employee's immediate family, a regular full-time employee shall be entitled, at the discretion of the General Manager, to five working days off with pay to attend the funeral. The relatives designated shall include father, mother, wife, husband, brother, sister, daughter, son, grandparents, brothers and sisters having one parent in common, and those relationships generally called "step," providing persons in such relationships have lived or have been raised in the family home and have continued an active family relationship.

To be eligible for bereavement leave, the employee must attend or make a bona fide effort to attend the funeral. Bereavement leave is not compensable when the employee is on leave of absence, bona fide layoff, or for days falling outside the employee's regular work period. Bereavement leave is not chargeable against sick leave.

I. **JURY OR COURT LEAVE.** While on jury duty or while appearing as a legally required witness, except in private cases not related to the employee's job, an employee will receive full pay from the District. For purposes of payroll, an employee must obtain validation from the Jury Clerk of time spent on jury duty. An employee who is summoned must notify his or her supervisor or the General Manager as soon as possible after receiving notice of both possible and actual jury service and/or witness testimony. An employee receiving witness fees or jury service fees, shall remit such fees to the Administrative Services Officer in order to be considered at work for payroll purposes during the time spent as such witness or serving on the jury. The employee is entitled to retain any mileage allowance the court pays.

J. **MILITARY LEAVE.** Military leave shall be granted in accordance with the provisions of state and federal laws. All employees entitled to military leave shall give the supervisor an opportunity within the limits of military regulations to determine when such leave shall be taken.

1. Employees who are called or volunteer for services with the armed forces of the United States or the California National Guard shall be entitled to be considered for reinstatement in accordance with the provisions of these rules.

2. An employee promoted to fill a vacancy created by a person serving in the armed forces shall hold such position subject to the return of the veteran. The employee affected by the return shall be restored to the position he or she held previously or any other equivalent position.

3. A new employee hired to fill a vacancy created by a person serving in the armed forces shall hold such position subject to the return of the veteran. The employee affected by the return shall be placed in as nearly equal a vacant position as may exist, or if no such position exists, may be subject to layoff.

4. Reserve Duty. Employees who participate in a reserve unit of the armed forces shall attempt to arrange time off for two-week assignments with the supervisor in advance of the scheduled drill. Such employees shall receive their normal compensation during a two-week drill assignment. Weekend drills shall also be scheduled in advance if the employee is scheduled to work on weekends.

K. **SCHOOL ACTIVITY LEAVE**

To provide District employees with the opportunity to attend his/her child's or grandchild's school activities and maintain a positive work/home life balance.

1. **Policy:**

Allow employees to attend his/her child's school functions.

2. **Procedure:**

Any employee who is the parent, grandparent or legal guardian of a child in preschool through grade 12 may request up to 40 hours off each year for the purpose of attending school activities. This time will be unpaid. Employees will be limited to no more than eight (8) hours off for this purpose in any one (1) calendar month.

The employee is required to give at least one week advanced notice and if requested by his/her supervisor, documentation indicating the date and time of the school activity for which time off is requested.

L. **WORKERS' COMPENSATION.** All employees of the District are covered by the workers' compensation laws of the State. The District is a member of the Special District Risk Management Authority (SDRMA). This Authority establishes procedures regarding employee notification of worker's compensation benefits.

The District shall provide to every new employee, either at the time of hire or by the end of the first pay period, the Written Notification of Medical Provider Network (MPN) and the "Well Comp Medical Provider Network" pamphlet in both English and Spanish.

After an employee is injured on the job, the employee shall immediately notify their designated supervisor. The supervisor shall ensure necessary medical treatment is provided by either referring the employee to the District's Company Nurse

program or calling the District's Company Nurse on the employee's behalf. The Company Nurse will provide the employee with the necessary treatment options available to him/her and provide instructions for any follow-up care. The injured employee or their designated representative shall receive and complete the employee portion of the Department of Workers Compensation form (DWC 1). If an employee declines to have medical treatment, they must complete the employee portion of the Declination of Medical Treatment and Declination of Medical Treatment Incident Form. All forms must be returned to supervisors within 24 hours of notification of a workplace illness or injury. Employees should retain a copy of all forms for their records.

Supervisors must complete the employer portion of the (DWC 1) form. If the employee declines treatment, Supervisors must complete the employer portion of the Declination of Medical Treatment and Declination of Medical Treatment Incident Form. For employees requesting medical treatment, the Administrative Services Officer must complete Form 5020 (Employer's Report of Occupational Injury or Illness); write the employee's name and incident date on the Treating Physician Checklist and print, sign, and date the initial treatment authorization.

All forms shall be completed within 24 hours of notification of a workplace injury or illness. Employees should take the Treating Physician Checklist and treatment authorization to the designated medical facility or pre-designated physician.

In addition, Supervisors are required to complete the Supervisor Incident Form for any treated or untreated workplace injury or illness and mail it, along with indicated attachments to:

York Insurance Services Group
P.O. Box 619058
Roseville, CA 95661

Any employee who is eligible for temporary disability payments under the workers' compensation law shall, for the duration of such payments, receive only that portion of

his/her regular salary which, together with said payments, will equal his/her regular salary. Unless otherwise advised in writing by the employee within a five-day period, such salary payments made during a period of temporary disability payments shall be charged against the employee's accumulated sick leave or vacation leave. Should the employee's accumulated sick leave and vacation leave be exhausted, the employee shall be subject to a leave of absence without pay. In order for the employee to not endure an undue hardship caused by the time lag involved in temporary disability, the employee, at the discretion of the General Manager, may be paid his/her full salary to the extent of accumulated sick leave or vacation leave. Upon receipt of temporary disability payments, the employee shall endorse such payments to the District.

After exhausting sick leave and vacation benefits, and while the employee continues to receive workers' compensation benefits, the District will continue to cover health benefits. After the employee has exhausted sick leave and vacation benefits, the District will make no contributions to the retirement plan.

Section 4.10.5: Deferred Compensation/457(b) Plan. The District may participate in a deferred compensation/457(b) Plan that will allow employees to supplement their retirement plan. The District will not make any contribution to an employee deferred compensation/457(b) Plan.

Section 4.11: FAMILY CARE AND MEDICAL LEAVE.

A. POLICY STATEMENT.

To the extent not already provided for under current leave policies and provisions, the District will provide family and medical care leave for eligible employees as required by State and Federal Law. FMLA is an unpaid leave. The following provisions set forth certain rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Family Rights Act ("CFRA"). Unless otherwise provided by this article, "Leave" under this article shall mean leave pursuant to the FMLA and CFRA.

NOTE: FMLA/CFRA Leave taken under this policy is separate and distinct from leave time taken under the California Pregnancy Disability Leave, which provides a maximum of four months of unpaid leave, with the employee's same or equivalent position being assured upon return, but with no employer-paid benefits provided during the leave; with the exception of the first 12 weeks when FMLA leave runs concurrently with California Pregnancy Disability Leave.

B. ELIGIBILITY.

An employee is eligible for FMLA/CFRA Leave if the employee:

1. Has been employed as a regular or extra help status District employee for at least 12 months of service at any time; and
2. Has been employed as a District employee and has actually worked for at least 1,250 hours during the 12-month period immediately preceding the date leave first begins; and

3. Is employed at a work site where the employer employs at least 50 employees within 75 miles of that work site. Although the District may have under 50 employees and does not fall within the criteria to FMLA, it is for the well-being of District employees.

C. DEFINITIONS.

1. For the purposes of this Policy, the following definitions apply:

a. "Child" - biological, adopted, foster, stepchild, legal ward, or a child of an employee standing "in loco parentis" (in place of a parent)

who is either under age 18, an adult dependent child, or an adult child incapable of self-care because of a mental or physical disability.

b. "Parent" - biological, adoptive, foster, step-parent, or legal guardian or other person who stood in loco parentis to the employee when the employee was a child. This term does not include parent-in-laws.

c. "Spouse" – husband or wife as defined or recognized under California State law for purposes of marriage.

d. "Domestic Partner" – as defined by California Family Code §§ 297 and 299.2.

e. "Serious Health Condition" - illness, injury, impairment, or physical or mental condition of the employee or a child, parent, spouse or domestic partner of the employee which involves either:

i. In-patient care (i.e. a overnight stay) in a hospital, hospice, or residential health care facility; or

ii. Continuing treatment or continuous supervision by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

1. A period of incapacity due to serious health conditions of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:

a. Unless extenuating circumstances exist, treatment two or more times within 30 days of the first day of incapacity by a health care provider, by a nurse or physician's assistant under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider. The first in-person treatment visit must take place within seven days of the first day of incapacity; or

b. Treatment by a health care provider on at least one occasion which must take place within seven days of the first day of incapacity and results in a regimen of continuing treatment under the supervision of the health care provider. This includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.

2. Any period of incapacity due to pregnancy or for prenatal care. (This entitles the employee to FMLA leave, but not CFRA leave. Under California law an employee disabled by pregnancy is entitled to pregnancy disability leave.)

3. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

a. Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

b. Continues over an extended period of time (including recurring episodes of a single underlying condition); and

c. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.) Absences for such incapacity qualify for leave even if the absence lasts only one day.

4. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by a health care provider.

5. Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

- f. "12-Month Period" - a rolling 12-month period measured backward from the date an employee uses any leave except pregnancy. Each time an employee takes leave, the remaining leave entitlement would be any balance of the 12 work weeks which has not been used during the immediately preceding 12 months.
- g. "Health Care Provider" – (1) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California; (2) Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treats or supervises treatment of a serious health condition; (3) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in the State of California and performing within the scope of their practice as defined under California State law; (4) Nurse practitioner and nurse-midwives who are authorized to practice under California State law and who are performing within the scope of their practice as defined by California State law; (5) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and (6) Any health care provider from whom an employer or group health plans benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.
- h. "Active Duty or Call to Active Duty Status" – duty under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation for members of the Reserve components, the National Guard, and certain retired members of the Regular Armed Forces and retired Reserve while serving on active duty status during a war or national emergency declared by the President or Congress.
- i. "Qualifying Exigency" – short-notice deployment, military events and related activities, childcare and related activities, financial and legal arrangements, counseling, rest and recuperation, and post deployment activities.
- j. "Covered Servicemember" – (1) a current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty on active duty, (2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness that was aggravated by the veteran's actions in the line of duty, and who was a member of the Armed Forces (including a member of the National Guard and Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.
- k. "Outpatient Status" – with respect to a covered service member, the status of a member of the Armed Forces assigned to either:

- i. A military medical treatment facility as an outpatient; or
- ii. A unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

l. "Next of Kin of a Covered Service member" – the nearest blood relative other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or his nearest blood relative for purposes of military caregiver leave under the FMLA.

m. "Serious Injury or Illness" – an injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of the member's office, grade, rank, or rating.

2. PERMITTED REASONS FOR FMLA/CFRA LEAVE

Leave is permitted only for the following reasons:

a. The birth of a child or the placement of a child with an employee in connection with the adoption or foster care of a child. This leave right expires 12 months after the birth or placement. (California has a separate pregnancy disability leave of up to four (4) months.)

b. To provide care for a child, parent, spouse or domestic partner of the employee, if such immediate family member has a serious health condition;

c. The employee's own serious health condition that makes the employee unable to perform the essential functions of his/her position;

d. A "qualifying exigency" arising out of the fact that an employee's spouse, son, daughter or parent is on active duty or called to active duty status in the Armed Forces (including National Guard and Reserves) (under FMLA only, and not CFRA); or

e. To provide care for a spouse, son, daughter, parent or "next of kin" who is a covered service member (this leave may run up to 26 weeks of unpaid leave during a single 12-month period) (under FMLA only, and not CFRA).

D. PROVISIONS.

1. LENGTH OF LEAVE

a. Minimum Duration

i. FMLA/CFRA Leave may be taken in one or more periods, but shall not exceed a total of twelve (12) work weeks of leave during the defined 12 month period, except in the case of pregnancy and leave to care for a covered service member. Eligible employees are entitled to 26 work weeks of FMLA Leave during any 12-month period to care for a covered service member.

ii. A leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. The basic minimum duration of a leave taken for the birth, adoption, or foster care placement of a child shall be two weeks. A leave request, for such purpose, of less than two week's duration shall be granted on any two occasions. Any such leave shall be concluded within one year of the birth or replacement of the child with the employee in connection with the adoption or foster care of the child by the employee.

b. Pregnancy Disability/Maternity Leave

The State Pregnancy Disability Statute covers employees on leave for pregnancy and birth of a child. This statute allows employers to authorize up to four months of leave of absence for pregnancy disability. During this time FMLA leave is started concurrently. After the pregnancy disability, the employee may request additional time off for bonding with the newborn child and this time is authorized by the CFRA and can be up to 12 weeks in addition to the pregnancy disability period.

c. Spouses Both Employed by District

Where both husband and wife are employed by the District, the aggregate total leave time granted to both as a couple shall not exceed the 12 work weeks during a 12-month period if leave is taken for birth or placement for adoption or foster care. This limitation does not apply to any other reason for leave. (Example: if a husband becomes ill and needs to take medical leave due to his own illness, his wife would then be entitled to FMLA/CFRA Leave to care for him up to the full 12-week period.)

Where both husband and wife are employed by the District, the aggregate total leave granted to both as a couple shall not exceed 26 work weeks during a 12-month period if leave is taken to care for a covered service member.

d. Extension Beyond Original Estimate

FMLA/CFRA Leave may be extended beyond the original estimated date of return as long as the total amount of leave is no longer than the maximum 12 work weeks. To extend a leave the employee must submit a new Leave of Absence Request Form prior to the expiration of the current leave. An extension of the FMLA/CFRA Leave will not cause the leave benefits to exceed the 12 work week limitation. An employee who does not return from the leave as scheduled, and who has not received prior approval to extend the leave, may be considered absent without authorization.

2. INTERMITTENT LEAVE/REDUCED WORK SCHEDULE

"Intermittent Leave" is defined as leave not taken continuously in one block of time, such as leave taken a few days or hours at a time on a continuing basis. A "Reduced Leave Schedule" is defined as a leave schedule that reduces the employee's usual number of hours per work week or work day.

If an employee requests intermittent leave or leave on a reduced leave schedule that is foreseeable and based on planned medical treatment, the District has the discretion to transfer the employee temporarily to an available alternative position for which the employee is qualified, that has equivalent pay and benefits, and better accommodates recurring periods of leave than the regular employment position of the employee.

3. LEAVE PAY STATUS

a. Employee Serious Health Condition

If FMLA/CFRA Leave is taken for the employee's own serious health condition, that is not a pregnancy disability leave or worker's compensation leave, then the employee must first use his/her sick leave in accordance with existing policy, then accrued holiday and vacation leave before unpaid leave time is taken.

b. Child, Parent, Spouse or Domestic Partner Health Condition

If an employee takes FMLA/CFRA Leave for the care of a child, spouse or parent; or for the placement of a child for adoption or foster care or birth of a child other than FMLA running concurrently with California Pregnancy Disability Leave, the employee must use accrued holiday and vacation leave before unpaid leave is taken.

The employee may elect to use up to 50% of accrued annual sick leave for the care of an immediate family member, as defined in section 4.11.C of the Employee Handbook.

c. Pregnancy Disability Leave

FMLA leave runs concurrently with an employee's pregnancy disability leave. In such case, the employee will be required to use sick leave hours first, then the FMLA Leave is unpaid unless the employee elects to substitute accrued holiday and vacation leave.

If there is a waiting period for pregnancy disability leave or short/long-term disability based on pregnancy or childbirth, then the employee must use accrued sick leave before unpaid leave is taken during the waiting period.

d. Worker's Compensation Absence

Miscellaneous Employees:

An employee's FMLA/CFRA Leave may run concurrently with a Worker's Compensation absence. Because Worker's Compensation absence is not unpaid leave, the employee need not substitute other paid leave. The employee may elect to use paid leave balances to receive up to his/her regular compensation.

e. Bonding with Child

An employee is required to use his or her paid vacation and/or holiday hours for leave requests taken for the birth, adoption or foster care placement of a child. For employees out on Pregnancy Disability leave, this leave time per CFRA is in addition to the leave period of up to 4 months for pregnancy disability.

E. EFFECT ON MEDICAL INSURANCE AND OTHER BENEFITS.

1. During the employee's FMLA/CFRA Leave the District shall continue to pay the usual contribution towards the employee's medical, dental, and vision premiums, under the same condition as coverage would have been provided if the employee had been continuously working. The District shall not continue to pay contributions towards any other plans not covered by the District's group health insurance plans.

2. If the employee fails to return to work after the employee's FMLA/CFRA Leave entitlement has been exhausted or expires, the District may recover health plan premiums paid during the period of unpaid FMLA/CFRA Leave. The District may not seek to recover health care premiums if the employee does not return because of: 1) the continuation, recurrence or onset of a serious health condition of the employee or a covered family member, or 2) circumstances beyond the employee's control, such as where an employee's spouse is unexpectedly transferred to a new job location, or someone other than an immediate family member has a serious health condition whom the employee needs to care for.

The District may require certification issued by a health care provider for claims that an employee is unable to return to work because of the continuation, recurrence or onset of a serious health condition of the employee or a covered family member. If certification is requested by the District and not provided within 30 days, the District may recover the health benefit premiums # paid during the period of unpaid FMLA/CFRA Leave.

In circumstances where the District may recover premiums from the employee, the District may recover health insurance premiums through deduction from any sums due the employee (e.g. unpaid wages, vacation pay, etc.). See Medical Insurance Policy.

3. The employee on unpaid FMLA/CFRA Leave will be credited with all service prior to the commencement of the unpaid leave, and for the period of the leave, except for Public Employees' Retirement System (PERS). Since retirement contributions are based on wages paid, the District shall not be required to make retirement plan contributions (PERS) for an employee while the employee is on any unpaid FMLA/CFRA Leave.

4. An employee is not entitled to the accrual of sick leave, vacation leave or holiday leave balances during periods of unpaid leave.

F. EMPLOYEE STATUS WHILE ON FMLA LEAVE.

1. FMLA/CFRA Leave is not considered an interruption of continuous service (break in service) for purposes of seniority in a classification. Employees returning from leave shall return with no less seniority for purposes of layoff, recall, promotion or job assignment.

2. Probationary periods shall be extended to cover the period of the leave.

G. FORMS TO BE SUBMITTED BY THE EMPLOYEE.

1. An employee who wishes to take FMLA/CFRA Leave must submit a written Leave of Absence Request Form which is signed by his/her supervisor, and forward this form to Administrative Services Officer. Upon receipt of the signed Leave of Absence Form, Administrative Services Officer shall forward the FMLA/CFRA Leave Form to the employee for signature and a Medical Certification form for completion by his/her or the covered family member's attending physician. The District shall not deny a FMLA/CFRA Leave request which is an emergency or is otherwise unforeseeable on the basis that the employee did not provide the 30-day advance notice of the need for the leave.

2. Advance notice of leave should be given as follows:

a. If the event necessitating the leave becomes known to the employee more than 30 calendar days prior to the employee's need for a leave, the employee shall provide written notice to his/her immediate supervisor as soon as he/she learns of the need for a leave with, at a minimum, 30 days written advance notice.

b. If the event necessitating the leave becomes known to the employee less than 30 calendar days prior to the employee's need for a leave, the employee shall provide to his/her immediate supervisor as much advance notice as possible, which must be given as soon as practicable. It is expected that notice will be given within 1-2 working days of learning of the need for leave. Upon an employee requesting leave or the supervisor learning of an FMLA/CFRA qualifying event, the employee shall be given a Request for Leave form and submit it to their immediate supervisor or the Administrative Services Officer.

c. If an employee seeks leave due to a condition for which the District has previously provided FMLA-protected leave, the employee must inform the District that the leave is for a condition that was previously certified for which the employee has previously taken FMLA leave.

d. If an employee's need for FMLA/CFRA Leave is due to a planned medical treatment, the employee shall consult with their supervisor or other designated department representative to schedule the treatment or care so as to minimize disruptions to the operation of the District. Any such scheduling, however, shall be subject to the approval of the health care provider of the employee or covered family member.

3. The General Manager or designee may consult with the Administrative Services Officer regarding the leave request, and shall respond to the employee as soon as possible, and forward the written form to the Administrative Services Officer immediately. The District shall respond in writing to the employee as soon as possible after receiving the written request, within two working days, if possible. The District shall attempt to respond to the leave request and designate the leave as FMLA/CFRA leave as soon as possible, and will make every effort to respond before the date the leave is to begin.

H. CERTIFICATION REQUIREMENTS.

As a condition for granting FMLA/CFRA Leave for the employee's serious condition or for the care of a covered family member who has a serious health condition, the employee must submit within 15 days (unless there is a medical emergency or other extenuating circumstance) a written certification from the health care provider of the individual requiring care. The certification will be sufficient if it includes the following:

1. A statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the covered family member; or
2. In the case of leave requested because of a serious health condition for a covered military member, for the first time the employee requests leave for a qualifying exigency, the District may require the employee to provide a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the covered military member's active duty service. A copy of a new active duty order or similar documentation shall be provided to the employer if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different covered military member.
3. In the case of certification for intermittent leave, or leave on a reduced leave schedule, a statement of the dates and duration of the intermittent leave or reduced leave schedule; or
4. In the case of certification for an employee's serious health condition, a statement that the employee is unable to perform the functions of the position due to the employee's serious health condition.
5. In addition to the above, the certification must also include:
 - a. the date, if known on which the serious health condition commenced;
 - b. the probable duration of the condition; and
 - c. an estimate of the amount of leave which the health care provider believes the employee needs.

The District may require, at its own expense, that the employee obtain the opinion of a second health care provider designated or approved by the District concerning information certified for his/her own serious health condition.

Where the second opinion differs from the first, the District may require, at its own expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the District and the employee concerning the information that was certified.

The opinion of the third health care provider shall be considered final and binding upon the District and the employee.

The District may require that the employee obtain subsequent recertification if an employee requests leave beyond that specified in the original certification.

I. REINSTATEMENT TO A POSITION.

1. In addition to the above, the certification must also include:

a. As a condition of the employee's return to work, the employee must submit a "return to work" release from a health care provider stating that the employee is able to resume work. Failure to provide a "return to work" release may result in the denial of reinstatement.

b. An employee who takes FMLA/CFRA Leave shall be entitled, on return from such leave:

i. to be restored to the position of employment held by the employee when the leave commenced; or

ii. to be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

c. The District may refuse to reinstate an employee to the same or comparable position if the same position or comparable position has ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA Leave.

d. A restored employee is not entitled to any right, benefit, or position of employment to which the employee would not have been entitled had the employee not taken the FMLA/CFRA Leave.

e. If an employee is determined to be a "key employee" (an employee that holds a managerial position) at the time the leave is requested, the FMLA requires notice to the employee of such designation and notice of the consequences of the designation. The District may deny restoration to a salaried employee who is among the highest paid 10 percent of the employees employed by the District within 75 miles of the worksite if:

- i. such denial is necessary to prevent substantial and grievous economic injury to the operations of the District;
- ii. the District notifies the employee of the intent to deny restoration on such basis at the time the District determines that such injury would occur; and
- iii. in any case where the leave has commenced, the employee fails to return to employment within a reasonable time, taking into account the circumstances such as length of leave and urgency of the need for the employee to return after receiving such notice.

f. An employee's acceptance of a "light duty" ("light duty" may be concluded as restrictions requested by employee's physician or agreed upon between the employee and the General Manager if for whatever reason a physician is not involved) assignment does not constitute a waiver of the employee's prospective rights. The employee's right to restoration, however, ceases at the end of the applicable 12-month FMLA/CFRA leave year.

J. PREGNANCY LEAVE.

An employee who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to an unpaid pregnancy disability leave for up to 4 months.

1. Notice and Certification Requirements

a. Requests for pregnancy disability leave must be submitted in writing and must be approved by the employee's supervisor or Administrative Services Officer before the leave begins. The request must be supported by a written certification from the attending physician stating that the employee is disabled from working by pregnancy, childbirth or a related medical condition. The certification must state the expected duration of the disability and the expected date of return to work.

b. All leaves must be confirmed in writing, have an agreed-upon specific date of return, and be submitted to the Administrative Services Officer prior to being taken. Requests for an extension of leave must be submitted in writing to the Administrative Services Officer prior to the agreed date of return and must be supported by a written certification of the attending physician that the employee continues to be disabled by pregnancy, childbirth, or a related medical condition.

2. Compensation During Leave

Pregnancy disability leaves are without pay. However, the employee may first use accrued sick leave, vacation leave, and then any other accrued paid time off during the leave.

3. Benefits During Leave

a. An employee on pregnancy disability leave may receive any group health insurance coverage that was provided before the leave on the same terms as provided to other employees who become disabled off-duty, if: 1) the employee is eligible for concurrent family medical leave; and 2) the employee has not already exhausted this 12-week group health insurance coverage benefit in the current family medical leave eligibility period. The District may recover premiums it paid to maintain health coverage, as provided by the family and medical leave laws, if an employee does not return to work following pregnancy disability leave.

b. An employee on pregnancy disability leave who is not eligible to receive group health insurance coverage as described above, may receive health insurance coverage in conjunction with COBRA guidelines by making monthly premium payments to the District.

4. Reinstatement

a. Upon the expiration of pregnancy leave and the District's receipt of a written statement from the health care provider that the employee is fit to return to duty, the employee will be reinstated to her original or an equivalent position, so long as it was not eliminated for a legitimate business reason during the leave.

b. If the employee's original position is no longer available, the employee will be assigned to an open position that is substantially similar in job content, status, pay, promotional opportunities, and geographic location as the employee's original position.

c. If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, the District will initiate an interactive process with the employee in order to identify a potential reasonable accommodation.

d. An employee who fails to return to work after the termination of her leave loses her reinstatement rights.

Section 4.12: REASONABLE ACCOMMODATION POLICY

1. POLICY:

The District provides employment-related reasonable accommodations to qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act and the Americans with Disabilities Act.

2. PROCEDURE:

1. Request for Accommodation: An employee who desires a reasonable accommodation in order to perform essential job functions should make such a request in writing to the Administrative Services Officer. The request must identify: a) the job-related functions at issue; and b) the desired accommodation(s).

2. Reasonable Documentation of Disability: Following receipt of the request, the Administrative Services Officer may require additional information, such as reasonable documentation of the existence of a disability.

3. Fitness for Duty Examination: The District may require an employee to undergo a fitness for duty examination at the District's expense to

determine whether the employee can perform the essential functions of the job with or without reasonable accommodation. The District may also require that a District-approved physician conduct the examination.

4. Interactive Process Discussion: After receipt of reasonable documentation of disability and/or a fitness for duty report, the District will arrange for a discussion, in person or via telephone conference call, with the applicant or employee, and his or her representative(s), if any. The purpose of the discussion is to work in good faith to fully consider all feasible potential reasonable accommodation.

5. Case-by-Case Determination: The District determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. The District will not provide accommodation(s) that would pose an undue hardship upon District finances or operations, or that would endanger the health or safety of the employee or others. The District will inform the employee of its decision as to reasonable accommodation(s) in writing.

Section 4.13: WORK HOURS.

1. PURPOSE

The District defines worked hours and overtime for full time, part-time and temporary employees for proper compensation under the state and federal laws.

2. POLICY

The District defines worked hours for full time employees shall be five consecutive days a week, 8 hours per day. The exact times and days of the week shall be determined at the discretion of the General Manager.

3. PROCESS

a. All work performed between midnight and the start of the regular work hours (on-call) when called out by the District shall be compensated for actual emergency response time (two hour minimum).

b. The District will pay part-time and temporary employees an amount equal to one and one-half times the prevailing hourly rate of pay for authorized work performed in excess of a scheduled 8 hour work shift and /or 40 hours per week. The work week for all part time employees shall be determined by the supervisor. The District will endeavor to schedule the work week for part time

employees Monday through Friday unless scheduled to work week-ends by the General Manager.

- c. For the purpose of computing time worked in this section, all paid leave (sick, holiday, vacation and floaters) taken during a work week shall be computed as time worked. The employee shall be permitted the option of accruing compensatory time off, at a rate of one and one half hours per hour of overtime worked. Such time off shall be taken upon approval of the employee's supervisor.

Section 4.13.2: Meal And Rest Periods. Meals and rest periods shall be recognized as a privilege and will be permitted insofar as practicable and consistent with operational interests and in accordance with state law.

Section 4.13.3: ALTERNATE WORK SCHEDULE

1. PURPOSE

The purpose of this policy is to provide employees with an alternative to the traditional eight (8) hours per day, five (5) days per week, work week schedule.

2. POLICY

Employees may select a "9/80" work schedule in lieu of the traditional eight (8) hours per day, five (5) days per week, work week schedule. Requests will be evaluated on a case-by-case basis.

3. PROCEDURES

The 9/80 work schedule is intended to provide employees greater flexibility when scheduling non-work activities, without impacting the District's mission, productivity or responsiveness to the public. In all case, the General Manager has final authority to approve, deny or suspend participation in the 9/80 work schedule.

- a. The 9/80 work schedule will consist of one (1) week of five (5) workdays, comprised of four 9-hour days and one 8-hour day, and one (1) week of four 9-hour days and one (1) day off.

- b. In order to comply with FLSA overtime regulations for non-exempt employees, the 8-hour day must occur on a Thursday and be split into two 4-hour segments, one 4-hour segment attributed to the first work week and the second 4-hour segment attributed to the second work week of the pay period:

WEEK 1							
THURSDAY	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY
PRIOR WEEK SCHEDULE	9	OFF	OFF	9	9	9	4

WEEK 2							
THURSDAY	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY
4	OFF	OFF	OFF	9	9	9	9

- c. In the absence of extenuating circumstances, the scheduled day off will be taken either every other Monday or Friday. Supervisors may approve rescheduling of an employee's day off in order to meet specific needs of the District and/or the employer.
- d. Work day schedules shall be regular and recurring, and include the core work hours of 8:00 a.m. to 5:00 p.m.
- e. Overtime must be approved in advance by the employee's Supervisor or the General Manager, and will be paid in accordance with Section 3(B) of California Industrial Welfare Commission Order Number 4-2001 Regulating Wages, Hours and Working Conditions in the Professional, Technical, Clerical, Mechanical and Similar Occupations, and any subsequent amendments to Order Number 4-2001.
- f. When a holiday falls on an employee's regularly scheduled day off, the employee will accrue eight (8) hours of holiday time that is to be taken the following work day, unless the employee arranges in advance with his/her supervisor to take another day off during the same work week.
- g. When a holiday falls on an employee's 9-hour workday, the employee will receive eight (8) hours of holiday pay and have the option of being charged one (1) hour of vacation or floating holiday, or work an additional hour, at regular pay, on a subsequent day within the same work week.
- h. Employees who take sick leave, vacation time, or other paid time off on a regularly scheduled workday will be charged with the number of hours they were regularly scheduled to work. For example, if an employee takes sick leave on a 9-hour scheduled workday, he or she will be charged with nine (9) hours of sick leave.
- i. Participation in the 9/80 work schedule is a privilege. Approval of a 9/80 work schedule does not constitute or create an entitlement or vested right to a continued 9/80 work schedule. Employees on a 9/80 work schedule will indicate their acceptance of the conditions of this policy by completing and signing an Alternative Work Week Schedule *DECLARATION OF EMPLOYEE WORK WEEK* form, which shall be kept in the employee's personnel file.

Section 4.14: LEAVE OF ABSENCE WITHOUT PAY.

Section 4.14.1: Employee Requested Leave of Absence Without Pay. The General Manager may grant a regular or probationary employee leave of absence without pay not to exceed three months. No such leave shall be granted except upon written request of the employee. The request shall set forth the reason for the request. The District's response to the request shall be in writing. An employee must first use all accrued vacation and comp time credits and/or administrative leave, and the remaining approved leave of absence will be without pay. Sick leave may not be taken. Upon expiration of a regularly approved leave of absence without pay, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time the leave was granted.

Failure on the part of an employee on leave of absence without pay to report promptly at its expiration, or within a reasonable time after notice to return to duty shall be cause for discharge. The General Manager may review and extend leaves of absence at his/her sole discretion. Supervisors may grant a regular or probationary employee leave of absence without pay not to exceed two calendar weeks. All leaves of absence without pay shall be reported to the General Manager. A leave of absence shall be considered an interruption in the probationary period. Time off on a leave of absence without pay by a probationary employee shall not be counted as part of the probation period.

Section 4.15: TUITION REIMBURSEMENT POLICY. Tuition reimbursement is available to full time employees, who have completed their initial employment probationary period, and are in good standing within their department. Employees who have transferred or have been promoted and are on probation are eligible for this program.

Employees who have been re-employed and are in their initial probationary period are not eligible for reimbursement.

Employees whose general increases are being withheld or who are under some form of disciplinary action from their supervisor or General Manager are not eligible for participation in the program.

Any employee who is eligible for tuition assistance payment or reimbursement from any other source must declare the source and amount on the tuition reimbursement application. The District will normally require the employee to use other available payment plans in preference to the District plan.

Veterans must exhaust their educational benefits before reimbursement can be approved. However, if educational benefits received do not cover the entire cost of coursework, the tuition reimbursement program may pay a percentage of the cost not reimbursed.

If an employee resigns, is discharged or laid-off prior to completion of coursework and submission of his/her grades to the Administrative Services Officer, his/her application for tuition reimbursement will be voided.

Contingent on budget allocations, full-time District employees who meet specified criteria will receive financial assistance to attend educational courses at fully-accredited educational institutes in order to foster personal development in job-related areas as well as career advancement. The program is available to employees who engage in studies that do not

interfere with regular working hours and that lead to a degree or class work that is mutually beneficial to the District and employee.

Applications must be filed and approved by supervisors and General Manager before commencing course work. To receive reimbursement the employee must submit a grade report at the end of the course, along with a tuition and fee statement, to the Administrative Services Officer showing course completion with a minimum of a C grade, or passing grade in non-graded courses.

Upon certification, the Administrative Services Officer will submit the reimbursement request for payment.

Employees participating in this program will be required to sign a statement indicating that 100% of all funds received under this program will be returned to the District if the employee is terminated or resigns from employment with the District within one year and 50% of all funds received under this program will be returned to the District if the employee is terminated or resigns from employment with the District within two years. In reviewing the proposed educational plan of an employee, it may be necessary to place a cap on the amount of District reimbursement during any one calendar year.

The tuition reimbursement may be a taxable benefit depending upon the provisions of the Internal Revenue code. The individual employee will be responsible for any tax liability.

Section 4.16: CLOTHING ALLOWANCE FOR FIELD EMPLOYEES

The District shall provide uniforms for field staff annually as follows:

- (5) shirts with the District's logo
- \$200 pant allowance
- \$300 boot allowance (to include repairs, resoles and replacement)

As needed:

- Jackets
- Coveralls
- Rain Gear
- Rubber Boots

Clothing allowances that are reportable income may have applicable taxes and other deductions, such as CalPERS, will be applied to the fiscal year allowance amount that is allotted by a check at the beginning of each fiscal year. New employees that are hired in mid-year will receive pro-rated clothing allowance.

RULE 5 – RECRUITMENT AND SELECTION

Section 5.1: PURPOSE. The purpose of the recruitment and selection process is to ensure that all position vacancies are filled with qualified and competent persons who are well suited to perform in the position for which they are employed. In that regard, all vacancies will be filled as provided in the rules, policies and procedures set forth in this Employee Handbook.

Section 5.2: NATURE OF SELECTION PROCEDURES. The methods used in the selection of District employees shall be impartial and of a relevant nature so as to fairly measure the relative capacity of job applicants to execute the duties and responsibilities of the class to which they seek to be appointed.

Section 5.3: SELECTION AND APPOINTMENT. All vacancies in the District shall be filled as provided in the rules, policies and procedures set forth in this Employee Handbook. Appointments shall be made with the objective of obtaining for the District the best qualified person or persons available as recommended by the supervisor and approved by the General Manager.

Section 5.4: APPLICATIONS AND APPLICANTS.

Section 5.4.1: Announcements. All examinations shall be publicized on the District's website and/or public bulletin boards and/or professional recruiting websites and/or media outlets, and by such methods as the Administrative Services Officer deems appropriate. Special recruiting shall be conducted, if necessary, to ensure that all segments of the community are aware of the forthcoming examinations. The announcements shall specify the title and pay of the class for which the examination is announced, the nature of the work to be performed, the preparation desirable for the performance of the work of the class, the manner of making applications, the date of filing, and other pertinent information.

Section 5.4.2: Application Forms. Applications shall be made as prescribed on the examination announcement. If prescribed by the Administrative Services Officer, application forms shall require information covering training, experience, and other pertinent information. The Administrative Services Officer will not process any application which is not fully completed and signed.

Section 5.4.3: Disqualification. The Administrative Services Officer may reject any application which indicates on its face that the applicant does not possess the minimum qualifications required for the position. Applications may be rejected if the applicant is physically or mentally unfit for the performance of duties of the position to which he/she seeks employment, is a current user of illegal drugs, has made any false statement of any material fact or practiced any deception or fraud in his/her application, or has been convicted of a felony or misdemeanor criminal offense, may reasonably be expected to interfere with or prevent effective performance in the position applied for or interfere or prevent effective District performance of its duties and responsibilities. Whenever an application is rejected, notice of such rejection shall be mailed to the applicant by the District. Defective applications may be returned to the applicant with notice to amend the same, providing the time limit for receiving applications has not expired, subject to the discretion of the Administrative Services Officer.

Section 5.4.4: Pre-Employment Screening.

A. All employment offers are conditional upon successful completion of a pre-appointed medical examination and background check, scheduled through the Administrative Services Officer. The Administrative Services Officer shall reaffirm employment offers are contingent upon successfully passing the medical examination and that the candidate should not submit termination papers to current employers until after successfully passing the medical examination.

B. All candidates are expected to provide the necessary material is to verify legal authorization to work in the United States prior to the Administrative Services Officer's scheduling of a pre-appointment physical. Job Care or any other firm the District wishes to use will review and evaluate medical examination results from the District's authorized medical clinic and notify the Administrative Services Officer of the results, indicating any restrictions. The Administrative Services Officer and General Manager will determine if any further action is necessary.

Section 5.5: EXAMINATIONS.

Section 5.5.1: Nature And Types Of Examination. The selection techniques used in the examination process shall be impartial and related to those subjects which, in the opinion of the Administrative Services Officer, fairly measure the relative capacities of the persons examined to execute the duties and responsibilities of the class to which they seek to be appointed. Examinations shall consist of selection techniques which will fairly test the qualifications of candidates such as, but not necessarily limited to, written tests, personal interviews, performance tests, physical agility tests, medical examinations, or any combination of these or other tests. The probationary period, which may include the evaluation of daily work performance and work samples, and the successful completion of prescribed training, shall be considered as an extension of the examination process. Examinations shall be designed to provide equal opportunity to all candidates by being based on an analysis of the essential qualifications for the class and covering only factors related to such qualifications.

Section 5.5.2: Open Competitive Examination. Open competitive examinations may be administered for a single class as determined by the Administrative Services Officer. Names shall be placed on employment lists, and shall remain on such lists, as prescribed in Section 5.6 of this Rule.

Section 5.5.3: Promotional Examination. Promotional examinations may be conducted whenever, in the opinion of the department supervisor or General Manager, the needs of the District require. Promotional examinations may include any of the selection techniques mentioned in Section 5.5.1 of this Rule, or any combination of them. Promotional examinations are open to District employees only. Employees who meet the requirements set forth in the promotional examination announcements may compete in promotional examinations.

Section 5.5.4: Continuous Examination. Continuous examinations may be administered periodically as the needs of the District require. Names shall be merged on employment lists according to final scores, and shall remain on such lists, as prescribed in Section 5.6 of this Rule.

Section 5.5.5: Scoring Examinations And Qualifying Scores. A candidate's score in a given examination shall be the average of scores on each competitive part of the examination for which the candidate qualified, and shall be weighted pursuant to the examination announcement. As a part of the examination, tests which are qualifying only may be used.

Section 5.5.6: Notification Of Examination Results, Review Of Papers, and Examination Appeal. Each candidate in an examination shall be given written notice of the results thereof. Any candidate shall have the right to inspect his/her own examination answer sheets within five working days after the notices of examination results were mailed. Oral interview rating sheets, test booklets and related examination materials are not open to candidate inspection. Any error in computation, if appealed to the Administrative Services Officer within this period, shall be corrected. Such corrections shall not, however, invalidate appointments previously made.

Section 5.6: METHODS OF FILLING VACANCIES.

Section 5.6.1: Types Of Appointments. All vacancies shall be filled by the Administrative Services Officer from an appropriate employment list. In the absence of persons eligible for appointment from these means, provisional appointments may be made in accordance with the rules, policies and procedures set forth in this Employee Handbook.

Section 5.6.2: Appointment. After interview and investigation, the supervisor shall recommend appointments from among those certified and shall immediately notify the General Manager of the persons recommended. The person recommended for appointment shall present himself/herself to the General Manager, or his/her designated representative, for processing, including any required medical examination, on or before the date of appointment. If the applicant accepts the appointment and presents himself/herself for duty within such period of time as the supervisor and General Manager shall prescribe, he/she shall be deemed to be appointed. Otherwise, he/she shall be deemed to have declined the appointment. The General Manager shall have the right to deny the supervisor's recommendations for hire and request a new recruitment and selection process

Section 5.6.3: Provisional Appointment. In the absence of there being names of individuals willing to accept appointment pursuant to Rule 5.7.3, a provisional appointment may be recommended by the supervisor, with the concurrence of the General Manager, of a person meeting the minimum training, experience and qualifications for the position. A provisional employee may be removed at any time without the right of appeal. A provisional employee may be employed as such for up to six months. The General Manager may extend the period for any provisional appointment for not more than an additional six month period. (See also Section 4.3.9)

Section 5.7: PROBATIONARY PERIOD.

Section 5.7.1: Objective of Probationary Period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to his/her position. An employee who passes probation remains an at-will employee.

Section 5.7.2: Regular Appointment Following Probationary Period. All original and promotional appointments shall be tentative and subject to a probationary period of 12 months of actual service. The Administrative Services Officer shall notify the supervisor one month prior to the termination of any probationary period. The supervisor shall file with the Administrative Services Officer a statement in writing to the effect that the retention of such employee with the District is desired or undesired. If an unsatisfactory performance statement is filed, the employee's employment may be immediately terminated.

Section 5.7.3: Rejection Of Probationer. During the probationary period, an employee may be rejected at any time by the supervisor, with the concurrence of the General Manager, without cause and without the right of appeal. Notification of rejection shall be in writing and

shall be served on the probationer, and a copy shall be filed with the Administrative Services Officer.

Section 5.8: PERFORMANCE EVALUATION. Evaluations of the daily work performance of employees shall be periodically conducted in accordance with procedures and time periods as determined by the Administrative Services Officer. The purpose of evaluating performance is to provide formal feedback to the employees through written and oral communications, and discussions. Methods for improving employee performance are through interim verbal and written communications, including performance improvement plans, and through the annual evaluation.

Section 5.9: SALARY RANGES. Normally, employees will be hired in the range of steps of the corresponding salary range. Negotiated salary beyond the middle step of the salary range will require the General Manager's approval.

RULE 6 – MEDICAL EXAMINATIONS

Section 6.1: MEDICAL EXAMINATIONS REQUIRED. Medical examinations may be required under the following circumstances:

- A. In order to be eligible for employment with the District.
- B. In order to be eligible for promotion or transfer to a job classification requiring greater physical qualifications than his/her present job classification.
- C. Any employee may be required to undergo a medical examination at any time designated by the Administrative Services Officer.

Section 6.2: PHYSICIAN. All medical examinations will be performed by a licensed physician approved by the Administrative Services Officer.

Section 6.3: COST OF EXAM. The District will pay the cost of any medical examination required under this Rule.

RULE 7 – OUTSIDE EMPLOYMENT

Section 7.1: GENERAL PROVISIONS. A District employee shall not engage in any outside employment that is detrimental to, or in conflict with his/her duties or service with the District. An employee must notify the General Manager in writing of any outside employment together with sufficient information regarding such outside employment as may be requested.

A supervisor may inquire as to an employee's off-duty employment when the supervisor believes that such a condition may exist and may require an employee to file notice to the General Manager. The General Manager shall determine if an employment conflict exists and shall notify the employee of his/her decision and reasons therefore in writing.

Examples of work that would be detrimental to or in conflict with duties or service with the District include, but are not limited to, the following:

- A. Work requiring the use of District vehicles or equipment.
- B. Work for a contractor who is performing work in conflict with the District.

- C. Work which would create a work schedule that is incompatible with an assigned District work schedule.
- D. Work which would present a health hazard to the employee.
- E. Work which could create a cause for disciplinary action. (See Rule 14.)
- F. Work which would provide undue liability for the District.

RULE 8 - NEPOTISM

Section 8.1 Purpose:

To ensure a fair and measured approach to the employment of relatives and to avoid conflicts (actual or potential) that can arise from nepotism.

For the purposes of this policy, a relative is any person who is related by blood or marriage or whose relationship with the employee is similar to that of persons who are related by blood or marriage. This policy applies to all employees without regard to the gender or sexual orientation of the individuals involved.

Section 8.2 Policy:

Current employees may not:

- A) Occupy a position that will assign, evaluate and /or supervise the work of a relative, domestic partner or a person they are involved with romantically.
- B) Recommend discipline and/or participate in compensation decisions concerning a relative, domestic partner or a person they are involved with romantically.
- C) Have access to confidential information pertaining to a relative, domestic partner or a person they are involved with romantically.

Section 8.3 Procedure:

An employee who is a party to a relationship covered by this policy, who does not comply after having received notice of such, will be allowed up to 30 calendar days from the date of the notice to present facts that would warrant exemption. The District will then have up to 60 calendar days to provide a final ruling. If voluntary compliance by the affected employees is not achieved in a timely manner the District may implement non-disciplinary reassignment, transfer, demotion or other actions, including but not limited to termination of employment. When options are available for both employees, the individual with the lesser amount of District - wide seniority shall be moved.

When a marriage or domestic partnership arises after employees are hired that falls within the restrictions of this policy, the affected employees will cooperate with the General Manager to determine the best course of action for immediately resolving the incompatibility, inappropriate conduct, or appearance of favoritism the relationship could create. Actions may include a transfer or reassignment or if necessary termination from employment.

RULE 9 – PERSONNEL FILES, REPORTS AND RECORDS

Section 9.1: OFFICIAL RECORDS. The Administrative Services Officer shall keep all official personnel records necessary for transactions, reference and for making reports showing administrative actions. Such records include, but are not limited to the following: records of employment history of each employee, classification plan, performance evaluation records, compensation plan, files, books and correspondence.

Section 9.2: CHANGE OF STATUS REPORT. Every appointment, transfer, promotion, change of salary rate and other temporary or permanent changes in status of employees must be documented on forms prescribed by the Administrative Services Officer. The General Manager must approve all personnel transactions.

Section 9.3: PERSONNEL FILE.

Section 9.3.1: Content Of Personnel Files. The Administrative Services Officer will maintain a file on each employee which will contain all records and documents pertinent to his/her employment status and history.

Section 9.3.2: Access To Personnel Files. The confidential information in personnel files will not be revealed to outside sources except as required by law, or with the written consent of the employee. The Administrative Services Officer may reveal the following information regarding an employee or ex-employee, in response to outside inquiries:

- A. Employee's name.
- B. Classification title and department.
- C. Status.
- D. Salary Range.
- E. Hire date and/or termination date.

This information is a matter of public record and is available to the public. The employee, his/her immediate supervisor and/or General Manager may inspect the employee's personnel file at any time during the normal working hours. Upon request, the employee shall receive a copy of any materials in the personnel file. An employee shall be furnished a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or performance. An employee may prepare material for insertion in his/her personnel file in response or rebuttal to any derogatory material in that file.

An employee's representative, with the written consent of the employee, may also review that employee's file during normal working hours.

Section 9.3.3: Notifying District of Changes in Personal Information. Each employee is responsible for promptly notifying the Personnel Manager of any changes in relevant personal information, including:

- Mailing address
- Telephone number
- Persons to contact in emergency
- Number and names of dependents

Section 9.3.4: Reference Checks. All requests from outside the District for reference checks or verification of employment concerning any current or former employee must be referred to the Administrative Services Officer. Information will be released only if the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYMENT INFORMATION, except that without such authorization, the following limited information will be provided: dates of employment, and salary upon departure. Supervisors shall not provide information in response to requests for reference checks or verification of employment, unless specifically approved by the Administrative Services Officer or General Manager on a case-by-case basis.

Section 9.4: PERFORMANCE EVALUATIONS.

A. PURPOSE

The purpose of evaluating performance is to provide formal feedback to identified goals with employees through written and oral communications and discussions. Methods for improving employee performance are through interim verbal and written communications, including performance improvement plans, and setting new goals through the annual evaluation.

B. PROCEDURES

1. The General Manager and supervisors shall evaluate employee performance annually on all employees in written format.
2. The form may be modified over time, but will be based on the classification responsibilities and cover how well the employee does not meet, meets or exceeds specific duty assignments in the classification covering the following categories:

Points shall be awarded as follows: "Unsatisfactory", zero point; "Below average", one point; "Competent", two points; "Above Average", three points; and "Superior," four points.

The 16 rating areas and total possible points in each area are as follows:

Observation of hours	2points
Appearance	2points
Compliance with Rules and Regulations	2points
Safety Practices	2points
Attendance	2points
Job Knowledge	4 points
Public Contacts	4 points
Cooperation and Attitude	4 points
Rate of Learning	4 points
Efficiency	4 points
Effectiveness Under Stress	4 points
Dependability	4 points
Innovativeness	4 points
Self Improvement	4 points
Initiative	4 points
Other: Report Writing, Equipment Maint/Care	4 points

Supervisors will be rated in the following areas in addition to those areas listed above:

Leadership	4 points
Productivity	4 points
Evaluating Subordinates	4 points
Supervisory Abilities	4 points
Encourages Suggestions	4 points

3. All District employees are at-will employees except for contracted employees. Each employee will be evaluated for suitability in the position on a continual basis. All new District employees shall be given a six-month performance evaluation conducted with the supervisor and reviewed annually thereafter.

4. Employees shall be evaluated annually. The written performance evaluation shall be used as one of the justifications to recommend step (merit) increases for employees. Step increases are not automatic and must be earned by demonstrating satisfactory or higher performance. Normally, a merit step

increase range from 2% to 5% may be given to employees who, at the minimum, meet standards for satisfactory performance. The General Manager is responsible for final approvals for all District merit increases.

5. Supervisors may give special evaluations to employees at any time, based on the needs of the District and the employees, identifying corrective actions. The need for such evaluations shall be discussed first with the General Manager.

6. After rating an employee on the written form and reviewing the form with the General Manager, the immediate supervisor will meet with the evaluated employee to review the evaluation, giving the employee an opportunity to discuss his/her performance with the supervisor in depth.

7. The Supervisor, employee, the General Manager shall sign and comment on each employee evaluation. A final copy of the written evaluation shall be given to the employee for his/her personal files and reference. The Administrative Services Officer shall maintain all personnel folders, including copies of the written performance evaluations. Employees shall have access to their personnel files upon reasonable notice.

8. Part-time employees may be evaluated annually using the same procedures and may be considered for merit step increases. Employees working part-time in any classification may be considered for merit step increases on an annual basis with the approval of the General Manager.

9. Merit increases will be effective at the beginning of the pay period including the employee's merit review date. Merit increases will be applied retroactively in the event a performance evaluation is not completed within the appropriate pay period.

10. Approved merit increases based on performance evaluations shall be documented on a Personnel Action Form

RULE 10 - TRAINING

Section 10.1: GENERAL POLICY. It is the policy of the District to encourage and promote training and educational opportunities for all District employees so that the services they render to the District may be made more effective.

Section 10.2: ORIENTATION OF NEW EMPLOYEES. Within 10 working days following initial employment, the Administrative Services Officer and supervisor shall familiarize a new employee with the employee's obligations and rights, and also inform the employee about the functions and operations of the District. The Administrative Services Officer shall assist supervisors with the orientation of new employees.

Section 10.3: TIME OF TRAINING PERIODS. Authorized training periods may be conducted either during or after normal working hours. Training sessions conducted during normal working hours shall be arranged so as to minimize interference with scheduled work.

Section 10.4: TYPES OF TRAINING. For the purpose of administration, the following categories of training are recognized.

Section 10.4.1: In-Service Training. Any formal employee training or development program that is sponsored by the District and conducted during an employee's regular hours of work. Such programs are designed and conducted to meet job related needs of District employees.

Section 10.4.2: Out-Service Training. Any formal employee training or development program that is sponsored and conducted by any agency or organization other than the District. Assignment to such a program is for the purpose of meeting the needs of the District, for continuing employee training development, and the upgrading of employee's skills. Conferences and seminars that are conducted primarily for training and educational development purposes are considered out-service training.

Section 10.4.3: Required Out-Service Training. Required out-service training is directly related to improving the employee's performance of present duties and is required by the District.

Section 10.4.4: Career-Related Elective Out-Service Training. Career-related, elective out-service training is related to improving the employee's performance of present or future assignments in the District, and is not required by the District.

Section 10.5: PAYMENT OF TRAINING EXPENSES.

Section 10.5.1: Approval Of Supervisor. No out-service training may be authorized or expenses paid without the prior approval of the supervisor.

Section 10.5.2: Required Out-Service Training. When assigned to required out-service training, the employee receives his/her regular salary and is reimbursed for tuition, travel, meals and lodging.

Section 10.5.3: Career-Related Out-Service Training. When an employee desires to participate in career-oriented out-service training, the supervisor may, within budgetary limits and in accordance with District policies, recommend the payment of regular salary and

appropriate reimbursement. Prior to the commencement of training, approval of the General Manager is required.

Section 10.5.4: Uncompleted Assignment. An employee who does not satisfactorily complete an out-service training or educational assignment according to standards determined by the General Manager is not eligible for reimbursement of tuition expenses and shall return any advance payment received. The employee may also be subject to disciplinary action as provided in the rules, policies and procedures set forth in this Employee Handbook.

The employee or his/her estate will receive reimbursement for tuition expenses if the training assignment is terminated prior to completion either:

- A. At the convenience of the District
- B. Because of death, prolonged illness, disability or other eventuality beyond the control of the employee as determined by the supervisor and approved by the General Manager

RULE 11 – TRANSFER, PROMOTION AND REHIRE

Section 11.1: TRANSFER. No person shall be transferred to a position for which he/she does not possess the minimum qualifications. Upon notice to the General Manager, an employee may be transferred by the supervisor at any time from one position to another position in a comparable class. For transfer purposes, a comparable class is one with the same maximum salary and benefits, involves the performance of similar duties, and requires substantially the same basic qualifications.

If the transfer involves a change from one Department to another, both supervisors must consent thereto unless the General Manager directs the transfer for purposes of economy and efficiency.

Section 11.2: PROMOTIONS. Insofar as consistent with the best interests of the District, as determined by the General Manager in consultation with the supervisor, vacancies may be filled by promotion from

If, in the opinion of the General Manager, in consultation with a supervisor, a vacancy in the position could be filled better by an open-competitive examination instead of promotional examination, then the General Manager shall arrange for an open competitive examination as provided in the rules, policies and procedures set forth in this Employee Handbook.

Section 11.3: REHIRE. A supervisor, with the approval of the General Manager, may rehire a regular or probationary employee who has completed at least six months of probationary service and who has resigned with a good record, to a vacant position in the same or comparable classification from which the employee resigned. Upon rehire, the employee shall be subject to the probationary period prescribed for the class. No credit for former employment shall be granted in computing salary, vacation, sick leave or other benefits. If an employee has previously resigned twice from regular positions the employee may not be considered for rehire. (See Rule 12.3.)

RULE 12 – SEPARATION FROM SERVICE

Section 12.1: DISCHARGE. An employee may be recommended for discharge at any time by a supervisor or by the General Manager as provided for in Rule 13. Whenever it is the recommendation of a supervisor to discharge an employee, the approval of the General Manager is required.

Section 12.1.1: DISCHARGE PROCEDURE.

- A. For employees who are retiring, resigning, being discharged, or laid off, the General Manager shall show the last day worked as the termination date on the Personnel Action Form which is also the last day physically on the job. Employees cannot extend their termination date by use of any leave time (i.e. vacation leave).
- B. Administrative Services Officer must submit the employee's final Personnel Action Form and employee's time sheet to the General Manager in a timely manner for approval for all terminating employees.
- C. The General Manager may provide terminating full-time employees the opportunity to participate in an exit interview. The Administrative Services Officer shall inform eligible individuals about continuing benefits for which they are eligible.
- D. Terminating employees shall turn in to the Administrative Services Officer all District property such as the Employee Handbook, keys, uniforms, identification cards, parking tags and cell phone.
- E. Processing of the final paycheck will occur when all personnel actions and forms are submitted. The final paycheck will not be made by direct deposit and will be forwarded to the General Manager for distribution to the terminated employee. Terminating employees will receive their final paycheck on the next regularly scheduled paycheck date. The District is exempt from California Labor Code Section 201, which states wages earned and unpaid are due and payable immediately to a discharged employee.

Section 12.2: LAYOFF.

A. POLICY.

The District may abolish a position within a class in the classified service because of material changes in duties or organization, elimination or reduction in service level, privatization and/or a shortage of work or funds, which in turn may require the layoff of one or more employees.

B. PROCEDURE.

1. When a position within a class is abolished thereby necessitating a layoff, the following procedure shall be followed:
 - a. Reductions in the workforce shall be made by the Board of Directors.
 - b. The General Manager shall notify employees of the intended action with reasons therefor 30 calendar days before the effective date of the layoff.

c. Reassignment or voluntary demotion within the District to an equivalent or lower job class may be made to prevent a layoff provided the employee is qualified by education and/or experience, is capable of performing the duties of the classification and has satisfactory performance evaluations for the preceding two years. An employee who is reassigned or demoted shall be placed on the salary step within the new classification range closest to the rate of pay the employee previously received and retain the same anniversary date for purposes of merit pay increases. An employee so reassigned or demoted shall be reinstated to the former job class and salary step status when positions in the former job class become vacant and provided that the employee has performed satisfactorily in the current position. Reinstatement shall be based on the employee that has the highest performance evaluation scores for the last two years. If two or more employees have the same performance evaluation score, the reinstatement shall be based on seniority.

d. The name of an employee who has been laid off due to the reduction in the workforce shall be placed on the reemployment list for his/her job class. The reemployment list shall be used whenever a vacancy for that class is to be filled. Names will remain on the appropriate reemployment list for a period of three years from the date of separation. Reemployment shall be on the basis of previous District seniority. After separation from the District employment for more than one year, a person rehired may be required to successfully pass a physical and/or competency examination.

e. Whenever an employee is reemployed to a vacant position in his/her former job class, he/she shall be given a new anniversary date for purposes of merit pay increases and performance reviews.

f. An employee rehired from the reemployment list shall be considered to have continuous service and may be credited with the amount of accumulated vacation and sick leave he/she had accrued at the time of layoff if he/she elects to remit to the District any payment received for the accumulated vacation and sick leave upon separation from District employment.

g. Failure to return to work from layoff within 21 calendar days after notice to return by certified or registered mail to the employee at his/her last known address on file shall constitute the employee's waiver of any right to return to work and eliminates any future reemployment responsibilities placed on the District.

h. All other benefits or programs in effect at the time of layoff shall be forfeited upon reemployment unless they are still applied to the old classification at the time of rehire or provided to new hires as of that date.

Section 12.2.1: General Policy. An employee may be laid off because of either the abolition of his/her position or a determination by the District that there is a shortage of work or funds. The General Manager shall determine when and in what position classifications layoffs are to occur. The Administrative Services Officer shall be responsible for the implementation of a layoff order of the General Manager in accordance with the procedures described herein.

Section 12.2.2: Notice of Layoff To Employees. An employee to be laid off shall be notified in writing of the impending action at least 10 calendar days in advance of the effective date of the layoff, or in accordance with the appropriate salary and benefit plan. The notice shall include the following information:

- A. Reason for layoff.
- B. Effective date of layoff.
- C. Employee rights as provided in these rules.

Section 12.2.3: Removal Of Names From Reinstatement Lists. The Administrative Services Officer may remove an employee's name from a reinstatement list if any of the following occur:

- A. The individual indicates in writing that he/she will be unable to return to employment with the District during the life of the list.
- B. The individual cannot be reached by certified mail after reasonable efforts have been made to do so.
- C. The individual refuses two reinstatement offers as confirmed by certified mail. It is the employee's responsibility to keep the Administrative Services Officer advised of any changes in mailing address or availability.

Section 12.2.4: Employee Rights And Responsibilities. In addition to others identified herein, employees affected by these procedures shall have the following rights:

- A. Through prior arrangement with his/her immediate supervisor, an employee may use accrued vacation leave time to seek and apply for other employment.
- B. An employee who has been laid off shall be paid as provided for in the rules, policies and procedures set forth in this Employee Handbook for his/her unused accrued vacation leave on the effective date of the layoff.
- C. An employee who has been laid off may be allowed to continue health insurance coverage in the group at his/her own cost as provided under federal COBRA regulations. This provision of health insurance will cease if the employee finds other employment. To have this coverage the employee must notify the Administrative Services Officer in writing within 10 days after the receipt of the notification of layoff.
- D. When an individual is reinstated he/she shall be entitled to:
 - 1. Accrue vacation leave at the same rate at which it was accrued at the time of the layoff.

2. Have any unused or uncompensated sick leave reinstated. An individual reinstated into the job classification from which he/she was laid off shall be assigned to the same salary range and step he/she held at the time of the layoff. An individual reinstated into a job classification other than the classification from which he/she was laid off shall be assigned to the salary range of the new classification at the amount closest to the salary he/she earned at the time of the layoff. An individual reinstated into the classification from which he/she was laid off while still a probationary employee shall complete, upon return to the job, the remaining portion of his/her probationary period, if any, in effect at the time of the layoff. In addition, he/she shall complete one month of probation for each month laid off, not to exceed a total probationary period of 12 months. Similarly, an individual who is reinstated shall complete, upon return to the job, the same work time he/she would have had to work at the time of the layoff to attain a higher vacation leave accrual rate or to become eligible for a salary step increase, if such changes are possible. An individual who is rehired is not eligible for the provisions of this subsection (13.2.4D) of this Rule.

Section 12.2.5: Appeals. An employee aggrieved by actions taken or interpretations made pursuant to the procedures described in this Rule may exercise the appeal procedures as hereinafter provided in Rule 14. Determinations by the General Manager relative to when and in what classification layoffs are to occur shall not be matters subject to the appeal procedures.

Section 12.3.6: RESIGNATION. An employee wishing to leave District employment in good standing shall file with the supervisor a written resignation stating the effective date at least two weeks before leaving, unless such time limit is waived by the General Manager. The resignation becomes final upon acceptance by the General Manager. Once the resignation is accepted by the General Manager, it may not be withdrawn. The District will pay an employee for all hours worked within 72 hours after termination and all accumulated reimbursable benefits no later than the nearest payday following termination of the employee. Failure to give notice as required by this Section may be cause for denying future employment by the District.

Per the discretion of the General Manager, an employee who resigns from employment with the District from two regular positions may not be considered for a third position with the District.

RULE 13 – CONDUCT AND DISCIPLINE

Section 13.1: EMPLOYEE CONDUCT GENERALLY. It is expected that all District employees shall render the best possible service and reflect credit on the District. Therefore high standards of conduct are essential.

Section 13.2: IMPROPER EMPLOYEE CONDUCT. The term "improper conduct" means not only any improper action by an employee in the employee's official capacity, but also conduct by an employee not connected with the employee's official duties which brings discredit to the District, which affects the ability to perform the employee's duties officially, or any improper use of the position as an employee for personal advantage. Improper conduct may be cause for disciplinary action. In addition, improper conduct includes, but is not limited to, the following:

- A. Fraud in securing employment or making a materially false statement on an application for employment or on any supporting documents furnished with or made a part of any application.
- B. Incompetency such as failure to comply with the minimum standards for an employee's position for a significant period of time.
- C. Neglect of duty, such as failure to perform the duties required of an employee's position.
- D. Willful disobedience and insubordination such as a willful failure to submit to duly appointed and acting supervision or to conform to duly established orders or directions of persons in a supervisory position.
- E. Dishonesty involving employment.
- F. Being under the influence of alcohol or intoxicating drugs while on duty without a prescription.
- G. Addiction to or habitual use of alcoholic beverages, narcotics or any habit-forming drug.
- H. Violation of the District's Drug and Alcohol Abuse and Contraband Policy.
- I. Violation of the District's Harassment Policy.
- J. Violation of the District's Workplace Violence Prevention Policy.
- K. Carrying firearms or other dangerous weapons on District premises, unless authorized to do so.
- L. Inexcusable absence.
- M. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
- N. Discourteous treatment of the public or other employees.
- O. Improper or unauthorized use of District property.
- P. Theft.
- Q. Any act of conduct undertaken which, either during or outside of duty hours, is of such a nature that it causes discredit to fall upon the District.
- R. Failure to maintain proper conduct during working hours causing discredit to the District.
- S. Mishandling of public funds.
- T. Abuse of sick leave.

- U. Excessive absenteeism.
- V. Inattention to duty, tardiness, indolence, carelessness or negligence in the care and handling of District property.
- W. The employee's failure to resolve a physical or mental infirmity(s) or defect(s), when it is within the capacity of the employee to do so and when directed by his/her supervisor.
- X. Outside employment which conflicts with the employee's position and is not specifically authorized by the Administrative Services Officer or General Manager.
- Y. Acceptance from any source of any emolument, reward, gift or other form of remuneration in addition to the employee's regular compensation, as a personal benefit to the employee for actions performed in the normal course of the employee's assigned duties.
- Z. Falsification of any District report or record, or of any report or record required to be, or, filed by the employee, including but not limited to time records.
- AA. Violation of any of the provisions of this Employee Handbook, District Operations Code, ordinances, resolutions, or any rules, regulations or policies which may be prescribed by the District Board of Directors, General Manager, or supervisor.
- BB. Working overtime without prior authorization.
- CC. Political activities precluded by Local, State or Federal law.
- DD. Other acts which are incompatible with service to the public.

RULE 14 – GRIEVANCE PROCEDURE

Section 14.1: PURPOSE. The purpose of the Grievance Procedure is to:

- A. Afford employees a systematic means of obtaining consideration of concerns or problems.
- B. Provide that grievances are settled as near as possible to the point of origin.
- C. Provide that appeals are conducted as informally as possible.

Section 14.2: MATTERS SUBJECT TO GRIEVANCE. Any alleged violation of the rules, policies and procedures set forth in this Employee Handbook, any alleged improper treatment of an employee, and any decision affecting an employee's employment may be considered to be a matter subject to review through the grievance procedure.

Section 14.3: MATTERS NOT SUBJECT TO GRIEVANCE. Employees may initiate a grievance and at the first or subsequent steps in the grievance procedure a decision may be made that the matter involved is not subject to grievance. Such matters may include, but are not limited to, merit increases, compensation, work methods, equipment, hours of work, services provided, staffing levels, allocation to classifications, and changes in the content of employee performance evaluations, verbal or written reprimands or counseling memos.

Section 14.4: GRIEVANCE PROCEDURE.

Step One

An attempt must be made to resolve all grievances on an informal basis between the employee and the immediate supervisor. It is the responsibility of the employee to initiate this process within seven calendar days of the date when the aggrieved action or incident became known to the employee.

Step Two

If the grievance is not satisfactorily resolved on an informal basis, the employee shall submit the grievance in writing to the employee's immediate supervisor within 15 calendar days after the informal decision of the immediate supervisor. The supervisor must deliver his/her answer in writing to the employee within 15 calendar days after receiving the appeal.

Step Three

If the grievance is not satisfactorily resolved at the second step, the employee shall present his/her appeal to his/her supervisor's immediate supervisor within 15 calendar days after receipt of the written decision of his/her supervisor. The supervisor receiving the appeal shall render a decision, in writing, and return it to the employee within 15 calendar days after receiving the appeal.

Step Four

If the grievance is not satisfactorily resolved at the third step, the employee shall submit the grievance in writing to the General Manager within 15 calendar days after the decision of the employee's immediate supervisor is received. The General Manager shall render a decision in writing to the employee within 20 calendar days after receiving the appeal.

Section 14.5: CONDUCT OF GRIEVANCE PROCEDURE.

Section 14.5.1: Time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.

Section 14.5.2: Employee must be assured freedom from reprisal for using the grievance procedure.

RULE 15 – HARASSMENT POLICY

POLICY

A. Introduction: The Hidden Valley Lake Community Services District is dedicated to providing a work environment for its employees that is free of harassment and discrimination. The District prohibits harassment and discrimination because of race, religion, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, genetic information or any other basis protected by federal, state or local law, ordinance or regulation. Such harassment and discrimination is unlawful and will not be tolerated. This policy prohibits unlawful harassment or discrimination of or by any employee of the District, including supervisors and co-workers. It also extends to vendors, independent contractors and others doing business with the District.

Section 15.2: Definition and Examples of Harassment. Harassment because of race, religion, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sex, sexual orientation, genetic information or any other protected basis is prohibited, including, but not limited to the following behavior and circumstances:

1. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
2. Visual conduct such as derogatory and/or sexual oriented posters, photography, cartoons, drawings or gestures;
3. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis; and,
4. Retaliation for having reported or threatened to report harassment.
5. Harassment can occur between any individuals associated with the District. Such individuals may include: Board members, supervisors, coworkers, agents, customers, vendors, contractors, or members of the general public.
6. The victim of harassment may not be the person that is the recipient of inappropriate comments, actions, images, etc. Anyone who is affected by offensive conduct may be considered the victim of harassment.

Sexual harassment is a form of harassment. Sexual harassment is defined by the Fair Employment and Housing Commission as “unwanted sexual advances, or visual, verbal or physical conduct of a sexual nature.”

Section 15.3: Complaint Process. If an employee thinks he or she is being harassed or discriminated against on the job because of gender, race, or other protected basis, or if an employee observes behavior he or she believes to be in violation of this policy, the employee should immediately contact his or her immediate supervisor, the Administrative Services Officer to the General Manager, the General Manager, the President of the Board of Directors, or any other supervisor with whom the employee feels comfortable. The complaint should include all details of the incident (s), the names of all individuals involved, and the names of any witnesses. Every complaint that is reported will be taken seriously and investigated thoroughly. If harassment or discrimination is not reported, it cannot be investigated. The District will not retaliate against anyone for reporting any incidents of harassment, for making any complaints of harassment, or for participating in any investigation. Every employee’s cooperation is crucial.

Section 15.4: Complaint Response Process

- a) Staff receiving harassment complaints will refer them immediately to the General Manager or to the President of the Board of Directors if the General Manager is unavailable or personally involved in the complaint. Supervisors must refer all harassment complaints to the General Manager or to the President of the Board of Directors if the General Manager is unavailable or personally involved in the complaint.
- b) The General Manager will call a special meeting, within one (1) week from the date of the complaint or as soon thereafter as is

practicable, in order to notify the Board of Directors that a claim of harassment has been made against an employee, a staff member, or other person doing business with the District.

c) The General Manager, or his/her designee, upon receiving direction from the Board of Directors, will ensure that an immediate, effective, thorough, and objective investigation of the allegation(s) is undertaken. Any information obtained through the investigation will be kept confidential to the extent possible to conduct an effective investigation into the allegations.

Section 15.5: Findings and Retaliation. If it is determined that harassment has occurred effective remedial action will be taken in accordance with the circumstances involved. Any employee determined to be responsible for harassment will be subject to appropriate disciplinary action, up to and including termination. After the investigation and findings have been concluded, the District may communicate its findings to the complainant, the alleged harasser, and any other concerned party. Employees complaining of harassment, or otherwise participating in the District's investigation of such conduct, shall be protected from any form of reprisal and/or retaliation.

Section 15.6: Immediate Reporting. All employees should report any incidents immediately so that complaints can be quickly and fairly resolved. The California Department of Fair Employment and Housing ("DFEH") investigates and may prosecute complaints of harassment. An employee may have a claim of harassment even if he or she has not lost a job related or economic benefit. Whenever an employee thinks he or she has been harassed or that he or she has been retaliated against for resisting or complaining, that employee may file a complaint with the DFEH. The nearest DFEH office is listed in the telephone book.

Section 15.7: Romantic Relationships. In addition, the District desires to avoid misunderstandings, complaints of favoritism, and claims of sexual harassment and employee dissension that may result from personal or social relationships amongst employees. Therefore, the District asks that if employees become romantically involved with one another they disclose their relationship to an appropriate supervisor with whom they feel comfortable. The supervisor should notify the Administrative Services Officer, the General Manager, or the President of the Board of Directors, as appropriate.

RULE 16 – ZERO TOLERANCE INCIVILITY AND BULLYING POLICY

Section 16.1: POLICY. The District has a zero tolerance policy for incivility and bullying in the workplace. Understanding and mutual respect toward all individuals are essential elements to the existence of a safe and healthy workplace. Any employee who commits an act of incivility or bullying is subject to disciplinary action up to and including termination. This policy applies to all District personnel.

Section 16.2: INCIVILITY.

A. Uncivil office behavior includes acting in a characteristically rude and discourteous manner and, displaying a lack of regard for others. Examples include: taking someone else's food or beverage, purposely not greeting or acknowledging someone at the office, and not giving credit to a colleague on a project. When incivility is extensive it leads to lower job satisfaction, decrease in performance, higher absenteeism, and low morale.

B. Preventive/Response Measure: Treat other workers the way you would like to be treated, extend common courtesies, maintain appropriate boundaries, and ask for assistance from management or human resources when needed.

Section 16.3: BULLYING.

A. Workplace bullying is behavior that harms, intimidates, offends, degrades, or humiliates an employee, possibly in front of other employees, clients, or customers. Workplace bullying may cause the loss of trained and talented employees, reduce productivity and morale, and create legal risks. Examples of bullying include: spreading rumors, gossip and innuendo, intimidating a person, undermining or deliberately impeding a person's work, physically abusing or threatening abuse, removing areas of responsibilities without cause, withholding necessary information, making jokes that are obviously offensive, intruding on a person's privacy by pestering/spying/stalking, creating a feeling of uselessness, yelling or using profanity, criticizing a person consistently or constantly, belittling a person's opinion, unwarranted punishment, blocking applications for training/leave/promotion, tampering with a person's personal belongings. If in doubt if an action could be bullying, ask yourself if a reasonable person would consider the action acceptable.

B. Preventive/Response Measure: Report bullying to your supervisor or Administrative Services Officer. An informal investigation will be conducted. In the event the informal stage is not sufficient, or the offense is of a serious nature, a formal investigation will be conducted. Any reports of workplace bullying will be treated seriously and investigated promptly. Managers and supervisors must ensure employees who make complaints, or witnesses are not victimized.

Section 16.4: TRAINING. In order to eliminate and/or minimize risks involved with incivility and bullying, the Administrative Services Officer is responsible for scheduling training for employees. Staff is responsible for implementing the training. Managers and Supervisors are responsible for enforcing the policy.

RULE 17 – WORKPLACE VIOLENCE PREVENTION POLICY

Section 17.1: PURPOSE. The purpose of this policy is to maintain a zero tolerance standard of violence in the workplace. This policy provides District employees with guidance that will maintain an environment at and within District premises and facilities as

well as events that are free of violence and the threat of violence. This policy applies to all full-time and part-time employees and includes volunteers, temporary and provisional employees as well as contracted employees.

Section 17.2: POLICY. The District prohibits violent behavior of any kind or threats of violence, either implied or direct, in District premises and facilities as well as at District sponsored events. Such conduct by a District employee will not be tolerated. An employee who exhibits violent behavior may be subject to criminal prosecution and shall be subject to disciplinary action up to and including termination. Violent threats or actions by a non-employee may result in criminal prosecution. The District will investigate all complaints filed and will also investigate any possible violation of this policy of which District management are made aware. Retaliation against a person who makes a good faith complaint regarding violent behavior or threats of violence made to him/her is also prohibited.

Section 17.3: DEFINITIONS.

- A. Workplace Violence: Behavior in which an employee, former employee or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the workplace.
- B. Threat: The implication or expression of intent to inflict physical harm or actions that a reasonable person would interpret as a threat to physical safety or property.
- C. District premises or District facilities means all property of the District including, but not limited to the offices, facilities and surrounding areas on District-owned or -leased property, parking lots, and storage areas. The term also includes District-owned or -leased vehicles and equipment wherever located, as well as, pump station, sites, sewer line, excavation sites.
- D. Intimidation: Making others afraid or fearful through threatening behavior.
- E. Zero-tolerance: A standard that establishes that any behavior, implied or actual that violates the policy will not be tolerated.
- F. Court Order: An order by a Court that specifies and/or restricts the behavior of an individual. Court orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including Temporary Restraining Orders.

Section 17.4: PROHIBITED BEHAVIOR.

- A. Violence in the workplace may include, but is not limited to the following list of prohibited behaviors directed at or by a co-worker, supervisor or member of the public:

1. Direct threats or physical intimidation.
2. Implications or suggestions of violence.
3. Stalking including following to and from work.
4. Possession of weapons of any kind on District premises, including parking lots, other exterior premises or while engaged in activities for District in other locations, or at District sponsored events.
5. Assault of any form.
6. Physical restraint or confinement.
7. Dangerous or threatening horseplay.
8. Loud, disruptive or angry behavior or language that is clearly not part of the typical work environment.
9. Blatant or intentional disregard for the safety or well-being of others.
10. Commission of a violent felony or misdemeanor on District premises.
11. Any other act that a reasonable person would perceive as constituting a threat of violence.

B. Domestic violence, while often originating in the home, can significantly impact workplace safety and the productivity of victims as well as co-workers. For the purposes of this document, "domestic violence" is defined as abuse committed against an adult or fully emancipated minor. Abuse is the intentional or reckless attempt to cause bodily injury, sexual assault, threatening behavior, harassment, or stalking, or making annoying phone calls to a person who is in any of the following relationships:

1. Spouse or former spouse;
2. Domestic partner or former domestic partner;
3. Cohabitant or former cohabitant and or other household members;
4. A person with whom the victim is having, or has had, a dating or engagement relationship;
5. A person with whom the victim has a child.
6. The District recognizes that domestic violence may occur in relationships regardless of the marital status, age, race, or sexual orientation of the parties.

C. REPORTING ACTS OR THREATS OF VIOLENCE.

An employee who:

1. is the victim of violence, or
2. believes they have been threatened with violence, or
3. witnesses an act or threat of violence towards anyone else shall take the following steps:
 - a. If an emergency exists and the situation is one of immediate danger, the employee shall contact the Lake County Sheriff's Department by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect himself/herself from immediate harm, such as leaving the area.
 - b. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or manager as soon as possible and complete the District's Workplace Violence Incident Report Form.

D. PROCEDURES FOR FUTURE VIOLENCE.

1. Employees who have reason to believe they, or others, may be victimized by a violent act sometime in the future, at the workplace or as a direct result of their employment with the District, shall inform their supervisor by immediately completing a Workplace Violence Incident Report Form so appropriate action may be taken. The supervisor shall inform the General Manager and the local law enforcement officials.
2. Employees who have signed and filed a restraining order, temporary or permanent, against an individual due to a potential act of violence, who would be in violation of the order by coming near them at work, shall immediately supply a copy of the signed order to their supervisor. The supervisor shall provide copies to the General Manager and to the Lake County Police/Sheriff Department.

E. INCIDENT INVESTIGATION.

1. Acts of violence or threats will be investigated immediately in order to protect employees from danger, unnecessary anxiety concerning their welfare, and the loss of productivity. The General Manager will cause to be initiated an investigation into potential violation of work rules/policies. Simultaneously, the General Manager will refer the matter to ~~local police~~ the Lake County Sheriff's Department for their review of potential violation of civil and/or criminal law.

2. Procedures for investigating incidents of workplace violence include:
 - a. Visiting the scene of an incident as soon as possible.
 - b. Interviewing injured and threatened employees and witnesses.
 - c. Examining the workplace for security risk factors associated with the incident, including any reports of inappropriate behavior by the perpetrator.
 - d. Determining the cause of the incident.
 - e. Taking mitigating action to prevent the incident from recurring.
 - f. Recording the findings and mitigating actions taken.
3. In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and the investigation but may need to disclose results in appropriate circumstances; for example, in order to protect individual safety. The District will not tolerate retaliation against any employee who reports workplace violence.

F. MITIGATING MEASURES.

Incidents which threaten the security of employees shall be mitigated as soon as possible following their discovery. Mitigating actions include:

1. Notification of law enforcement authorities when a potential criminal act has occurred.
2. Provision of emergency medical care in the event of any violent act upon an employee.
3. Post-event trauma counseling for those employees desiring such assistance.
4. Assurance that incidents are handled in accordance with the Workplace Violence Prevention policy.
5. Requesting District Counsel file a restraining order as appropriate.

G. TRAINING AND INSTRUCTION.

1. The District shall be responsible for ensuring that all employees, including managers and supervisors, are provided training and instruction on general workplace security practices. Managers and supervisors shall be responsible for ensuring that all employees are provided training and instructions on job specific workplace security practices.

2. Training and instruction shall be provided as follows:
 - a. To all current employees when the policy is first implemented. Employees will be required to sign a written acknowledgment that the policy has been received and read.
 - b. To all newly hired employees, supervisors and managers, or employees given new job assignments for which specific workplace security training for that job assignment has not previously been provided. Employees will be required to sign a written acknowledgment that the policy has been received and read.
 - c. To affected employees whenever management is made aware of a new or previously unrecognized hazard.
3. Workplace security training and instruction includes, but is not limited to, the following:
 - a. Preventive measures to reduce the threat of workplace violence, including procedures for reporting workplace security hazards.
 - b. Methods to diffuse hostile or threatening situations.
 - c. Escape routes.
 - d. Explanation of this Workplace Violence Prevention Policy.

In addition, specific instructions shall be provided to all employees regarding workplace security hazards unique to their job assignment.

RULE 18 – DRUG AND ALCOHOL ABUSE AND CONTRABAND POLICY

Section 18.1: PURPOSE. The purpose of this policy is to outline the goals and objectives of the District's drug and alcohol testing program and provide guidance to supervisors and employees concerning their responsibilities for carrying out the program. This policy applies to all full-time and part-time employees and includes volunteers, temporary and provisional employees as well as contracted employees.

Section 18.2: POLICY.

A. The District has a vital interest in maintaining a safe, healthy, and efficient working environment. Being under the influence of a drug or alcohol on the job poses serious safety and health risks to the user and to all those who work with the user. The use, sale, purchase, transfer or possession of an illegal drug in the workplace, and/or being under the influence of alcohol poses unacceptable risks for safe, healthy, and efficient operations.

- B. The District has the right and obligation to maintain a safe, healthy and efficient workplace for all of its employees, and to protect the organization's property, information, equipment, operations and reputation, as well as protecting the public.
- C. The District recognizes its obligations to the public for the provision of services that are free of the influence of illegal drugs and alcohol, and will endeavor through this policy to provide drug-and alcohol-free services.
- D. The District further expresses its intent through this policy to comply with federal and state rules, regulations or laws that relate to the maintenance of a workplace free from illegal drugs and alcohol.
- E. As a condition of employment, all employees are required to abide by the terms of this policy and to notify District management of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- F. The District has a heightened interest in safety concerns with heavy equipment operators and others who operate potentially dangerous equipment that justifies special provisions relating to those employees.

Section 18.3: DEFINITIONS.

- A. Alcohol means any beverage that contains ethyl alcohol (ethanol), including but not limited to beer, wine and distilled spirits.
- B. Contraband means any article, the possession of which on District premises or while on District business, that causes an employee to be in violation of the policies in this Handbook, any other District rules or regulations or state and/or federal law. Contraband includes illegal drugs, drug paraphernalia, lethal weapons, firearms, explosives, incendiaries and stolen property.
- C. District premises or District facilities means all property of the District including, but not limited to the offices, facilities and surrounding areas on District-owned or -leased property, pump stations, sewer line easement areas, parking lots and storage areas. The term also includes District-owned or -leased vehicles and equipment wherever located.
- D. Drug testing means the scientific analysis of urine, blood, breath, saliva, hair, tissue and other specimens of the human body for the purpose of detecting a drug or alcohol.
- E. Illegal drug means any drug which is not legally obtainable; any drug which is legally obtainable but has not been legally obtained; any prescribed drug not legally obtained; any prescribed drug not being used for the prescribed purpose; any over-the-counter drug being used at a dosage level other than recommended by the manufacturer or being used for a purpose other than intended by the manufacturer;

and any drug being used for a purpose not in accordance with bona fide medical therapy. Examples of illegal drugs are cannabis substances, such as marijuana and hashish, cocaine, heroin, methamphetamine, phencyclidine (PCP), and so-called designer drugs and look-alike drugs.

F. Legal drug means any prescribed drug or over-the-counter drug that has been legally obtained and is being used for the purpose for which prescribed or manufactured.

G. Reasonable suspicion means a belief based on objective facts sufficient to lead a prudent person to conclude that a particular employee is unable to satisfactorily perform his or her job duties due to drug or alcohol impairment. Such inability to perform may include, but is not be limited to, decreases in the quality or quantity of the employee's productivity, judgment, reasoning, concentration and psychomotor control, and marked changes in behavior. Accidents, deviations from safe working practices and erratic conduct indicative of impairment are examples of "reasonable suspicion" situations.

H. Under the influence means a condition in which a person is affected by a drug or by alcohol in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior, or to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance. A determination of being under the influence can be established by a professional opinion, a scientifically valid test, such as urinalysis or blood analysis, and in some cases by the opinion of a layperson.

Section 18.4: EDUCATION.

- A. Supervisors and other management personnel are to be trained in:
1. Detecting the signs and behavior of employees who may be using drugs or alcohol in violation of this policy;
 2. Intervening in situations that may involve violations of this policy;
 3. Recognizing the above activities as a direct job responsibility.
- B. Employees are to be informed of:
1. The health and safety dangers associated with drug and alcohol abuse;
 2. The provisions of this policy.

Section 18.5: PROHIBITED ACTIVITIES.

A. LEGAL DRUGS.

1. The undisclosed use of any legal drug, which could interfere with the safe and efficient performance of duties or operation of District equipment, by any employee while performing District business or while on District premises is prohibited. However, an employee may continue to work even though using a legal drug if District management has determined, after consulting with General Manager, that such use does not pose a threat to safety and that the using employee's job performance is not significantly affected. Otherwise, the employee may be required to take leave of absence or comply with other appropriate action as determined by District management.

2. An employee whose medical therapy requires the use of a legal drug, which could interfere with the safe and efficient performance of duties or operation of District equipment, must report such use to his or her supervisor prior to the performance of District business. The supervisor who is so informed will contact the General Manager.

3. The District at all times reserves the right to judge the effect that a legal drug may have on job performance and to restrict the using employee's work activity or presence at the workplace accordingly. If there is a question regarding an employee's ability to perform assigned duties safely and effectively while using legal drugs, the District may require medical clearance.

B. ILLEGAL DRUGS AND ALCOHOL.

1. The use, sale, purchase, transfer or possession of an illegal drug by any employee while on District premises or while performing District business is prohibited.

2. The use, sale or purchase of alcohol by any employee while on District premises or while performing District business is prohibited.

Section 18.6: DISCIPLINE.

A. Any employee who possesses, distributes, sells, attempts to sell or transfers illegal drugs on District premises or while on District business will be terminated immediately.

B. Any employee who is found to be under the influence of alcohol in violation of this policy will be subject to discipline up to and including termination.

C. Any employee who is found to be in possession of contraband in violation of this policy will be subject to discipline up to and including termination.

D. Any employee who is found through drug or alcohol testing to have in his or her body a detectable amount of an illegal drug or of alcohol will be subject to discipline up to and including termination.

E. Any employee who knows or has reasonable suspicion that another employee is using, selling, under the influence or otherwise in violation of this policy shall have a duty to report that suspicion to the General Manager. Failure to report such suspicion may result in discipline up to and including termination.

Section 18.7: DRUG AND ALCOHOL TESTING OF CERTAIN JOB APPLICANTS.

A. All applicants for employment whose job duties will involve the use of heavy equipment or potentially dangerous equipment, including applicants for part-time and volunteer positions are subject to drug and alcohol testing after a conditional offer of employment is made by the District.

B. Such an applicant must pass the drug test to be considered for employment.

C. An applicant will be notified of the District's drug and alcohol testing policy prior to being tested; will be informed in writing of his or her right to refuse to undergo such testing; and will be informed that the consequence of refusal is termination of the pre-employment process.

D. An applicant will be provided written notice of this policy and by signature will be required to acknowledge receipt and understanding of the policy.

E. If an applicant refuses to take a drug or alcohol test, or if evidence of the use of illegal drugs by an applicant is discovered, either through testing or other means, the pre-employment process will be terminated.

Section 18.8: DRUG AND ALCOHOL TESTING OF EMPLOYEES BASED ON REASONABLE SUSPICION.

A. The District will notify employees of this policy by:

1. Providing to each employee a copy of the policy, and obtaining a written acknowledgment from each employee that the policy has been received and read.

2. Announcing the policy in various written communications and making presentations at employee meetings.

B. The District may perform drug or alcohol testing.

1. of any employee who manifests "reasonable suspicion" behavior;

2. of any employee who is involved in an accident that results or could result in the filing of a Workers' Compensation claim; or

3. of any employee who is subject to drug or alcohol testing pursuant to federal or state rules, regulations or laws.

C. An employee's consent to submit to drug or alcohol testing when reasonable suspicion exists is required as a condition of employment and the employee's refusal to consent may result in disciplinary action, including discharge, for a first refusal or any subsequent refusal.

D. An employee who is tested in a "reasonable suspicion" situation may be placed on administrative leave pending receipt of written tests results and whatever inquiries may be required.

Section 18.9: RANDOM TESTING OF ALL EMPLOYEES. The District has determined that certain positions, including those that operate heavy equipment or potentially dangerous equipment, are subject to random testing. General Manager shall have the authority to make changes to the list.

Section 18.10: TESTING PROCEDURES. The District shall select a competent medical facility to conduct drug and alcohol testing. Chain of custody will be maintained, and the procedures shall generally be along the following lines:

A. ALCOHOL TESTING.

1. Alcohol testing will be conducted through the Lake County Sheriff's Department or St. Helena Job Care/facility.
2. A screening test will be conducted first. If the result is an alcohol concentration level of less than 0.02, the test is considered a negative test. If the alcohol concentration level is 0.02 or more, a second confirmation test will be conducted.

B. DRUG TESTING.

1. A urine specimen will be split into two bottles labeled as "primary" and "split" specimen. Both bottles will be sent to the lab;
2. If the urinalysis of the primary specimen tests positive for the presence of illegal, controlled substances, the employee has 72 hours to request that the split specimen be analyzed by a different certified lab;
3. The urine sample will be tested for the following: marijuana, cocaine, opiates, amphetamines, and phencyclidine;
4. If the test is positive for one or more of the drugs, a confirmation test will be performed using a gas chromatography/mass spectrometry analysis;
5. All drug test results will be validated, reviewed and interpreted by a physician (medical review officer or MRO) before they are reported to the employee and then to the employer agency;

6. With all positive drug tests, the physician (MRO) will first contact the employee to determine if there is an alternative medical explanation for the positive test result. If documentation is provided and the MRO determines that there was a legitimate medical use for the prohibited drug, the test result may be reported to the employer as "negative."

Section 18.11: APPEAL OF DRUG OR ALCOHOL TEST RESULT.

A. An applicant or employee whose drug or alcohol test reported positive will be offered the opportunity of a meeting to offer an explanation. The purpose of the meeting will be to determine if there is any reason that a positive finding could have resulted from some cause other than drug or alcohol use. The General Manager will judge whether an offered explanation merits further inquiry.

B. An employee whose drug or alcohol test is reported positive will be offered the opportunity to:

1. Obtain and independently test, at the employee's expense, the remaining portion of the urine specimen that yielded the positive result;
2. Obtain the written test result and submit it to an independent medical review at the employee's expense.

Section 18.12: INSPECTION AND SEARCHES.

A. The District may conduct unannounced general inspections and searches for illegal drugs or contraband on District premises, or in District vehicles or equipment wherever located. The District has the right to search and inspect all District property, including but not limited to lockers, storage areas, furniture and other places under the common control of the District or joint control of the District and employees. Employees are expected to cooperate, and do not have any expectation of privacy in any District building, property or communications system.

B. Contraband is an article that is illegal to possess.

C. Illegal drugs, drugs believed to be illegal and drug paraphernalia found on District property will be turned over to the Lake County Sheriff's Department and the full cooperation will be provided to any subsequent investigation.

D. Other forms of contraband, such as firearms, explosives and lethal weapons, will be subject to seizure during an inspection or search. An employee who is found to possess contraband on District property or while on District business will be subject to discipline up to and including termination.

E. If an employee is the subject of a drug-related investigation by District or by a law enforcement agency, the employee may be placed on administrative leave pending completion of the investigation.

Section 18.13: CONFIDENTIALITY. All information relating to drug or alcohol testing, or the identification of persons as users of drugs and alcohol will be protected by District as confidential unless otherwise required by law, overriding public health and safety concerns, or authorized in writing by the persons in question.

**RULE 19 – ELECTRONIC EQUIPMENT USE, SOCIAL MEDIA AND DISTRICT WEB
PAGE**

Section 19.1: DISTRICT ELECTRONIC RESOURCES POLICY AND PROCEDURES.

A. PURPOSE.

The District makes every effort to provide its employees with technology-based resources in order to conduct official business more effectively. In this regard, the District has installed personal computers, local area networks (LANs), electronic mail (e-mail), cell phones and access to the Internet. The purpose of the District's Electronic Resources Policy and Procedures is to establish uniform guidelines for computer and cell phone usage including the use of Internet and e-mail applications.

B. POLICY.

1. District computers, fax machines, and internet licenses are provided for District business and are not to be used for personal gain, private purposes (except as described in subsection 6), or to support or advocate non-District –related business or purposes. All data and electronic messages, including information accessed via the Internet and sent or received through electronic mail (e-mail) systems, are the properties of the District. All records whether paper or electronic, may be subject to the disclosure requirements of the California Public Records Act and are not considered private. Notwithstanding the foregoing, e-mail should only be used for the transmission of information and should not be used for preserving information for future reference. Information to be retained may be stored electronically on the system/network and/or may be converted to a hard copy and archived in a District physical file cabinet.
2. There is no expectation of personal privacy in any use of District computer systems and software, including e-mail and Internet usage. The District may, at any time, review the contents of all records, data and communication transmitted, received and stored by its electronic systems. Any indication of a violation of this policy is subject to management review. This review may include accessing and disclosing all electronic documents, information and messages including e-mail and Internet records.
3. The District purchases, owns and administers the necessary software and licenses and cell phones to provide access to e-mail and Internet

services and real time communications in the office, in the field and for emergency communications. Users may not rent, copy or loan District software or its documentation, nor provide alternative software to access the system. Users may be subject to discipline for any damages caused by negligence, and unauthorized software or viruses they introduce in the system.

4. The District is not responsible for items originating from the Internet and reserves the right to restrict employee access to the Internet or to certain Internet content.

5. District laptop and tablet use requires completion of release and return forms. If employee is unable to return the laptop and/or tablet, employee may be required to reimburse the District as will be determined by the General Manager.

6. Examples of Prohibited Uses

a. Using the Internet to view, obtain or disseminate any sexually oriented material, images or messages.

b. Using the Internet and/or e-mail systems to send or distribute disruptive, offensive, abusive, threatening, slanderous, racial or sexually harassing materials.

c. Using District computer systems for private purposes, personal gain, solicitation of commercial ventures, religious or political causes, chain letters, or other non-job-related purposes (except as described in subsection 6 below).

d. Downloading or installation of software that has not been approved by the District and scanned for viruses.

e. Sending unencrypted confidential documents via the Internet.

f. Any other use that may compromise the integrity of the District and its business in any way.

g. E-mail should not be used for sensitive attorney-client communications.

h. A good rule of thumb when using the computer and e-mail is "never put anything in an e-mail that you would not want to see on the front page of the newspaper."

7 To promote employee computer and Internet proficiency and as an employee benefit, certain employee personal use is allowed. This use is only permitted during employee personal time. Examples include educational

enhancement and personal communications, which conform to the above prohibited uses. Personal use is secondary, and should not (i) interfere with the agency's operation of Electronic Communications Resources, (ii) interfere with the user's employment or other obligations to the District, or (iii) burden the District with noticeable incremental costs.

8 The acquisition of personal computer hardware and software shall follow the normal budgetary and purchasing procedures, ensuring budget authorization is in place. Requests for acquiring hardware and software shall be recommended to the Administrative Services Officer for evaluation and recommendation.

9 Equipment operation and maintenance:

a. Administrative Services Officer shall evaluate District functional needs and recommend options if appropriate.

b. Administrative Services Officer shall have reliable software and hardware requiring minimum technical support that maintains a user-friendly concept, is easy to use and enhances District productivity.

c. Administrative Services Officer shall maintain an on-site inventory control of all workstation hardware and software.

d. Administrative Services Officer shall provide on-site training and consulting advice on approved software and make recommendations as appropriate.

e. Administrative Services Officer shall maintain the District automation system including all personal computer workstations, laptops, tablets and client server network for the purpose of retrieving data files, sharing licensed applications and nightly data backup.

f. Administrative Services Officer shall upgrade and maintain all workstation computers, laptops, tablets at least every 6 months and will require collection of mobile devices, such as tablets and laptops, to perform routine upgrades and maintenance.

g. Administrative Services Officer shall backup District databases daily, weekly, monthly, quarterly and annually for archival and retrieval purposes.

10 Security: The General Manager or Administrative Services Officer) must approve remote access from home systems and businesses to District systems in advance for valid business needs. All computer systems users are responsible for data residing on their systems.

11. All data saved on District work station PCs, laptops and tablets will be District related.

C. PROCEDURES.

1. Passwords

- a. Users dealing in confidential matters will define their own confidential password. Users should be aware that this does not imply that the system may be used for personal communication or that e-mail is the property of the user.

- b. To ensure the security of the e-mail system, the system may prompt the user to routinely change their password. Should the user forget their password, and attempt to input a password they are not sure of, the system may lock them out after three failed attempts.

2. Internet and E-mail Access

- a. Access to the Internet and e-mail is restricted to those employees who have been provided the necessary software and hardware and who have been authorized by the District to access e-mail and the Internet. The District may deny or restrict Internet and/or e-mail access to any employee at any time.

- b. When using e-mail and the Internet, employees are cautioned to remember they represent the District. Employees may not speak for the District unless they are authorized to do so.

- c. E-mail and Internet messages can be forwarded without the express permission of the original author. Users must use caution in the transmission and dissemination of messages outside the District and must comply with all State and Federal laws, rules and regulations and District policy.

3. Electronic Document, Software and Mail Storage

- a. Electronic mail is backed-up on a regular basis. It is synchronized with the server on every start-up and shut-down. The District back-up procedures allow the District to restore current software, documents and electronic mail in the event of a system failure.

- b. Electronic mail is not intended to be a permanent storage medium. Electronic in-boxes and out-boxes should be archived or purged on a regular basis. The District may, in its discretion, purge long-term mail on an automatic basis.

c. To save critical electronic mail as a permanent record, employees should save the file in the District's electronic filing system (Questys).

4. Information Block: E-mail sent outside the District should include an information block at the end of all transmitted messages. The block should include the sender's name, title, company name, direct telephone number, FAX number and e-mail address.

Section 19.2: SOCIAL MEDIA USE.

A. PURPOSE.

The policy outlines the protocol and procedures for use of social media. In addition, this policy addresses the responsibilities of individual employees and District officials with regard to social media and the use of District resources (time/equipment), as well as responsibilities related to the public records and open meeting laws.

B. DEFINITIONS.

1. Social Media: Various forms of discussions and information-sharing, including social networks, blogs, video sharing, podcasts, message boards, and online forums. Technologies include: picture-sharing, wall-postings, fan pages, e-mail, instant messaging and music-sharing. Examples of social media applications include but are not limited to, Google, and Yahoo Groups, (reference, social networking), Wikipedia (reference), Facebook (social networking), YouTube (social networking and video sharing), Flickr, (photo sharing), Twitter (social networking and microblogging), LinkedIn (business networking), and news media comment sharing/blogging.

2. Social Networking: the practice of expanding business and/or social contacts by making connections through web-based applications. This policy focuses on social networking as it relates to the Internet to promote such connections for official District business and for employees, elected and appointed officials who are using this medium in the conduct of official District business.

C. POLICY.

1. The District's web site, www.hiddenvalleylakecsd.com, will remain the official location for content regarding District business, services and events. Whenever possible, links within social media formats should direct users back to the District web site for more information, forms, documents or online services necessary to conduct business with the District.

2. District employees and appointed and elected officials shall not disclose information about confidential District business on personal social media sites. In addition, all use of social media sites by elected and appointed officials shall be in compliance with California's open meeting

laws. Employees and elected or appointed officials' posts are a reflection of their own views and not necessarily those of the District.

3. Posting/ Commenting Guidelines

b. The District reserves the right to remove content that is deemed in violation of this policy or any applicable law. Any participants on the District's official social media sites who are in continual violation of the postings/commenting guidelines may be removed from the District's site. The District will only post photos for which it has copyright or owner's permission to use.

c. Direct messages sent to social media accounts will be treated as general correspondence and kept in accordance with retention schedules provided by the District's Records Retention Program.

d. Chat functions in any social media sites will not be used.

e. Links to all social media networks to which the District belongs will be listed on the District's official website. Interested parties wishing to interact with these sites will be directed to visit the District's web site for more information on how to participate.

f. The District reserves the right to temporarily or permanently suspend access to official District social media at any time.

D. PROCEDURES.

1. The General Manager or his/her designee will be responsible for responding to comments and messages as appropriate whenever possible. The District will direct users back to the District's official web site for more information, forms, documents or online services necessary to conduct business with the Hidden Valley Lake CSD.

E. RESPONSIBILITIES.

1. It is the responsibility of employees, and appointed and elected officials to understand the procedures as outlined in this policy.

2. Employees who are not designated by the General Manager to access social media sites for official business are prohibited from accessing social media sites utilizing the District computer equipment and/ or the District's web access. While at work, employees who are not granted access via District systems and computing equipment may use personal computing devices and personal web accounts to access social media sites only during non- working hours such as lunch periods and breaks.

4. The General Manager will determine if a request is appropriate and adheres to the guidelines of this policy.

5. All social media based services to be developed, designed, managed by or purchased from any third party source for use requires appropriate budget authority and approval from the Board of Directors.

Section 19.3: DISTRICT WEB PAGE.

A. POLICY.

It is District policy to control the content and accuracy of the information provided on the public District Web page. All information will be directed to General Manager. All information posted on the District website must be consistent with the District's mission and public interest.

B. PROCEDURE.

Any District Board of Director, officials or employee may request postings to the District Web page through the General Manager or his designated representative. Postings must be non-political in nature. The General Manager who shall approve, modify, or deny the request. Postings shall be submitted in Word format as an e-mail attachment unless only a hard copy is available. In either case it is the submitter's responsibility to check the item for accuracy both prior to submission and after posting to the Web page to insure no inadvertent errors appear on the final document. The submitter is to inspect the posted submission within 24 hours of posting.

1. The General Manager or his designated representative shall also manage removal of postings based on the information provided pertinent to duration or expiration date.

RULE 20 – CELL PHONE ALLOWANCE POLICY

Section 20.1: PURPOSE

The purpose of this policy/procedure is to establish guidelines for District (District) issued cell phone. The District may provide cell phones, (telephone, email, etc.) which are the property of the District.

Section 20.2: OVERVIEW

The use of cell phones may be essential for employees to conduct business while away from the office, i.e., field and customer service operations, emergency operations, after-hours communications, and for their safety. District issued cell phones may be provided to employees whose job duties require them to be out of the office for large portions of the workday or work during non-business hours.

The General Manager shall determine which employment classifications will need a cell phone. No employee at the District has an implied right to a cell phone; the General Manager can, at his or her discretion, determine that a cell phone is no longer required to meet job functions of specified classifications, and therefore, the cell phone use will cease.

Section 20.3: COMPLIANCE PROCEDURE

- A. Employees receiving a cell phone are responsible for the following:
- Maintaining their equipment.
 - May not make any changes to the cell phone account.
 - Being in possession of their cell phones during working hours and during nonworking hours if required by their supervisor for District purposes (pursuant to the District's Standby Policy).
- B. District employees may choose to have a telephone-only cell phone or a telephone with text, internet, photo and other features.
- C. Use of Cell Phones
Cell phone use is limited to District purposes. District cell phone use requires completion of release and return forms. If employee is unable to return the cell phone, employee may be required to reimburse the District as will be determined by the General Manager.

Cell phone use must be in conformance with other District rules.

Effective July 1, 2008 and in accordance with Vehicle Code (VC) §23123 all drivers are prohibited from using a handheld wireless telephone while operating a motor vehicle. Motorists 18 and over may use a hands-free device. Employees are required to pull off to the side of the road and safely stop the vehicle before placing or accepting phone calls, unless the cell phone or vehicle is equipped with a hands-free device.

- a. Employees who receive allowances will be responsible for obtaining their own hands-free equipment.
 - b. Employees who receive a traffic violation resulting from the use of an employee owned or District issued cell phone, while driving a personal or District vehicle, shall be solely responsible for all liabilities that result from such action and may be subject to discipline.
- D. Cell phone records may become public records. The District reserves the right to request to review the District-related contents of all records, data and communications transmitted, received and stored by the cell phone and/or the communications carrier.

Section 20.4: USE OF CELL PHONE BY NON-EXEMPT CLASSIFICATIONS DURING OFF DUTY HOURS

- A. Employees whose positions are within a non-exempt classification may not use their cell phone for work purposes (i.e. phone calls, checking and responding to email, etc.) unless expressly directed to do so by their supervisor when off duty.

RULE 21 – VEHICLE AND FLEET SAFETY POLICY

Section 21.1: VEHICLE USE POLICY.

A. POLICY.

This policy covers the use of privately owned vehicles (POV) for conducting official District business and shall be applicable to all elected officials and employees of the District. This policy establishes a written policy relative to the reimbursement procedures for privately-owned vehicles used for District business and clarifies the District's responsibility for damage and/or liability for private vehicles used on official District business.

B. PROCEDURE.

When necessary during the course of an elected official's or employee's official duties, the District shall provide reimbursement.

1. Elected officials or employees using their POV on official business must possess a valid California driver's license for the class of vehicle they will be operating.
2. District employees cannot be compelled to use their own vehicles for District business unless it is a pre-specified condition/requirement of employment.
 - a. Employees shall not be reimbursed for commuting to and from work, except that employees who are required to attend scheduled meetings outside of normal working hours may be reimbursed for mileage incurred.
3. The District shall reimburse District elected officials or employees the IRS mileage reimbursement rate the IRS announces each year. The standard mileage rate is based on annual studies by the IRS of the fixed and variable costs of operating an automobile (maintenance, insurance repairs, gas and oil, etc.).
4. Insurance: The individual employee shall insure his/her privately owned vehicles to be used on official District business. The employee's insurance coverage is deemed to be primary. It shall be the Administrative Services Officer responsibility to ensure that no privately owned vehicle is operated on District business without insurance coverage and a valid operator's license required by regulation. Additional coverage's and limits of employee and District shall be as specified in the District's insurance coverage SDRMA currently provides.
5. District employees are encouraged to carpool whenever feasible.

6. Clarification on District liability: The District shall be responsible to each employee only when the employee is determined not to be negligent and the other party is uninsured. Under such circumstances, the District shall be responsible to the elected official or employee for the amount of the deductible for comprehensive and/or collision damages suffered by the employee.

Section 21.2: FLEET SAFETY POLICY.

A. PURPOSE.

The purpose of this fleet safety policy is to prevent vehicle accidents and to promote safe driving practices while maintaining District vehicles and heavy equipment in proper operating condition.

B. SCOPE.

This policy applies to all District full-time and part-time employees. In addition to the provisions of this policy, all employees are required to comply with applicable Federal Department of Transportation (DOT) and California Department of Motor Vehicles (DMV) and local traffic laws, and the established District driving safety work rules, best practices and procedures.

C. POLICY.

This fleet safety policy serves as the uniform best practice standard governing the privilege of operating District vehicles and/or heavy equipment within the scope of employment. Failure to comply with this policy shall lead to disciplinary action up to and including termination.

D. RESPONSIBILITIES.

1. The Lead Operators will have the responsibility to implement the adopted fleet safety policy and overall fleet safety program by:

- a. Directing employees to endorse and comply with the adopted policy and program components.
- b. Providing appropriate safety and financial resources.
- c. Providing support and interest in the fleet safety program.

2. Lead Operators will have the responsibility to:

- a. Provide training to employees so that they are fully qualified to drive and maintain fleet vehicles and heavy equipment.
- b. Ensure the safe operation of fleet vehicles in compliance with the overall fleet safety program requirements.

- c. Coordinate the delivery and pick up of District owned fleet vehicles and heavy equipment to the repair shop for routine preventive maintenance.
 - d. Coordinate the delivery and pick up of District owned fleet vehicles and heavy equipment to the repair shop after unsafe conditions and/or mechanical defects have been reported by District employees.
 - e. Enforce the established fleet safety policy's driving work rules, procedures, policies and best practices.
 - f. Thoroughly investigate all vehicle accidents and make recommendations to avoid future accidents.
 - g. Demonstrate support and interest in the fleet safety program.
3. Employees: District employees will have the responsibility to:
- a. Adhere to the directives of this fleet safety policy and overall fleet safety program.
 - b. Participate in in-service training and apply their education and training to the safe operation of assigned vehicles and heavy equipment.
 - c. Immediately report any change to the status of their driver's license to their immediate supervisor, Administrative Services Officer.
 - d. Conduct required pre-trip inspections and preventive maintenance on assigned vehicles and heavy equipment.
 - e. Thoroughly complete and submit to Lead Operators pre-trip and post-trip inspection form for off-site classes, workshops or conferences.
 - f. Report unsafe conditions and/or mechanical defects to the Lead Operators.
 - g. Report all accidents immediately to the Lead Operators and thoroughly complete the District's accident report.
 - h. If the accident involves a private vehicle, contact the local law enforcement whether injuries occurred or not.
 - ii. Immediately take pictures of all damaged property that occurred in the accident.

- iii. Follow instructions in the "Accident Report", which is supplied by the District, and exchange information with individuals involved in the accidents along with witnesses.
- i. Maintain a valid California driver's license, which includes passing the required physical exam and a satisfactory driving record both on and off the job.
- j. Employees are required to obey all Federal DOT, California DMV, and local traffic regulations.
- k. Seat belts and shoulder harnesses **MUST BE WORN** while operating or riding in District owned commercial and fleet vehicles. Inoperative or missing seat belts and/or harnesses shall immediately be reported to the immediate supervisor. The vehicle or equipment shall not be operated until the repairs have been made.
- l. Employees who are assigned a vehicle and/or piece of heavy equipment are responsible for the daily inspection of the vehicle and/or heavy equipment and completion of the required forms. If an employee is unfamiliar with the operation or maintenance of a vehicle or piece of heavy equipment, it is his/her responsibility to request information and instructions on the proper procedures from his/her immediate supervisor.

E. USE OF DISTRICT VEHICLES.

The operation of District owned or leased vehicles and/or heavy equipment is a privilege/requirement, which may be withdrawn at any time at the sole discretion of the General Manager. An employee must comply with the following fleet safety driving rules and best practices in order to continue this granted privilege/meet the requirement to operate vehicles and heavy equipment:

1. Maintain an approved and valid California driver's license with the applicable classifications and endorsements, if required, at all times. Any loss or restriction of driving privileges during the employee's incumbency must be immediately reported to their immediate supervisor.
2. Employees who operate fleet automobiles, light trucks and medium trucks SHALL conduct a visual pre-trip inspection of the tires, brakes, headlights, taillights, directional lights, 4-way flashers, wipers, heater and defroster on the vehicle at each fueling.
3. Employees who operate commercial vehicles SHALL conduct and document the required "Pre-trip/Post-trip Inspection" prior to and at the conclusion of operating on public roadways as required by federal and state regulations.

4. Unless used during traffic control conditions, engines SHALL BE stopped and ignition keys removed when parking or leaving District vehicles and/or heavy equipment, unless parked within an enclosed garage.
5. Individuals not employed by the District are NOT PERMITTED as passengers in fleet vehicles unless authorized by the Lead Operators or General Manager. If the Lead Operators or General Manager is not sure of an acceptable deviation of the policy, they should consult with District Counsel to determine acceptable risk levels.
6. While fueling fleet vehicles and/or heavy equipment:
 - a. Smoking is PROHIBITED while fueling.
 - b. Engines SHALL BE turned OFF during the fueling operation. Leaving the vehicle unattended while fueling is PROHIBITED.
 - c. Using an object to "lock the nozzle" on a fuel pump nozzle while fueling is PROHIBITED.
 - d. Fuel leaks and/or spills (diesel fuel, and hydraulic oil) shall be immediately absorbed and cleaned up by using materials from the District provided "spill kit". Spills over one gallon SHALL BE reported immediately to the Maintenance Supervisor.
7. Report any fleet vehicle and heavy equipment mechanical problems immediately. NEVER drive a fleet vehicle and/or operate heavy equipment that does not appear safe.
8. Heavy equipment SHALL BE properly maintained and inspected prior to each use.
9. Employees SHALL BE properly trained and certified on specialty and heavy equipment prior to its use.
10. Employees ARE NOT ALLOWED to tamper, over-ride or disconnect any manufacturer installed safety features and devices.
11. Vehicle interiors are to be kept clean and free of rubbish.
12. Smoking in vehicles is NOT PERMITTED.

F. DRIVER ORIENTATION AND TRAINING.

Orientation and training must supplement the employee's trial period to assure that all employees have the knowledge and skills necessary to perform the job in the manner expected, as well as to review the District's policies and practices with each employee. The orientation and the type and amount of training that is

needed will vary directly with the complexity of the job assignments, and the knowledge and experience level of the employee.

The Lead Operators are responsible for orienting and training both new and current employees regarding the proper use, maintenance and operation of District vehicles and heavy equipment. The following components shall be thoroughly covered during the employee's orientation/trial period.

1. Vehicle Safety Rules, Policies, Procedures and Practices

Employee will be instructed before using the vehicles and/or heavy equipment for the first time on the following:

- Approved uses of District vehicles
- Vehicle accident procedures
- Maintenance repair reporting process, procedures and mandatory forms
- Vehicle and/or heavy equipment field breakdown procedures
- Proper storage and parking procedures
- Fueling practices and mandatory forms
- Drug Free Workplace Policy
- Fleet safety driving rules and best practices

2. Vehicle Operation (Off Road)

Employees will be instructed on the proper use of vehicles and/or heavy equipment off road and the following:

- Proper use of the vehicle and/or heavy equipment's controls, features and attachments
- Procedures for operating vehicles or heavy equipment on the roadway
- Required inspection techniques
- Proper use of safety features and equipment
- Cargo loading, unloading, and tie-down practices
- Backing procedures and use of spotters

In addition, the District will provide ongoing in-service training programs which address the knowledge and skills necessary for all employees to perform in a satisfactory and safe manner.

G. VEHICLE AND HEAVY EQUIPMENT MAINTENANCE AND CARE.

It is the responsibility of the Lead Operators to ensure that all District owned or leased vehicles and heavy equipment assigned to their respective employees are in proper working condition at all times. The Lead Operators shall ensure that an orientation and training program is developed for vehicles and heavy equipment.

The Lead Operators are accountable for the District assigned vehicles and heavy equipment. This accountability includes instruction of employees in the proper

operation and preventative maintenance procedures and ensuring that routine vehicle inspections are performed on a pre-use basis and that inspection forms are completed and submitted in accordance with the established procedure.

H. VEHICLE EMERGENCY BREAKDOWN PROCEDURE.

Employees are responsible for following the breakdown procedures whenever a vehicle becomes disabled in a public roadway:

1. Get completely off the traveled roadway. Avoid curves, hills or places where the view may be obstructed.
2. Shut down the vehicle.
3. Set the parking brake to prevent movement.
4. Turn on the 4-way flashers. If reflective triangles are available, set them near the vehicle and at approximately 100' to warn approaching traffic.
5. Call for assistance (911, Lead Operators, etc.)
6. Stay in and with the vehicle.

I. EMERGENCY EQUIPMENT AND SUPPLIES.

Employees are required to maintain and ensure that all commercial vehicles are carrying the following emergency equipment:

1. Reflective triangles;
2. Basic first aid kit;
3. Small multi-purpose dry fire extinguisher; and the
4. Proof of Insurance and vehicle registration cards.

Section 22.2 CREDIT CARD USE POLICY

A. OBJECTIVES.

Credit card use objectives are as follows:

1. To provide for faster delivery service of low dollar items.
2. To reduce paper and postage expense for mailed warrants by consolidating vendor payments.

3. To provide a tool to Staff to review credit card statements for repetitive purchases and consolidate into new price agreements and contracts with volume discount prices.

B. POLICY.

The Accountant/Controller is the administrator of the credit card use policy and responsible for the following:

1. Determine who needs a Credit Card, to be issued in the cardholder's name.
2. Establish flexible Credit Card limits.
3. Establish Credit Card Cardholder Procedures.
4. Reviewing the cardholder's charges on the Credit Card and ensuring that the purchases are appropriate and within budget constraints, and proper documentation is included.

C. DEFINITIONS.

The Accountant/Controller is the administrator of the Credit Card and responsible for the following:

1. "Credit Card Bank" is the bank card contractor who will issue the Credit Card to the District.
2. "Cardholder" is a District employee who is issued a District Credit Card. Determine who needs a Procurement Card, to be issued in the cardholder's name.

D. PROCEDURE.

The Cardholder shall be responsible for the following:

1. Complying with Credit Card Cardholder Procedures.
2. Ensuring the bank card is used appropriately and that all purchases are within the approved dollar limits and budgeted.
3. Ensuring the security of the Credit Card while in his/her possession. If the card is lost or stolen, the Cardholder shall immediately notify the Credit Card bank, the Accountant/Controller and Administrative Services Officer.
4. The bank card is not to be used for the cardholder's personal purchases. Improper and unauthorized use of the Credit Card shall result in disciplinary action, and, where theft is suspected, the Cardholder shall refer the matter to the pertinent law enforcement agency for investigation and

possible prosecution. The Accountant/Controller, with the approval of the General Manager, has the option to terminate the Cardholder's right to use the Credit Card at any time and for any reason. The Cardholder shall agree to return the Credit Card to the District immediately upon request or upon separation of employment.

RULE 23 – INJURY, ILLNESS, HEAT ILLNESS PREVENTION AND EMPLOYEE ASSISTANCE PROGRAMS

Section 23.1: INJURY & ILLNESS PREVENTION PROGRAM (IIPP). It is the policy of the District to provide equal employment opportunity to all persons.

A. POLICY.

It shall be the policy of the District that every employee is entitled to a safe and healthful place in which to work. Every reasonable effort will be made in the interest of accident prevention, fire protection and health preservation.

B. RESPONSIBILITIES.

1. General Manager – The General Manager is responsible for ensuring the IIPP is implemented. Duties include, but are not limited to:
 - a. Ensuring all managers actively support the IIPP.
 - b. Providing the funding necessary to maintain an effective and compliant safety program.
2. Managers & Supervisors – Managers & Supervisors have the responsibility of providing a safe place to work including facilities, equipment, standards and procedures, adequate supervision and recognition for a job done properly. They are responsible for training all of their employees to perform their jobs properly and safely. They teach, demonstrate, observe and enforce compliance with established safety standards.
3. IIPP Administrators – The IIPP Administrator is the Administrative Services Officer, Lead Operators, who has the responsibility for the implementation, maintenance and update of the Program.
4. Employees – Employees have the responsibility of performing their tasks properly and safely. They are to assure themselves that they know how to do the job properly, and ask for additional training or assistance when they feel there is a gap in their ability, knowledge, or training. They should never undertake any task, job or operation unless they are able to perform it safely.

C. COMPLIANCE.

1. Management Responsibility – Management is responsible for ensuring organizational safety and health policies are clearly communicated and understood by employees. Managers and supervisors are expected to enforce the rules fairly and uniformly.
2. Employee Responsibility – All employees are responsible for using safe work practices, following directives, policies and procedures, and for assisting in maintaining a safe work environment.
3. Performance Evaluations
 - a. As part of manager and supervisor regular performance evaluations, they are evaluated on what they have done to ensure a safe workplace for their respective employees. They are also evaluated on their positive or negative loss results.
 - b. As part of employee regular performance reviews, they are evaluated on their compliance with safe work practices.
4. Recognition – Managers, supervisors and employees who make a significant contribution to the maintenance of a safe workplace, as determined by their superiors, receive written acknowledgment maintained in their personnel files.
5. Employee Training – Employees are trained and retrained on the correct safety and health procedures.
6. Employee Correction – Employees who fail to follow safe work practices and/or procedures, or who violate organizational rules or directives, are subject to disciplinary action, up to and including termination in accordance with the organization's personnel-related policies and procedures.

Managers and supervisors correct safety violations in a manner considered appropriate by organizational management.

D. COMMUNICATION.

1. Two-Way Communication – Management recognizes open, two-way communication between management and staff on health and safety issues is essential to an injury-free and productive workplace.
2. The Organization's System of Communication – The following system of communication is designed to facilitate a continuous flow of safety and health information between management and staff in a readily understandable form.

- a. An orientation program is given to all new employees and includes a review of the Injury & Illness Prevention Program and a discussion of policy and procedures the employee is expected to follow.
- b. The organization has safety meetings where safety is freely and openly discussed by all present. Field tailgate safety meetings are held monthly. Office safety meetings are held quarterly. All employees are expected to attend their respective meetings and are encouraged to participate in discussion.
- c. From time to time, safety notifications may be sent via e-mail to office employees. Copies of such e-mails would be distributed to employees who do not have computers.
- d. Other methods of communicating pertinent health and safety information are used as they are identified.

3. Safety Suggestions and Hazard Reporting

- a. All employees are encouraged to inform their supervisors or other management personnel of any matter which they perceive to be a workplace hazard or a potential workplace hazard. They are also encouraged to report suggestions for safety improvement.

This reporting can be done orally or preferably in writing. If done in writing, the notification may be given directly to the supervisor, General Manager or Administrative Services Officer.

- b. If an employee wishes to report anonymously, a hazard, safety suggestion or other safety problem he or she can complete an Employee Report Form, and not indicate his/her name.
- c. No employee shall be retaliated against for reporting hazards or potential hazards, or for making suggestions related to safety.
- d. Management reviews all suggestions and hazard reports.
- e. If employees provide their names in regard to the notification, they shall be informed of what is being done within five working days of receipt.

E. HAZARD IDENTIFICATION AND EVALUATION.

Inspection of the workplace is our primary tool used to identify unsafe conditions and practices. While we encourage all employees to continuously identify and correct hazards and poor safety practices, certain situations require formal evaluation and documentation.

1. Safety Inspections – Internal safety inspections are conducted on a monthly basis for all shop and maintenance facilities by the Lead Operators. Safety inspections are conducted for all office areas at least annually. Hazards found are corrected on the spot or recommendations are submitted for future corrections.
2. Additional Inspections – Inspections are also conducted in accordance with Cal-OSHA requirements:
 - a. Whenever new substances, processes, procedures or equipment present a new safety or health hazard.
 - b. Whenever management/supervision become aware of a new or previously unrecognized hazard, either independently or by receipt of information from an employee.
 - c. Whenever it is appropriate to conduct an unannounced inspection.

F. CORRECTION OF HAZARDS.

When a hazard exists it is corrected on a timely basis based on the severity of the hazard. If imminent danger exists to any employees, management and supervision remove these employees from the danger at once, and personnel who are provided with the necessary safeguards correct the hazard.

G. TRAINING.

1. Orientation - New Employees – The Administrative Services Officer or designee conducts the initial orientation on general safety within the first two days the new employee is on the job. All employees are provided with a copy of the IIPP.
2. Initial On-The-Job Training – When an employee first starts to work, a manager/supervisor trains the employee in all aspects of safety for the purpose of educating the new employee on the hazards of the work environment and the required safety procedures to mitigate those hazards.

The manager/supervisor conducts this training and documents it by using the New Employee Training Checklist. The manager/supervisor and the

employee sign the Checklist when the training is completed. The Checklist then becomes a permanent part of the employee's personnel file.

All new hires are given a copy of the organization's Injury & Illness Prevention Program and those rules and regulations (Code of Safe Practices) applying their work environment. The New Employee Training Checklist is filled out during the employee's initial on-the-job training.

3. Specific Organization-Wide Training

a. Emergency Action Plan – This training includes what the employee is to do under specific circumstances, such as fire, earthquake, medical emergency and bomb threat.

b. First Aid, CPR and Bloodborne Pathogen Training

Designated employees receive first aid, CPR and bloodborne pathogen training in accordance with the American Red Cross and/or American Heart Association requirements.

c. Defensive Driver Training – All employees who may drive on organization business receive defensive driver training not less than every three years. Driving on organization business includes driving organization vehicles as well as personal vehicles.

d. Ergonomics – All employees receive ergonomic training for their specific jobs. At minimum, each employee receives training on proper lifting techniques and, if necessary, computer workstation design.

4. Retraining – Reasons for retraining include change of job assignment, change of operations or materials, observation of poor work habits, or update of training methods. Managers and supervisors perform retraining:

a. When an existing employee changes job functions.

b. On at least an annual basis as a refresher program.

Such training includes general workplace safety, job-specific hazards and/or hazardous materials, as applicable.

5. Specialized Training

a. Supervisors are trained in their responsibilities for the safety and health of their employees. Such training includes both safety management and technical subjects.

b. Supervisors are trained in the hazards and risks faced by the employees under their immediate direction.

- c. Managers, supervisors and the IIPP Administrator:
 - i. Determine safety-training needs.
 - ii. Implement new training programs.
 - iii. Evaluate the effectiveness of these programs.
- d. In addition, training is provided whenever:
 - i. New substances, processes, procedures or equipment pose a new hazard and there is a lack of skill or knowledge to deal with the situation.
 - ii. Management, supervision or the IIPP Administrator become aware of a previously unrecognized hazard and there is a lack of skill or knowledge to deal with the hazard.

H. RECORD KEEPING.

The Administrator Services Officer and Lead Operators are responsible for maintaining all documentation relating to the implementation of the IIPP:

1. For the purpose of displaying a tracking history of occupational safety and health programs and activities, all documents are maintained for a minimum of one year plus the current year, unless otherwise stated.

For example, at the end of each year, the prior year's documents are removed from the files. During the next year, current year documents are maintained along with the just-past year's documents.

2. Specific records are maintained for each of the topics within the IIPP to include, but not be limited to:
 - a. Employee recognition and correction
 - b. Safety meetings and other safety communication
 - c. Safety suggestions and hazard reporting
 - d. Hazard identification and correction
 - e. Occupational injury & illness investigations
 - f. Training

Section 23.2: REPORTING ON-THE-JOB INJURIES.

A. Employees shall report personal injuries sustained or injuries suffered by other incapacitated employees immediately to their supervisor. The supervisor shall ensure necessary medical treatment is provided by either referring the employee to the District's Company Nurse Program or calling the District's Company Nurse on the employee's behalf. The Company Nurse will provide the employee with the necessary treatment options available to him/her and provide instructions for any follow-up care. The Supervisor will also conduct an investigation of the injury and document such. Documentation shall be reported on a "Supervisor's Accident Investigation Report" and the injured employee shall complete an "Employee's Claim for Workers Compensation Benefits", form DWC-1. The supervisor shall submit the documents to the Administrative Services Officer within one working day of receipt of the completed DWC-1 form from the employee, as required by law.

B. In the event of life periling injuries, or hospitalization of the employee, the Administrative Services Officer shall be notified immediately by phone. The Administrative Services Officer shall review and evaluate the events leading to an on-the-job injury for remedial action.

C. Whenever a supervisor is advised by an employee that a medical condition may be work related in the employee's opinion, the supervisor shall immediately advise the employee of the right to file a worker's compensation claim and provide the DWC-1 form to the employee. The Administrative Services Officer shall investigate all claims for determination of whether the medical condition is work related, as provided under worker's compensation law.

Section 23.3: HEAT ILLNESS PREVENTION PROGRAM.

A. SYMPTOMS OF HEAT ILLNESS.

1. Fainting (heat syncope) – a worker who is not accustomed to hot environments and who stands still in the heat may faint.

Preventive/Response Measure

Upon lying down in a cool place, the worker should soon recover. By moving around and drinking plenty of water, the worker can prevent further fainting.

2. Heat Cramps – Heat cramps are painful spasms of the muscles that occur among those who sweat profusely in heat, drink large quantities of water, but do not adequately replace the body's salt loss. The drinking of large quantities of water tends to dilute the body's fluids, while the body continues to lose salt. Shortly thereafter, the low salt level in the muscles causes painful cramps. The affected muscles may be part of the arms, legs, or abdomen, but tired muscles (those used in performing the work) are usually the ones most susceptible to cramps.

Preventive/Response Measure

Drink electrolyte solutions such as Gatorade or plenty of water during the day and try eating more fruits such as bananas to help the body hydrate during hot weather.

3. Heat Exhaustion – Heat exhaustion includes several symptoms, which may resemble the early signs of heat stroke. Heat exhaustion is caused by the loss of large amounts of fluid by sweating, sometimes with excessive loss of salt. A worker suffering from heat exhaustion still sweats but experiences extreme weakness or fatigue, giddiness, nausea, or headache. In more serious cases, the victim may vomit or lose consciousness. The skin is clammy and moist, the complexion is pale or flushed, and the body temperature is normal or only slightly elevated.

Preventive/Response Measure

The employee suffering these symptoms should be moved to a cool location such as shaded area or air-conditioned building. Have the worker lie down with his/her feet slightly elevated. Loosen his/her clothing, apply cool, wet cloths or fan him/her. Have him/her drink water or electrolyte drinks. Try to cool him/her down and have him/her checked by medical personnel. Victims of heat exhaustion should avoid strenuous activity for at least a day, and they should continue to drink water to replace lost body fluids.

4. Heat Stroke – Heat stroke is the most serious of health problems associated with working in hot environments. It occurs when the body's temperature regulatory system fails and sweating becomes inadequate. The body's only effective means of removing excess heat is compromised with little warning to the worker that a crisis stage has been reached.

A heat stroke victim's skin is hot, usually dry, red or spotted. Body temperature is usually 105°F or higher, and the worker is mentally confused, delirious, perhaps in convulsions or unconscious. Unless the worker receives quick and appropriate treatment, death can occur.

Preventive/Response Measure

Any worker with signs or symptoms of heat stroke requires immediate hospitalization. However, first aid should be immediately administered. This includes removing the worker to a cool area, thoroughly soaking the clothing with water, and vigorously fanning the body to increase cooling. Further treatment at a medical facility should be directed to the continuation of the cooling process and the monitoring of complications, which often accompany the heat stroke. Early recognition and treatment of heat stroke are the only means of preventing permanent brain damage or death.

B. RECOGNIZING HEAT ILLNESS RISK FACTORS.

As noted earlier, environmental risk factors for heat illness include air temperature, relative humidity, radiant heat from the sun and other sources, conductive heat sources such as the ground, air movement, workload severity and duration, protective clothing and personal protective equipment worn by employees. Personal risk factors for heat illness include age, degree of acclimatization, general health, water consumption, and use of medications, caffeine, or alcohol, which can affect the body's water retention or other physical response to heat. The following are the responsibilities for every District employee to recognize heat illness risk factors.

1. General Manager or His/Her Designated Representative – Issuing Heat Stroke Alert as indicated in the Heat Illness Index Chart, which is attached to this Employee Handbook hereto as Attachment “C”.
2. Lead Operators – Ensuring employees who are working in hot environments take necessary precautions as outlined in the Heat Conditions Table, which is attached to this Employee Handbook hereto as Attachment “D”, as well as determining what activities can be performed during a danger period.
3. Lead Operators must evaluate work conditions before sending employees to perform outdoor work in hot conditions. Typically, temperature above 90°F, especially with heavy physical work activities, would represent conditions where there is a risk of heat illness. Other factors, such as high humidity or work activities that restrict the body's ability to cool itself, such as protective clothing, could result in a risk of heat illness at lower temperatures. Lead Operators must also:
 - a. Establish a schedule for work and rest periods during hot days.
 - b. Review with his/her staff how to recognize signs and symptoms of heat illness and be prepared to give first aid if necessary.
 - c. Annual training of his/her staff who work in high heat areas.
 - d. Use the Heat Illness Index Chart to assess the environmental risk of heat illness, based on temperature and relative humidity. Provision of water and shade should be implemented whenever the Heat Index exceeds 90°F.
 - e. Realize individual employees vary in their tolerance to heat stress conditions.
4. Employees – Employees must attend training on the environmental risk of heat illness and follow the instructions given. They are also responsible for monitoring themselves for signs and symptoms of heat illness as outlined in the Heat Conditions Table. Employees must also:

- a. Pace the work, taking adequate rest periods in shade or cooler environment
- b. Keep shaded from direct heat where possible by wearing a hat and applying sunscreen.
- c. Drink plenty of water. In hot environments the body requires more water than it takes to satisfy thirst. Drink before you are thirsty. Electrolyte drinks are encouraged but not necessary, plain water works well.

C. ACCLIMATIZATION.

Employees need time for their bodies to adjust to working in the heat. This "acclimatization" is particularly important for employees returning to work after a prolonged absence, recent illness, moving from a cool to a hot climate, or working during the beginning stages of a heat wave. For heavy work under extremely hot conditions, a period of four to ten days of progressively increasing work time, starting with about two hours work per day is required under this program. For less severe conditions at least the first two to three days of work in the heat must be limited to two to four hours. Lead Operators will monitor his/her staff closely for signs and symptoms of heat illness, particularly when they have not been working in the heat for the last few days or when a heat wave occurs.

D. WATER.

Clean, fresh, and cool potable water shall be readily available to employees. Whenever environmental risk factors for heat illness exist, drinking water will be provided in sufficient quantities to provide one quart per employee per hour for the entire shift (at least two gallons per employee for an eight-hour shift). The Lead Operator is responsible to ensure that his/her staff has an adequate supply of drinking water. Employees are encouraged to drink water frequently.

E. SHADE.

A shaded area will be provided that employees may use when they are suffering from heat illness or believe they need a recovery period to prevent heat illness. The shaded area shall be open to the air or ventilated and cooled and access shall be permitted at all times. Canopies, umbrellas or other temporary structures may be used to provide shade, provided they block direct sunlight. The Operator is responsible to ensure that his/her staff has access to a shaded area.

F. RESPONDING TO HEAT ILLNESS.

The following procedures must be followed if the supervisor recognizes signs or symptoms of heat illness in his/her staff or an employee recognizes symptoms in himself/herself:

1. Move to a shaded area or air-conditioned building for a recovery period of at least five minutes.

2. Drink plenty of water.
3. If the condition appears to be severe or the employee does not recover, then emergency medical care is needed. Emergency medical care shall be provided by the following method:
4. Thoroughly soaking the clothing with water, and vigorously fanning the body to increase cooling.
5. Call 911. Be ready to provide emergency response personnel with directions to work location
6. If necessary, transport employee to one of the following facilities to receive immediate medical care:
 - a. St. Helena/Clearlake Hospital – Dam Road, Clearlake, CA

Regardless of the employee's protest, no employee with any of the symptoms of possible serious heat illness noted in this program should be sent home or left unattended without medical assessment and authorization.

G. TRAINING.

All employees who may work outdoors in conditions where there are environmental risk factors for heat illness shall be provided training on the proper measures to protect themselves and their colleagues. The training will include the following information:

1. Why it is important to prevent heat illness;
2. Procedures for acclimatization;
3. The need to drink water frequently;
4. The need to take breaks out of the heat;
5. How to recognize symptoms of heat illness;
6. How to contact emergency services and how to effectively report the work location to 911; and
7. The importance of choosing water instead of soda or other caffeinated beverages, and avoiding alcoholic beverages altogether during high heat.

RULE 24 – TRAVEL AND PER DIEM

Section 24.1: TRAVEL REIMBURSEMENT.

A. SCOPE.

It is the intent of the District to reimburse District personnel for all reasonable expenses incurred whenever they are required to travel on business for the District. "Business for the District" shall include expenses incurred in connection with approved official representation of the District from which the District will derive a specific benefit such as: attendance at training, seminars, symposia, conferences, hearings, conventions or other meetings.

B. TRAVEL AUTHORIZATION.

When it is necessary for District staff to attend meetings or training away from the District or to travel outside the District to conduct District business, various modes of transportation, lodging accommodations and meal alternatives are available. The associated costs vary considerably. In an effort to control costs and to compensate personnel for reasonable expenses, the following policy shall be adhered to for all District travel:

1. District staff may not attend out-of-state conferences unless approved by the Board of Directors.
2. District staff may attend in-state conferences. The General Manager must approve all travel, provided sufficient monies have been previously budgeted.
3. The General Manager may authorize the attendance of additional District personnel if deemed appropriate and travel funds are available.
4. Arrangements must be made sufficiently in advance to take advantage of available discounts for registration, air fare and lodging.

C. TRANSPORTATION.

1. For travel outside the Northern California area, employees are expected to travel by air. If traveling by private vehicle, departure and arrival times shall be based on air travel time. Departure shall not be earlier than that which would allow the District personnel to arrive within a reasonable amount of time to attend the first scheduled event of the conference, seminar, etc.; in turn, the same reasonable time period shall apply to departure from the event when returning and shall allow District personnel to return at the earliest reasonable time possible. Reasonable amount of time shall be determined in one-half day increments, subject to General Manager, i.e.:

- If the conference begins at 9:00 a.m., Tuesday outside Lake County, the employee may leave Hidden Valley Lake Monday evening after the work day.

- If the conference begins at Noon Tuesday outside of Lake County, the District personnel may depart from Hidden Valley Lake (or home) early Tuesday morning.

- If the first scheduled event begins at 5:00 p.m. on Tuesday outside of Lake County, District personnel may depart from Hidden Valley Lake late Tuesday morning or early Tuesday afternoon.

2. Departures and subsequent arrival practices will be contingent upon flight schedules and fare discounts.

3. If District personnel wish to deviate from the reasonable arrival or departure time period for personal reasons or if alternative transportation is involved, any excess time (that which is above the time required to fly) shall be charged as vacation leave time and will require General Manager approval in advance. This practice shall apply to District personnel driving personal vehicles. Permission to drive shall not be construed to mean "on District time". Any additional expenses, including meal and lodging costs, resulting from excess travel time will be at the individual's own expense.

4. Use of a private car (if authorized in advance) will be reimbursed at approved rates in effect at the time of travel. A copy of the employee's proof of automobile insurance must remain on file with the Administrative Services Officer. In cases where more than one person is attending the same event, they will be strongly encouraged to travel together and mileage reimbursement would be for one vehicle only. In instances where this is not possible, advance approval by the Administrative Services Officer will be necessary. Mileage reimbursement will be based on actual miles driven, from the District office. The maximum paid for transportation to areas outside Northern California shall not exceed the equivalent cost of "coach fare" airline transportation plus the cost of other necessary ground transportation at the destination.

5. Payment for travel reservations should be made far enough in advance (generally 14 to 21 days) to take advantage of discounts. Travel arrangements shall be made by the Administrative Services Officer.

D. CAR RENTALS.

When traveling, the use of rental cars is discouraged. Airport shuttle service, buses, or taxis should be utilized between airports and hotels or meeting locations if within 30 miles. Staff should check availability and cost, and make their own car rental arrangements. When renting a car, insurance and other extras should not be requested. Before returning the car, the District personnel are to make sure the car is returned with the same amount of gas as when rented, usually a full tank. The District personnel may then claim reimbursement for the gas with the proper receipt.

E. LODGING.

1. Receipts for lodging must be submitted to obtain reimbursement. Lodging reimbursement may be requested when traveling outside of Lake County or when attendance at events is for two or more consecutive days. Lodging reimbursement for the night prior to the beginning of an event may be allowed only if time and/or travel schedules prohibit travel at reasonable hours on the first day of a conference. Generally, reimbursement would be allowed if the event begins before 9:00 a.m. (and is outside of Lake County) or is out of the state. Note: No lodging decisions should be made based on where an employee's residence is located (i.e. an employee who commutes 50 miles to work each day should be held to the same standard for lodging purposes that would be applied to an individual who commutes five miles to work). No lodging reimbursement will be allowed for the night following the event, except under circumstances beyond the control of the District personnel (i.e. flight canceled). In most occasions, lodging will be booked and paid for in advance to avoid inconvenience to employees attending the conference.
2. Lodging reimbursement will not be approved for travel within Lake County regardless of the length of the event. Note: This applies to all events attended by any District Official or District Staff, since it is inappropriate to use District funds for unnecessary and frivolous purposes.
3. Lodging shall be obtained at the most economical rate available for good quality. Lavish or oversized accommodations are not justified. Conference headquarters hotels are encouraged, when not unnecessarily expensive. Reservations made through the convention and/or housing bureaus (usually offered through conference literature) are encouraged. If the convention or housing bureaus are not used, and if more than one place of lodging is available, the prevailing rate for a single occupancy room will be allowed. In the absence of group or special rates, District personnel should request a "government rate" discount.
4. Advance payment may be made by or the District's credit card. For all travel advances paid either directly to the individual or a third-party, a supporting schedule detailing the type of expenditures being advanced must be provided. This will allow determination if the expenditures requested for advance are eligible for reimbursement prior to those costs being incurred. Receipts are to be kept and attached to the employee's travel form and submitted to Accountant/Controller immediately after the conclusion of the event.

Section 24.2: EXPENSE REIMBURSEMENT.

Purpose

To establish a policy for travel expenses that accrue while an employee is at a class, seminar or conference pertaining to or on behalf of the District.

Policy

The District may reimburse employee for the actual and necessary expenses incurred for education, seminars and conferences. Must be pre-approved by General Manager before the event occurs.

Lodging costs in conjunction with a conference or other activity may not exceed the maximum group rate published by the conference or activity sponsor, if lodging at the group rate is available at the time of booking. If not, the employee shall be reimbursed for lodging at comparable rates, or rates established by the Internal Revenue Service in Publication 463.

Meals may be reimbursed at standard rates established by the Internal Revenue Service. Meals are reimbursed during the time frame and within reason of the scheduled event. Employees' must be 1 hour or more from home to utilize reimbursement of meals. Alcoholic beverage expenses *shall not* be reimbursed by the District.

Employees shall use government or group rates for travel, when available. If not available, Employees may be reimbursed according to the standard rates established by the Internal Revenue Service. First class airfare shall not be reimbursed by the District.

Incidental expenses, including but not limited to tips and business telephone calls may be reimbursed at the current Internal Revenue Service Rate.

Procedure

Employees who make reimbursement requests are required to submit expense reports on District forms, and provide receipts to document their expenditures. All receipts and documentation of expenditures shall be submitted to the Accountant/Controller within 10 days of returning for reimbursement and for District's records. All documents relating to reimbursable expenditures are public records subject to disclosure.

RULE 25 – EQUAL EMPLOYMENT OPPORTUNITY

Section 25.1: GENERAL POLICY. It is the policy of the District to provide equal employment opportunity to all persons.

All District recruitment, hiring, training, promoting and transferring shall be done without regard to race, color, religion, national origin, sex, marital status, political affiliation, age, or physical or mental disabilities not constituting bona fide occupational qualifications. All personnel policies, procedures and practices shall be administered accordingly.

The District recognizes its moral and legal responsibility to provide equal employment opportunity, to take affirmative and direct action at all levels of special district government regarding job classifications, salaries, training, fringe benefits, and other personnel policies, and to improve employment and career opportunities for minority group persons and women according to affirmative action principles.

The General Manager is responsible for implementation of all equal employment opportunities and affirmative action programs adopted by the District. Supervisors are required to assure that equal employment opportunity concepts are supported by their organizations. Employee organizations must support and comply with adopted programs and the Administrative Services Officer shall maintain appropriate records and prepare status reports on implementation.

**ACTION OF
HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT**

DATE: September 15, 2015

AGENDA ITEM: Discussion and possible action: Recruitment of permanent General Manager – recommendation from Personnel Committee for recruiting agency

RECOMMENDATIONS:

Approve the Personnel Committee’s recommendation for acquiring recruiting services for a permanent General Manager with CPS HR Consulting.

FINANCIAL IMPACT:

\$23,500

BACKGROUND:

The Personnel Committee recommends acquiring recruiting services for a permanent General Manager with CPS HR Consulting. Their recommendation was determined by the agency’s demonstration ability, reputed within the industry, excellent references and a 2 year guarantee. Their second choice was Alliance and Koff & Associates being third. In addition to acquiring a recruiting service, the committee feels a need to have a salary review using the same comparison agencies as the District has used in the past. Staff is seeking direction on moving forward with the General Manager salary review.

APPROVED
AS RECOMMENDED

OTHER
(SEE BELOW)

Modification to recommendation and/or other actions:

I, Tami Ipsen, Secretary to the Board, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular board meeting thereof held on September 15, 2015 by the following vote:

Ayes:

Noes:

Abstain:

Absent

Secretary to the Board

PROPOSAL

Hidden Valley Lake Community Services District

Executive Recruitment for General Manager

August 27, 2015

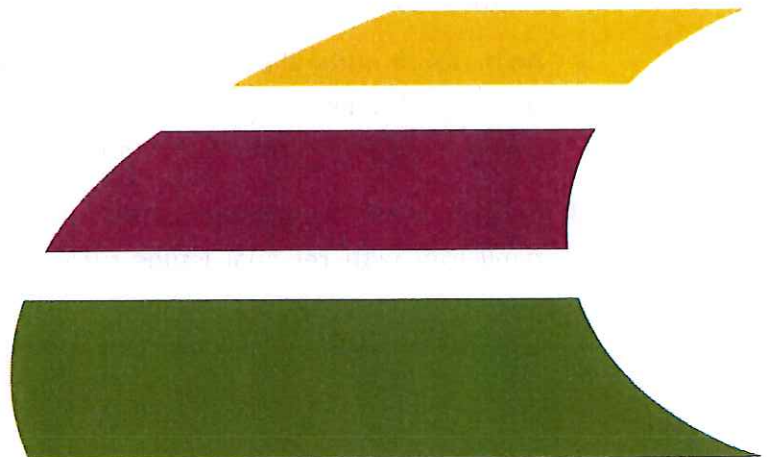
SUBMITTED BY:

VICKI QUINTERO BRASHEAR

Director of Products and Services

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Your Path to Performance

It is our commitment to work in partnership with your organization to a successful result.

Thank you for the opportunity to be considered for this assignment. Should you have questions or comments about the information presented in this proposal, **please contact Frank Rojas at frojas@cpshr.us or (916) 471-3111.**

Sincerely,



Vicki Quintero Brashear
Director of Products and Services

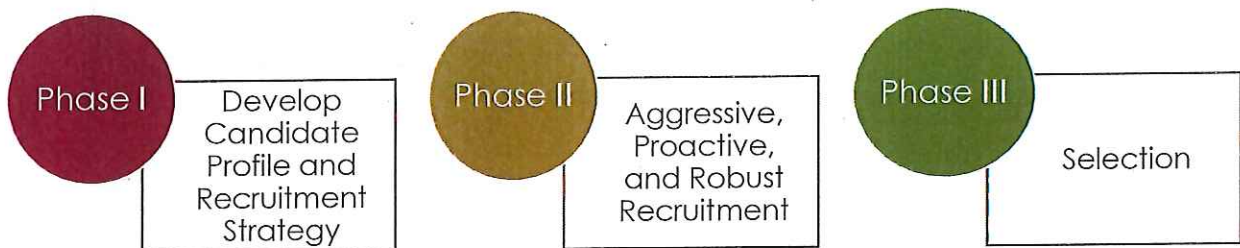
Appendix A: Sample Candidate Presentation Packet..... 34
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 Management Style.....38
Appendix B: Sample Brochure 70

Selection

The selection of the best available candidate requires the use of tools specifically designed to evaluate each candidate against the personal and professional qualities identified by the Board of Directors. For this reason, we tailor our selection techniques to the District's specific requirements. In addition, we also assume responsibility for administering the selection process for the District.

Three-Phase Project Approach for Success

Our proposed executive search process is designed to provide the District with the full range of services required to ensure the ultimate selection of a new General Manager who is uniquely suited to the District's needs.



Phase I: As desired by the District, our consultant will meet with Human Resources and District representatives to ascertain the District's needs and ideal candidate attributes, to target our search efforts, and maximize candidate fit with the District.

Phase II: The recruitment process is tailored to fit the District's specific wants and needs, with targeted advertising, combined with personal contacts with qualified individuals from our extensive database.

Phase III: The selection process is customized for the District. CPS HR will work with the District Manager to determine the process best suited to the Hidden Valley Lake Community Service District.

*Proposal to the Hidden Valley Lake Community Service District
General Manager Executive Recruitment*

Agency	Title	Year Completed
32nd Agricultural District Association/Orange County Fair	Chief Executive Officer	2014
Alameda County Bar Association	Chief Executive Officer	2014
Alameda County Employees' Retirement Association	Chief Counsel	2014
Apache Junction, City of	Director of Development Services	2014
Bar Association of San Francisco	Executive Director	2014
Brentwood, City of	Director of Parks and Recreation	2014
California Department of Consumer Affairs-California Medical Board	Executive Director of the California Medical Board	2014
Chandler, City of	City Engineer	2014
Citrus Heights Water District	Assistant General Manager	2014
Compton, City of	Director of Community Development	2014
Concord, City of	Director of Information Technology	2014
Davis, City of	Finance Administrator	2014
East Bay Regional Park District	Chief of Interpretive and Recreation Services	2014

*Proposal to the Hidden Valley Lake Community Service District
General Manager Executive Recruitment*

Agency	Title	Year Completed
Maricopa, City of (Partial)	Assistant to the City Manager	2014
Merced County Employees' Retirement Association (Partial)	Plan Administrator	2014
Monterey Regional Water Pollution Control Agency	Director of Operations and Maintenance/Deputy General Manager	2014
Paradise Valley, Town of	Town Manager	2014
Sacramento Metropolitan Air Quality Management District (Partial)	Division Manager Administrative Services	2014
Sacramento, City of	Fire Chief	2014
San Francisco Estuary Institute	Executive Director	2014
San Francisco Municipal Transportation Agency	Deputy Director Program Delivery	2014
San Francisco Municipal Transportation Agency	Deputy Director of Rail Maintenance	2014
San Francisco Municipal Transportation Agency	Director of Sustainable Streets	2014
San Francisco Municipal Transportation Agency	Senior Operations Manager, Cable Car	2014
San Francisco Municipal Transportation Agency	Director of Taxis	2014

References

Provided below is a partial list of clients we have recently worked with in providing executive recruitment services. We are confident that these public sector clients will tout our responsiveness and ability to successfully place candidates that were a good fit for their organization's needs.

CLIENT	POSITION	CONTACT
Monterey Regional Water Pollution Control Agency 5 Harris Ct Bldg. D, Monterey, CA 93940	General Manager (2015)	Leara Sampson HR Administrator (831) 645-4650 leara@mrwpca.com
Imperial Irrigation District 333 E. Barioni Blvd., PO Box 937 Imperial, CA 92251	Water Department Manager (2015)	Rosa Dominguez, Officer Recruitment & Selection Services (760) 482-9681 rmdominguez@iid.com
Solano County Water Agency 810 Vaca Valley Pkwy, Ste 201 Vacaville, CA 95688	General Manager (2015)	David Okita (former) General Manager (530) 902-7588 dokita@comcast.net or Harry Price, SCWA Board Member (Mayor of City of Fairfield) (707) 428-7402 mayorharry12@gmail.com
Citrus Heights Water District 6230 Sylvan Road Citrus Heights, CA 95610	Assistant General Manager (2014)	Dave Kane Former Assistant General Manager (916) 735-7715 Dkane@chwd.org
Sacramento Metropolitan Air Quality Management District 777 12th Street, 3rd Floor Sacramento, CA 95814	Division Manager Administrative Services – Partial (2014)	Betty Becker, SPHR Human Resources Officer (916) 874-4827 bbecker@airquality.org

Candidate Placements

CLIENT	POSITION	Candidate
City of Garden Grove 11222 Acacia Parkway Garden Grove, CA 92842	City Manager (2015)	Scott Stiles (714) 741-5100 scotts@ci.garden-grove.ca.us
Los Angeles Metropolitan Transportation Authority One Gateway Plaza, Los Angeles, CA 90012	Executive Officer (2015)	Alex Wiggins (213) 922-4433 wigginsal@metro.net
City of Anaheim 200 South Anaheim Blvd. Ste 733 Anaheim, CA 92805	Engineering Manager (2015)	David Mori (714) 765-5148 dmori@anaheim.net

Task 4 – Develop Recruitment Brochure

Following the completion of the workshop session, CPS HR will work with a professional graphic artist to design a recruitment brochure and present it to the District for review prior to printing. Please refer to **Appendix A** for a sample brochure. Additional brochure examples are available on our website at www.cpshr.us/search.

Task 5 – Place Advertisements

Advertisements (which will include a direct link to your brochure) will be prepared and placed for publication in appropriate magazines, journals, newsletters, job bulletins, social media, and websites to attract candidates on a nationwide, regional, local, or targeted basis, depending on the preference of the District. CPS HR will present examples to the District for review and approval. Examples may include:

Advertising Sources	
● Jobs Available	● Brown & Caldwell Water Jobs
● Assoc. of CA Water Agencies	● American Water Works Assoc.
● American Public Works Assoc.	● CA Special District Assoc.
● Municipal Management Assoc.	● LinkedIn

CPS HR will prepare an email distribution list containing prospective candidates and referral sources. These individuals will receive a link to the General Manager brochure along with a personal invitation to contact CPS HR should they have any questions about the position.

CPS HR is focused on reaching a diverse candidate pool and would recommend publications/websites that are targeted to minority and female candidates. CPS HR will specifically research other jurisdictions in which the demographics mirror those of the Lake County area and target outreach to those individuals. In addition to placing ads on websites aimed at minority candidates, we will contact leaders within appropriate associations to gain their insight and referrals of possible candidates.

Within the past five years, we have successfully placed more than 170 minority and female candidates in executive level positions.

information, rather than facts and research. It is our job to ensure the candidates we are in communication with have accurate and helpful information.

- Actively seeking individuals who are highly visible in the field – widely published, frequent presenters and/or thought leaders – who are seemingly ready for the challenge. These highly qualified candidates may be attracted by the prospect of collaboration with other District departments, providing exceptional leadership to the Hidden Valley Lake Community Service District, or continuing to ensure the public confidence in the integrity of the District.

Task 2 – Resume Review and Screening Interviews

All resumes will be submitted directly to CPS HR for initial screening. This screening process is specifically designed to assess the personal and professional attributes the District is seeking and will include:

- A thorough review of each candidate's resume, and if applicable, supplemental questionnaire responses and other supporting materials.
- Interviews with the candidates who appear to best meet the District's needs. CPS HR will spend extensive time ascertaining each candidate's long term career goals and reasons why the candidate is seeking this opportunity, as well as gaining a solid understanding of the candidate's technical competence and management philosophy. We will also gather data on any other unique aspects specific to this recruitment based upon the candidate profile.
- Internet research on each candidate interviewed.



Task 3 – Board of Directors Selects Finalists

At the conclusion of the previous tasks, CPS HR will prepare a written report that summarizes the results of the recruitment processes and recommends candidates for further consideration by the District. Typically the report will recommend five to eight highly qualified candidates, and will include resumes and a profile on each interviewee's background. CPS HR will meet with the Board of Directors to review this report and to assist the District in selecting a group of finalists for further evaluation.

with the finalist(s) and will present a full picture of the situation to the District for further review.

Task 4 – Contract Negotiation

Successful negotiations are critically important, and we are available to serve as your representative in this process. With our expertise, we can advise you regarding current approaches to various components of an employment package. We can represent your interests with regards to salary, benefits, employment agreements, housing, relocation, and other aspects, with the ultimate goal of securing your chosen candidate.

Commitment to Communication

Throughout the recruitment process, we are strongly committed to keeping you fully informed of our progress. We will collaborate with you to provide updates on the status of the recruitment via your preferred method of communication (phone conference, email, etc.).

In addition, during each phase in the process, we are corresponding with candidates and advising them of their status. We place the highest level of importance on customer service and responding



in a timely manner to all client and candidate inquiries. Our previous clients and candidates have expressed a sincere appreciation for our level of service and responsiveness to the management of the recruitment process; as a result, we have many long term relationships with clients that have resulted in the opportunity to assist them with multiple recruitments.

CPS HR's communication extends once you have selected the new General Manager. We will contact both the Board of Directors and the newly appointed General Manager within six months of appointment to ensure an effective transition has occurred.

Sample Candidate Presentation Packet

Please see our Sample Candidate Presentation Packet below in **Appendix A**.

Reimbursable Expenses

Actual out-of-pocket expenses for such items as consultant travel, advertising, marketing, printing/copying, and postage/delivery charges are reimbursable at cost. There is no mark-up on expenses and **we will work proactively with the District to ensure that the dollars being spent for expenses are in keeping with the District's expectations.** Travel expenses for candidates who are invited forward in the interview process are not included under our reimbursable range. The listed reimbursable expenses range includes a background check on the selected finalist candidate.

Professional Fixed Fee & Reimbursable Expenses*	
Professional Services (Fixed Flat Fee)	\$17,000
Reimbursable Expenses	
<p><u>Approximate</u> recruitment costs include:</p> <ul style="list-style-type: none"> ■ Brochure Design and Printing (\$1,100) ■ Advertising (\$2,600) ■ Background check for one candidate (\$400) ■ Other recruitment expenses such as supplies, travel and shipping (\$1,400) 	\$5,500-\$6,500
Not-to-Exceed Total	\$23,500

Schedule of Hourly Rates

CPS HR charges for our professionals on a flat fee basis, see above. However, should we provide any additional services that are not outlined in the Scope of Work, the hourly bill rate would be \$125 per hour.

Two Year Guarantee

If the employment of the candidate selected and appointed by the District, as a result of a full executive recruitment (*Phases I, II, and III*), comes to an end before the completion of the first two years of service, CPS HR will provide the District with professional services to appoint a replacement. Professional consulting services will be provided at no cost. The District would be responsible only for reimbursable expenses. **This guarantee does not apply to situations in which the successful candidate is promoted or re-assigned within the organization during the two-year period.** Additionally, should the initial recruitment efforts not result in a successful appointment, CPS HR will extend the aggressive recruiting efforts and screen qualified candidates until an offer is made and accepted. CPS HR does not provide a guarantee for candidates placed as a result of a partial recruitment effort.

Having been a speaker at several networking and career coaching venues, Frank believes in utilizing traditional recruiting methodology with social media. He was named in the top 1% viewed profiles on LinkedIn.

Employment History

- Senior Executive Recruiter, CPS HR Consulting
- Employment Director and Senior Recruiter, PRIDE Industries
- Corporate Recruiter, EMF Broadcasting
- Branch Manager and Acting Vice President, Fastek Technical Services

Professional Experience

- Managed and led recruiting efforts including client interface to define and write position descriptions, profiles, and goals. Responsible for creating marketing plans, screening and selection strategies, conducting interviews and participating in final hire and post-hire activities including reference and background checks.
- Assisted in salary evaluation and competitive comparisons. This includes candidate negotiations, travel and relocation (if appropriate), benefits, and confirmation and acceptance of any requirements prior to the submittal process and acceptance of offer.
- Managed in-house staff to ensure adherence of company policies and legal compliance. Developed and maintained positive, team-building methodologies that increased productivity, created a positive, productive staff, and maintained cooperativeness and trust.
- Recruited and identified senior-level management for several federal locations including General Managers, Assistant General Managers, HR Directors, Site Controllers, Quality Managers, T-4 Water and Environmental Director and Departmental Leadership at Fort Bliss, El Paso; Fort Polk, Louisiana; Joint Base McGuire-Dix-Lakehurst; New Jersey; Los Angeles Air Force Base; Cape Canaveral, Florida; and the Lawrence Livermore National Laboratory.
- Set up staff procedures and office functions; negotiated service agreements, ensured EEO, safety/OSHA quality, and all local, state, and federal compliance policies. Migrated and implemented several Applicant Tracking Systems including participation as Systems Administrator.
- Initiated effort to define the mission and business plans of expanding organizations. Developed road maps to build client base, relevant labor pools, and resources to sustain growth for the entire enterprise. Started corporate recruiting department and initiated recruiting strategies, hiring processes, retention, and integrated cost-effective marketing tools.
- Hired and motivated in-house talent and created cross-functional business/sales and recruiting process allowing for growth, skills development, and achievement to meet customer needs and provide for an effective team-oriented environment.

Education

- B.A., Political Science, University of California at Berkeley, Berkeley, CA

- Managed staff responsible for addressing escalated customer complaints. Negotiated and mediated pre-litigation settlements with attorneys, state regulators, and other state agencies, involving home improvement loans. Served as department fraud coordinator.
- Provided administrative support to SVP, including drafting correspondence, report writing and special projects as assigned. Supervised department receptionist, responsible for interfacing with vendors and facilities management.
- Provided administrative and research support for private professional lobbying firm. Researched legislative bills, corresponded with professional association members regarding legislative proposals.

Education

- California State University, Chico, major course emphasis – Physical Education/English

- Liaison to local and regional sports contacts (including local and bay area professional teams, universities/colleges, high school athletic directors/coaches, and other key sports contacts)
- Experienced writer and interviewer with excellent people skills and a positive track record in staff and project management.

Education

- B.A., Communication Studies (with honors), California State University, Sacramento

■ **Diversity Sensitivity**

CPS HR encourages applicant diversity and incorporates a variety of activities to attract the best available candidates. We have successfully recruited and placed minority and female candidates for a variety of executive-level positions.

■ **Cost Effective**

The combination of CPS HR's seasoned recruitment management and highly qualified staff enable us to reliably deliver successful results on time and on budget.

■ **Satisfied Clients**

Our executive search client satisfaction rating averages 4.6 on a scale of 5. While many companies talk about client satisfaction, how many measure the impact of that through assessing client satisfaction by distributing written surveys and tying the results of these surveys to their performance management system? CPS HR Consulting does. A client satisfaction survey is sent at the end of every engagement requesting feedback on the quality of our staff, deliverables, and the overall consulting relationship.

■ **Strong Base of Repeat Clients**

We make sure we understand our client's challenges and customize our process to fit their needs. As a result, we have a long and growing list of returning clients who seek our services for multiple engagements.

Appendix A: Sample Candidate Presentation Packet

SAMPLE RECRUITMENT MATERIALS

The following materials are samples of CSPS Executive Search work product:

CLIENT REPORT

The Client Report includes an overview/summary of the entire recruitment process, as well as information on the candidates interviewed by the consultant and recommends a top group of candidates for the Hiring Authority's consideration.

CANDIDATE EVALUATION MANUAL

The Candidate Evaluation Manual is used by members of the interview panel during the finalist interview process as outlined in Phase III, Task 2 of the Executive Search Process.

REFERENCE

The sample provided is a redacted report on a candidate who was ultimately hired via a recruitment process we conducted. A written summary of the reference checks such as this is provided to the Client.

BACKGROUND

The sample provided is a redacted report generated from the licensed investigation firm we contract with to conduct background checks on candidates. Any newspaper articles retrieved on the subject would also be included with this report.

Summary of Activities

The following report presents the results of the recruitment process for the xxx position. Summary profiles of key candidates are included in the report for ease of comparison followed by resumes submitted by candidates.

The approach to the recruitment process was aggressive and included the following activities:

ADVERTISING

Advertisements for this position were placed in the following publications and web sites:

Western City Website

Jobs Available

ICMA Newsletter/Website

NACO.org

NFBPA

LinkedIn

International Hispanic Network

CPS Executive Search Website

OUTREACH

- **Information Packet** - A brochure was prepared describing the position, the City, the characteristics of an ideal candidate, salary and benefits, and the application and selection procedure. The brochure was distributed to approximately xxx potential candidates and referral sources.
- **Personal Contacts** – Personal contacts were initiated with many xxx professionals to determine personal interest in the position or to request referrals of qualified candidates.
- **Candidate Follow-Up** – Follow-up contacts were made with strong potential candidates who we knew or who were identified through referrals. In addition, all those who submitted a resume received a letter of acknowledgement.

Qualifications

Experience: At least five years of progressively responsible administrative experience in a management capacity in local government with an understanding of budget administration and supervision of professional staff is expected. Familiarity with strategic planning and administrative services such as human services or financial operations would be beneficial.

Education: A Bachelor's degree in public or business administration, or related field is required. A Master's degree is highly desirable.

Management Style

In addition to the above, the ideal candidate will be:

- a critical thinker with the courage to pursue creative ideas
- an excellent communicator, orally and in writing
- collaborative, inside and outside the organization
- passionate about public service and community
- a proponent of the City's values and principles
- remains current with the profession, its trends and best-practices
- someone who values employees and supports their professional development
- a team player; in touch with other members regularly
- able to find common sense solutions
- a positive, "can do" advocate
- flexible

City of
 CITY MANAGER
Redacted Candidate Profile

CANDIDATE

CURRENT POSITION:	City Manager	Since 2010
	<i>City of , CA</i>	
	pop. 19,000 Total budget: \$10.5M	
PRIOR RELEVANT POSITIONS:	City Administrator	2006-2009
	<i>City of</i>	
	Assistant City Manager	1998-2006
	<i>City of , CA</i>	
	Acting City Manager	1997-1998
	Deputy City Manager	1995-1997
	Assistant City Manager	1989-1995
	<i>City of , AZ</i>	
	City Manager, Assistant City Manager	1985-1989
	<i>City of , AZ</i>	
EDUCATION:	MPA	1982

Candidate Evaluation Manual

**POSITION
CITY OF XXX**

CONFIDENTIAL

submitted by:

CPS HR Consulting

241 Lathrop Way

Sacramento, California 95815

(916) 263-1401

Date

Evaluation Process Components

Opening

Statement: At the beginning of each interview the candidates have been requested to make an opening statement highlighting their background and key qualifications for the **POSITION** for the **City of XXX**, and outline why they are seeking the position. Candidates have been instructed that such presentations should last **2-3 minutes**.

Structured

Interview: Following the opening statement, there will be **45 minutes** available for questions and answers. This period typically allows 12-14 questions to be answered. A menu of suggested questions designed to elicit information on areas the City previously identified as important are enclosed for your consideration. During the Orientation these and other job related questions might be selected.

Unstructured

Questions: During the question/answer period panel members may also ask a limited number of unstructured questions, those unique to the background of the candidate, as time permits.

Final

Comments: Once all questions have been asked, the candidate should be given a final opportunity to provide any additional information about his/her qualifications.

Following each interview, you will have approximately **10 minutes** to complete notes and get ready for the next interview.

Key Attributes Being Assessed

*At the beginning of this recruitment, the City identified attributes of the ideal **POSITION** candidate. These attributes have been utilized during the recruitment and the preliminary screening of candidates. While many factors will contribute to the City's selection of a candidate for this position, a review of these attributes should assist greatly in the evaluation of candidates:*

The ideal candidate will possess a strong background in municipal finance, staff management and a track record of providing sound, thorough recommendations on a myriad of complex issues. An unflappable and forthright demeanor coupled with the ability to effectively communicate and gain the respect of diverse and highly involved citizen groups will serve the candidate well. A history of innovation and resourcefulness will be weighted favorably as well as the ability to candidly share information with the Council. Success in this role will also require an understanding of the community's culture and becoming an integral part of the community at large.

Professional and Personal Characteristics:

- Knowledgeable local government generalist; understands civic process
- Track record of sound fiscal management coupled with a thorough understanding of the changing economic tides
- Skilled/proficient in labor negotiations
- Always conveys a sense of professionalism even in difficult and/or heated political environments
- Thick-skinned; able to deal with negativity
- Ability to absorb and analyze information and situations quickly but thoughtfully
- Thinks before speaking
- Good listener; open and approachable demeanor
- Unpretentious; able to work with all sectors of community
- Transparent/straight-forward; doesn't play games
- Good sounding board; gives Council 'space' to find own ideas
- Thoughtful, patient, open-minded
- Long range strategic planner
- An appreciation for a community committed to health, fitness and the environment
- Understands relationship between every day delivery of services and Council policy setting

Rating Attributes Being Assessed

Rating Guide: 1 - Weak; 5 - Strong.

ATTRIBUTES RATING

LEADERSHIP/MANAGEMENT STYLE 1 2 3 4 5

COUNCIL – CITY MANAGER RELATIONS 1 2 3 4 5

KNOWLEDGE/OVERALL COMPETENCY 1 2 3 4 5

COMMUNICATIONS/INTERPERSONAL 1 2 3 4 5

VALUE ADDED 1 2 3 4 5

OVERALL RATING 1 2 3 4 5

Candidate Profiles and Resumes

CITY MANAGER

CITY OF XXX

REFERENCE CHECK SUMMARY

2014

Finalist Name

The following individuals were contacted as references in relation to NAME candidacy for the position of *City Manager*. The information received was obtained in confidence, therefore, is not attributable to any specific individual. In the interest of presenting a substantial amount of feedback in a concise manner, the information has been organized among key themes and comments that are consistent with the critical factors associated with the position.

REFERENCES CONTACTED

(Alphabetical order)

Name, Title, Agency: She met NAME 6 years ago when NAME was hired in the Accounting department in XX County. REF has worked closely with her since NAME became the County CAO.

Name, Title, Agency: REF has known NAME for 2 years. He is one of 5 Supervisors that she currently reports to.

Name, Title, Agency: They both worked in XX County for government-run agencies. They were colleagues and networked on a regular basis. REF has known NAME for about 5 years.

Name, Title, Agency: REF has known NAME for 3 ½ years. He is one of 5 Supervisors that she currently reports to.

- Solid, terrific experience. She has a calm demeanor about her even if she's juggling multiple issues. She understands what is being said and what isn't being said. She has maintained her professionalism during some difficult situations.
- She's very dynamic, energetic and an extremely bright young woman.
- Very detail-oriented.
- She is very calm and keeps an even keel even while other people are losing their focus. She keeps her eye on the ball.
- She came to XX during a tumultuous time and she brought calm to the organization and proceeded with an even course.
- Exceptional hard worker who has great attention to detail. Smart, thoughtful and analytical. Gets along well with people, great interpersonal skills. She is a lot of fun.
- Her longevity is a testament to her endurance. She has tenacity and a fighting personality. She's very good at the political and technical issues. Her relationships are strong in the area.
- She is very capable.
- She is efficient, tends to take on too much herself. Doesn't think she's been given everything she needs to succeed.
- She embraces learning and reaches out to other jurisdictions for feedback.
- She does a great job.
- Very responsive regarding issues and concerns. She brings in a different perspective. She's honest, whether the Board wants to hear it or not.
- NAME is very thorough. She has had challenges and has kept her composure throughout the process. She should be rewarded for her hard work.

Integrity

- Beautiful integrity. She has a mannerism about her that draws people in but she's tough when she needs to be.
- Very high integrity. She doesn't play "underground", she has direct communication. She always encourages honesty and she gives that in return. If she has a concern, the individual will know immediately in clear terms.
- She is the complete package; this is one of her greatest strengths. Everybody trusts her judgment.
- Beyond reproach. She helped uncover numerous challenges in the structure of the city. Through each challenge she used her moral judgment and professionalism. Very ethical.
- Very good integrity, never any questions about her. Everybody likes her, even those who have differences with her.
- Outstanding. She brings calm to chaos. Her work products are always thoughtful and highly credible. She's very committed to doing things the right way.
- Very strong, she isn't someone who says one thing and does another. She wears her heart on her sleeve.
- Very high integrity. She presents "truth in advertising", she lays out the issues and puts forth recommendations. She has no hidden agenda and is not manipulative.
- Never questioned.
- Nothing negative.
- Excellent, nothing negative.

- She manages by motivating people to move in a different direction if necessary. She is able to broaden their view. She is situational and reads the environment; she will nurture or be firm as needed. She is participative and includes others in decision making when it's appropriate.
- She manages well and has tried innovative things regarding the reorganization of the county. She is cooperative and collaborative without being heavy handed. She can be decisive when necessary.
- Uses informal style to give assignments and allows staff to run with it. Not a micromanager, she's more relaxed and delegates but very accessible and open to questions.
- She ranks among the best managers this reference has worked with. She empowers, delegates and trusts her staff.
- The system she worked in was somewhat unmanageable but she made every effort to communicate. She implemented "CAO notes" which provided the Board and community with updates on a weekly basis.
- She has the respect of those who work for her.
- Hands-on and well prepared.
- Not aggressive, more participative. She involves her #2 and #3 people to help with big decisions.

Ability to hold people accountable

- She has a great relationship with the department heads, she does her job well.
- Her internal staff seems dedicated. This reference has had positive experiences with her.
- Definitely holds people accountable.
- This is one of her strengths. She doesn't allow people to let things go, she'll follow up and make sure the work gets done.
- She does this quite well.
- Absolutely. If targets weren't being hit, she'll let staff know. Always wanted to make sure the outcome matched the goals.
- She encourages people and infuses trust and an expectation of accountability.
- Some staff were let go and she assisted with getting things done including some items that slipped in the past.
- Believes so. Their system makes department heads limited in effecting corrective issues. She understands and works within parameters she's given.
- Definitely.

Leadership Skills

- She is a good leader and has the respect of many people in the county and the community.
- Strong leader but doesn't supersede the power of the Board. She clarifies and validates their expectations.
- She's very good at knowing when to be "on stage" and when to step off. She's a very capable leader.
- Her leadership style changes based on the needs of the individuals around her.
- She is solid but low key. She is very collaborative and works to get people together.
- Strong leader.
- She had credibility in the organization and knew how to motivate the team to accomplish their goals.
- One reference has spent 20 years in the public sector and places her in the top 1 or 2 leaders.
- She conveyed what she needed and kept the team together.

- She tends to take on too much of everything, has a very full personal and work life. She is pressed to do more with less.
- Can't think of anything. She's kept the county moving forward and the reference doesn't know what else NAME could do to make it better.
- Tends to be a workaholic, has been told to go home. Very dedicated.
- She has worked in a challenging county and could have been a little more forceful in dealing with the management team. However, due to the structure of the county, she's done the best she could.
- Sometimes works too hard.
- Can become overly passionate about issues. She should remember to take a step back and see the big picture.
- She has a tendency to bring the council more financial issues, one reference would like to see her more balanced with regard to community development.
- She could be a little bit stronger and stand up for herself (wouldn't call it a flaw, but a result of the system she's in).
- Feels she could give more personal attention to leadership. Not in a groveling way, but more one-on-one would be helpful.
- Discipline would be the only area he could think of; she might be more forceful.
- Thing she worries the most is delegation. They haven't provided her with delegated responsibility (partly the Board's fault). Given the opportunity to delegate and having admin staff to back her up she would advance things faster.
- Could develop more from an operations standpoint, it's not her strongest quality.
- She's not always comfortable with confrontation or addressing people with problems directly.

Summary Comments

- NAME is fun-loving and creates a positive environment. She has an endearing quality to her that brings smiles to the staff and makes them feel good about what they do.
- She is extremely pleasant to work with. She's great at problem solving and working with conflict. Very strong at dealing with people with diverse issues.
- She has strong organizational skills in managing projects and tasks.
- The community would get a solid leader who is open, listens and willing to get out in the community to solicit feedback without getting ahead of the Council.
- She has an independent mind, she takes advice but then does what she thinks is right.
- They would be very sorry to see her go.
- She would make an outstanding City Manager. She can be underestimated due to her stature but she will drive the organization toward meeting their goals. She's particularly well-suited for a medium sized organization. Her style matches best where she can know all the players.
- City would gain a tremendous amount by bringing her on. She will mesh well with the personalities.
- She is a pleasant lady and a good person at her core. She has no malice or character flaws.
- She is more suited for a city position than with a county.
- City would be getting a great person.
- Thinks she would do a good job, they would miss her.

This is a CONFIDENTIAL REPORT and has been prepared exclusively for the above named client. This report does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it is accurately copied from public records. Information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of the report. Additionally, SmartHIRE makes no recommendation as to interpretation of the information. By acceptance of this report, the client accepts full responsibility for any use or disclosure of this report or its contents. SmartHIRE, 2250 Lindsay Way; Glendora, CA 91740, (800) 599-9202. Our files are available for review at no charge in person, by certified mail or telephonically with proper identification. Nuestros archivos se pueden revisar sin ningun cargo a usted, en persona, o por correo certificado o por telefono con la identificacion adecuada.

The following are included in this report:

Search Type	Detail	Status
SSN Trace and Past Address History		The trace matched the applicant
Driving History Report	California (license N0390615)	Complete
County Criminal	Los Angeles, California	Complete - No Record
Federal Criminal	Central, California	Complete - No Record
County Civil - Upper and Lower	Los Angeles, California	Complete - No Record
Federal Civil	Central, California	Complete - No Record
Federal Bankruptcy	Central, California	Complete - No Record
Education Verification	Rio Hondo College	Complete
Property Search	California	Complete
Corporations and Limited Partnerships	California	Complete
Fictitious Business Name Filings	California	Complete
Board of Equalization	California	Complete

Driving History Report

State California
License N0390615
Name Searched Mark Alan McClain
DOB Searched 05/30/****
SSN Searched 530-48-****
Search ID 242508
Date Ordered 02/01/2008
Date Completed 02/01/2008

Results

CALIFORNIA DRIVER RECORD REPORT

REPORT SEARCH DATE -> 02/01/2008

LICENSE NAME/ADDRESS DRIVER DESCRIPTION

MCCLAIN, MARK ALAN D.O.B. |SEX| HGT |

05/30/XX| M |6'01" |

LICENSE NUMBER -> N0390615

ORIG.ISSUED ISSUED EXPIRES CLASS STATUS

04/13/2006 05/30/2011 Class C Non-Commercial VALID

RESTRICTIONS: 01 - Must wear corrective lenses when driving.

TYPE VIOL/SUSPE CONV/REINS HISTORY ENTRY PTS

VIOL 07/31/2007 08/13/2007 Speed too fast or over speed limit 1.0

City/Location.....: 48 - Wyoming

Event Type.....: VIOLATION

State Code.....: 01OS

ACD.....: S93

Miscellaneous.....: Record Updated Date:

09/17/2007

Statute #.....: O/S

*****END OF RECORD*****

County Civil - Upper and Lower

Jurisdiction Searched Los Angeles, California
Name Searched Mark Alan McClain
DOB Searched 05/30/****
SSN Searched 530-48-****
Search ID 242503
Date Ordered 02/01/2008
Date Completed 02/01/2008
Years Searched 7
Status No Records Found

Federal Civil

Jurisdiction Searched Central, California
Name Searched Mark Alan McClain
DOB Searched 05/30/****
SSN Searched 530-48-****
Search ID 242505
Date Ordered 02/01/2008
Date Completed 02/01/2008
Years Searched 7
Status No Records Found

Location Whittier, CA
Graduation Date 1978

Information Searched

School Rio Hondo College
Location Whittier, CA

Information Verified

Degree Associate in Arts
Major Administration of Justice
Graduation Date 06/15/1978

Property Search

Name Searched Mark Alan McClain
DOB 05/30/****
SSN 530-48-****
Search ID 242509
Date Ordered 02/01/2008
Date Completed 02/01/2008

Information Provided

State California

Results

A statewide search of California property records disclosed the following:

Name Searched Mark Alan McClain
DOB 05/30/****
SSN 530-48-****
Search ID 242511
Date Ordered 02/01/2008
Date Completed 02/01/2008

Information Provided

State California

Results

A statewide search of California Fictitious Business Name Filings under Mark McClain disclosed two listings:
Omni-Screen Services, 2250 Lindsay Way, Glendora, California 91740. Mark A. McClain is listed as the Owner.
SmarthIRE, 2250 Lindsay Way, Glendora, California 91740. Mark A. McClain is listed as the Owner.

Board of Equalization

Name Searched Mark Alan McClain
DOB 05/30/****
SSN 530-48-****
Search ID 242512
Date Ordered 02/01/2008
Date Completed 02/01/2008

Information Provided

State California

Search ID 242514
Date Ordered 02/01/2008
Date Completed 02/01/2008

Information Provided

State California

Results

No positive listings found.

Newspaper Search

Name Searched Mark Alan McClain
DOB 05/30/****
SSN 530-48-****
Search ID 242515
Date Ordered 02/01/2008
Date Completed 02/01/2008

Information Provided

Results

A 10-year search of newspapers under the name Mark McClain disclosed one article. The search was conducted through Lexisnexis.com and Newslibrary.com and included The Los Angeles Times.



THE TUOLUMNE UTILITIES DISTRICT & COMMUNITY

The Tuolumne Utilities District (TUD) is a water and wastewater utility serving nearly 44,000 residents in northern California's Tuolumne County.

The Tuolumne Utilities District service area is located 148 miles east of San Francisco and is nestled in the picturesque and historic central Sierra foothills. TUD was created in July 1992, following approval by Tuolumne County voters to consolidate two existing water agencies. The District provides water and wastewater services throughout much of Tuolumne County and covers a broad range of topography.

TUD operates 14 water treatment plants and over 30 groundwater wells, and delivers treated water to more than 13,800 connections. It also delivers raw water, via an open ditch system, to several smaller water companies and to over 600 agricultural and residential customers.

TUD also owns and operates the county's largest wastewater collection and treatment system serving over 5,600 connections. Several transmission pipelines take wastewater from the county's most populated corridors to the regional treatment facility in Sonora. Secondary treated wastewater is used for pastureland irrigation, and is either piped to nearby fields for immediate use or to Quartz Reservoir below Jamestown for storage. The District recycles 100% of all the wastewater that it treats.

TUD is governed by a five-member Board of Directors, elected at large. The District has an operating budget of over \$15 million and a current staff of 71 full-time employees.

Details on the District are available upon request and also at the District's website at <http://www.tudwater.com>.

Tuolumne County, in the Central Sierra Nevada with its diverse terrain, is the setting for Yosemite National Park, the Stanislaus National Forest, Columbia and Railtown 1897 State Historic Parks, and is composed of a variety of Gold Rush towns like Jamestown, Groveland, and Sonora, the resort community of Twain Harte, and the burbaj town of Tuolumne City, all providing a wide array of recreational activities.

The community enjoys a rich culture that includes theatre, arts, antiques, music, dining, youth and adult sports programs, excellent schools and modern healthcare facilities. Skiing, snowboarding, golf, boating, swimming, fishing, camping, hiking, cycling and off-road adventures await.

For more information about living in Tuolumne County, visit the Tuolumne County Chamber of Commerce website and the Tuolumne County Visitors Bureau at <http://www.tccchamber.com/living.html> and the <http://tcvb.com>.

Additional information about our area can also be found at the City of Sonora website at <http://www.sonoraca.com> and the Tuolumne County website at <http://www.tuolumnecounty.ca.gov>.

THE TUOLUMNE UTILITIES DISTRICT GENERAL MANAGER

Reporting to and hired by the Board of Directors, the General Manager provides executive leadership and is responsible for planning, organizing, directing and coordinating all services and activities of the District. The General Manager develops policy recommendations for the Board, and oversees the development and implementation of Board approved District goals, objectives, policies and procedures.

The General Manager will be responsible for the daily management and oversight of the District including working closely with the various department and program directors, as well as with other external agencies and stakeholders. Key Department Directors and Managers include the District Engineer, Operations Manager, Finance Director, Human Resources, and Public Relations.

Under general policy guidance from the Board of Directors, the General Manager plans, organizes, directs, administers, reviews and evaluates the activities and operations of the TUD and also acts as principal advisor to the Board.

Other typical duties and responsibilities of the General Manager include:

- Providing leadership in the implementation of Board policies and the development of strategies, business plans, budgets, programs, procedures, long-range plans and administrative and personnel management for the District.
- Planning and evaluating senior management staff performance.
- Providing leadership and working with the TUD staff to develop their skills to the highest potential.
- Hiring and retaining highly competent, customer-service oriented staff.
- Applying day-to-day management practices which support the District's mission, objectives and values.
- Directing the development of operating and capital budgets for consideration and eventual adoption by the Board.
- Representing the District before external organizations, including other water districts/agencies, governmental and regulatory agencies, private entities, professional and community organizations, citizen boards and commissions, the media, and the general public.





Professional and Personal Characteristics

In addition to the ability to communicate and work collaboratively with the TUD Board of Directors, the ideal candidate should be able to demonstrate professional and personal characteristics including being:

- A solid leader and role model with a positive presence who demonstrates initiative, is action-oriented, exercises good judgment, treats others with respect, and is open and approachable.
- Confident and self-assured, yet also facilitative rather than confrontational in nature, be able to work well with the Board members, peers and staff, and provide strong, effective, energetic leadership and motivation to others.
- Able to analyze complex technical and administrative problems, evaluate alternative solutions, and adopt effective courses of action while paying attention to both immediate and long term needs.
- Fiscally responsible and prudent, keeping the interests of the District and its customers in mind at all times.
- Supportive and motivating in leadership style, an active listener, and able to communicate effectively in a variety of situations including with staff and the public, and to resolve conflict and negotiate effectively with others.
- Team oriented, communicative, open to suggestions and willing to share credit for accomplishments.
- Able to keep the District Board and management staff advised of new legislation, regulations, issues or problems and opportunities that may affect the TUD.
- Willing and comfortable in developing a strong identification with the community and its unique characteristics.
- A leader who embraces challenge, is accountable, thinks collaboratively; is politically astute and comfortable working in a complex public service organization and the unique characteristics of water resources in California.
- Able to engender trust and credibility, with a high degree of integrity and ethical conduct.
- An excellent communicator and strategist able to make and stand by difficult decisions and articulate those to key stakeholders and the community at large.
- A visionary able to anticipate business financial needs and collaborate with key staff members to address the issues and ensure goals are met.

COMPENSATION

The salary range for this position is \$140,000 - \$170,000 and will be dependent upon the qualifications and experience of the selected candidate.

The District also offers an excellent benefits package including paid vacation, holidays, and sick leave, medical, dental, vision, disability and life insurance; voluntary deferred compensation plans, employee assistance plan, social security participation, and a retirement plan.

- Retirement Benefits are affiliated with CalPERS; Medical Insurance is with PERS Select, PERS Choice or PERSCare (District pays 85% of premium cost for employees and their dependents).
- 100% of the Delta Dental & Vision Service Plan premium is paid for employees and their dependents. A Life Insurance policy is provided at a two times annual salary, subject to a maximum of \$300,000, at no cost to the employees.
- The District also pays a contribution of the monthly amount based upon hire date to Retiree Health Insurance.

Details on Long-Term Disability, the Employee Assistance Plan, Sick Leave, Holidays, and Vacation plans, Voluntary Deferred Compensation Plans etc. are available upon request.

APPLICATION AND SELECTION PROCEDURE

The final filing date is Monday, June 29, 2015. To be considered for this position, please visit www.cpshr.us/employment/current.html and submit a cover letter, list of six work related references (who will not be contacted without prior notice), indication of current salary and a resume that reflects the size of staff and budgets you have managed as **one (1) file**. Your resume should indicate both months and years of beginning/ending dates of positions held.

Resumes will be screened based on the criteria outlined in this brochure. Candidates with the most relevant qualifications will be given preliminary interviews by the consultant. CPS HR Consulting will report the results to the Tuolumne Utilities District. The District will then select candidates to be interviewed by a panel. A final interview process may be scheduled for selected candidates along with extensive reference and background checks. For additional information about this position please contact Frank Rojas.

CPS HR CONSULTING

Frank Rojas
CPS HR Consulting
241 Lathrop Way • Sacramento, California 95815
Tel: 916 471-3111 • Fax: 916 561-8478
E-mail: resumes@cpshr.us
Website: www.cpshr.us/search



The Tuolumne Utilities District is an Equal Opportunity Employer

Executive Recruitment Search

GENERAL MANAGER

Hidden Valley Lake Community Services District



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Hidden Valley Lake Community Services District

2.2 Our Experience

We believe we are exceptionally well qualified to assist you. We have extensive nationwide experience recruiting utilities executives for government agencies and special districts and have helped to place excellent diverse people in both small and large organizations.

Currently, we are recruiting for the General Manager for Long Beach Water and the Director of Public Affairs for the Municipal Water District of Orange County (CA).

Recently, we recruited for the following executive management positions for municipal utilities and special districts:

- General Manager for the Marina Coast Water District (CA)
- Director of Finance - Municipal Water District of Orange County (CA)
- Human Resources Services Director - San Francisco Public Utilities Commission (CA)
- Director of Operations and Maintenance - Rancho California Water District (CA)
- Associate Civil Engineer, Sanitation - Coachella Valley Water District (CA)
- Associate Electrical Engineer, Electrical/Energy Division - Coachella Valley Water District (CA)
- Executive Director of Water Policy - Irvine Ranch Water District (CA)
- General Manager - Municipal Water District of Orange County (CA)
- General Manager - Rincon del Diablo Municipal Water District (CA)
- Project Engineer - Antelope Valley Water Storage Bank (CA)

In the last three years, we have completed the following recruitments:

- Solid Waste Superintendent - City of Oxnard (CA)
- Director of Engineering - Orange County Sanitation District (CA)
- General Manager - Antelope Valley Water Storage Bank (CA)
- General Manager - Emerald Bay Service District (CA)
- Deputy Director of Public Works/City Engineer - City of Long Beach (CA)
- Director of Public Works - City of Palo Alto (CA)
- Director of Municipal Utilities and Engineering - City of Redlands (CA)
- Assistant General Manager - Water Replenishment District of Southern California (CA)
- Assistant General Manager, Water - Imperial Irrigation District (CA)
- Water Utility Manager - City of Ventura (CA)
- Manager of Water Quality - Water Replenishment District of Southern California (CA)
- General Manager - Chino Basin Desalter Authority (CA)
- Assistant General Manager, Energy - Imperial Irrigation District (CA)
- Director of Operations - Moulton Niguel Water District (CA)
- Assistant General Manager - Coachella Valley Water District (CA)
- Assistant Town Engineer - Town of Windsor (CA)
- General Manager - Rancho California Water District (CA)
- Director of Operations - Elsinore Valley Municipal Water District (CA)
- Assistant General Manager - Rancho California Water District (CA)
- General Manager - Tuolumne Utilities District (CA)
- Senior Engineer, Sanitation - Coachella Valley Water District (CA)



GENERAL MANAGER

Hidden Valley Lake Community Services District

3 – REFERENCES

CLIENTS

Coachella Valley Water District

Name: Heidi Keeran
Title: Director of Human Resources
Address: Highway 111 @ Avenue 52; Coachella, CA 92236
Email: hkeeran@cvwd.org
Phone #: (760) 398-2651 x2371

San Francisco Public Utilities Commission

Name: Michael Carlin
Title: Deputy General Manager and Chief Operating Officer
Address: 1000 El Camino Real; Millbrae, CA 94030
Email: mcarlin@sflower.org
Phone #: (415) 554-3155

Orange County Sanitation District

Name: Jeffrey T. Reed
Title: Director of Human Resources
Address: 10844 Ellis Avenue; Fountain Valley, CA 92708
Email: jreed@ocsd.com
Phone #: (714) 593 - 7144

Municipal Water District of Orange County

Name: Cathleen Harris
Title: Administrative Services Manager
Address: 18700 Ward Street; Fountain Valley, CA 92708
Email: charris@mwdoc.com
Phone #: (714) 593-5007

Irvine Ranch Water District

Name: Jenny Roney
Title: Director of Human Resources
Address: 15600 Sand Canyon Avenue; Irvine, CA 92618
Email: roney@irwd.com
Phone #: (949) 453-5300

4 – RECRUITMENT METHODOLOGY & APPROACH

Alliance Resource Consulting believes that we are an extension of your organization. As such, we work within your expectations and guidelines. Our objective is to find the best qualified candidates. While notices in professional journals may be helpful, many of the best candidates must be sought out and their interest encouraged. Our general familiarity with the organization, knowledge of the field and our relationships with professional organizations make us well qualified to assist you.

Our clients have found that we are able to:

- Develop the appropriate specifications for a position.
- Encourage the interest of top-level people who would be reluctant to respond to advertisements.
- Preserve the confidentiality of inquiries, consistent with State public disclosure and open meeting laws.
- Save a considerable amount of time for client staff in developing and responding to candidates.
- Protect the confidentiality of the information discussed with or received from the client.
- Build consensus among those involved in the hiring process.
- Independently and objectively assess the qualifications and suitability of candidates for the particular position for which we are recruiting.
- Adhere to client's budget and schedule expectations.

If you desire to retain us for a full and thorough recruitment process, we will do the following for your recruitment:

4.1 Strategy Development

We will interview members of the Search Committee and other client contacts to obtain a detailed understanding of the position, key goals and challenges, and organizational culture. We will also discuss expectations regarding desirable training, experience and personal characteristics of candidates. In addition, should you request it, we will conduct/facilitate community outreach meetings and focus group discussions.

We also have experience creating and managing community surveys, should the organization want input from its constituents. We will also gather/review relevant information about the organization, such as budgets, organization and/or department goals, organization charts, etc.

Once our findings have been summarized, we will submit a Recruitment Profile with the desired qualifications and characteristics to you for approval. The Recruitment Profile that will be sent to potential candidates will include information about the organization, the job and the criteria established by you.

4.2 Active Recruitment

Once you have approved the Recruitment Profile, we will actively seek out individuals who meet your expectations. To achieve the best response, we will take a three-prong approach to attracting candidates:

1. **Direct Contact** – We will mail invitations and recruitment profiles to targeted individuals in comparable organizations at the appropriate level. These invitations will be followed up with direct phone calls to potential candidates to gauge interest.
2. **Internal “Job Alert”** – Over the past eleven years, we have developed an active database of over 20,000 candidates who are active in various public sector positions. We will send a new “job alert” to all our

4.6 Client Interviews & Interview Books

We will assist you in scheduling final candidates for interview with your organization, and will send the candidates packets of information which we obtain from you should you request it (e.g., information about the organization and the geographic area, budgets, etc.).

We will prepare final interview books for the selection panel. These books will include interviewing/selection tips, suggested interview questions, and rating forms for your use. Candidates will not be ranked, for we believe it will then be a matter of chemistry between you and the candidates.

We will also be on-site for the interview day(s). We will brief the interview panel at the start of the interviews and will facilitate the process throughout the day. After the last candidate interview, we will assist you in “debriefing” the interview panel members.

As part of our process in evaluating candidates, we make telephone reference checks. In conducting these references, it is our practice to speak directly with individuals who are, or have been, in a position to evaluate the candidate’s performance on the job. To gain a well-rounded impression of the candidates, we speak with current and prior supervisors, peers and subordinates. These references and our evaluations provide you with a frank, objective appraisal of the candidates. Once we finalize references on the top one or two candidates and conduct credit/criminal/civil litigation/motor vehicle record checks through an outside service, we will provide you with a detailed candidate evaluation report.

4.7 Special Assistance

Our efforts do not conclude with presentation of the final report. We are committed to you until a successful placement is made. Services that are routinely provided include:

- Arranging the schedule of interviews and the associated logistics for final candidates.
- Advising on starting salary, fringe benefits, relocation trends and employment packages.
- Acting as a liaison between client and candidate in discussing offers and counter offers.
- Conducting a final round of reference checking with current employers (if not previously done for reasons of confidentiality).
- Notifying those candidates who were not recommended for interview of the decision. Following up with the client and the selected candidate once he/she has joined the organization to ensure a smooth transition.

5 – OUR CLIENT’S ROLE

The client has a very important role in the recruitment process. While we may identify and recommend qualified candidates, it is the client who must make the decision about which candidate to hire.

In order to insure that the best candidates are available from which to choose, our clients should be willing to do the following:

- Clearly inform us about matters relevant to the search that you wish to keep confidential (e.g., salary, personnel issues, and other privileged information).
- Supply us with the names of people you have previously interviewed/ considered for this position.
- Forward us copies of the resumes you receive, to avoid duplication of effort.
- Provide feedback to Alliance Resource Consulting regarding the information and recommendations provided by us.
- Promptly decide upon and follow up in scheduling interviews with the most promising candidates.

7 – ALLIANCE ADVANTAGES

7.1 Technology

Alliance Resource Consulting is the only firm to utilize a custom-built “online” client/candidate management system. This custom system allows candidates to input their resumes and cover letters on our website. (For candidates who wish to email or mail us a hard copy of their resume, we will input the information for them.) One of the benefits of our system is that it enables our client contact to check the latest applicant list in real-time.

One of our strengths is our use of social media to best market the recruitment. We have active accounts on LinkedIn, Twitter and Facebook. The use of social media allows us to contact our network and “followers” to alert them to our recruitment announcements, informational updates and reminders. It allows us to stay one step ahead of our competitors.

Alliance Resource Consulting is always searching for new ways technology can help us save our client’s money. One way we do this is by using Skype to interview out of town candidates. Our innovative ways have set us apart from our more traditional competitors.

7.2 Stakeholder Outreach

Our firm has used several methods, including stakeholder meetings, community forums and surveys, for stakeholder outreach in a number of previous recruitments. For example, for the previous City of San José City Manager recruitment, our consultants facilitated 13 community outreach meetings where citizens were invited to attend and express their opinions about what they were looking for in city manager candidates. For the City of Alexandria’s City Manager recruitment, we also met with special interest groups such as business leaders, Chamber of Commerce members and historic preservation groups.

During the recruitment of the City Administrator for the City of Huntington Beach (CA), the consultants met with each councilperson, each department head, conducted an open citizen forum and a forum for a group of stakeholders comprised of two citizens recommended by each councilperson. For the City Manager recruitment conducted for the City of Moreno Valley (CA), the consultants conducted a community panel as well. Our previous experience in stakeholder outreach makes our firm very qualified to conduct the meetings with the Mayor’s Office and City Council Members as well as facilitate multiple stakeholder outreach forums throughout the City that your request for proposal outlined.

Lastly, our firm has significant experience in creating community surveys should you wish to provide this option to your community. We have utilized surveys for many of our recruitments and can prepared them in different languages, if required. The surveys can be accessed on-line, or at our office and our client’s office.

7.3 Diversity Outreach

Striving for diversity in our recruitments is a hallmark of our firm. We use a variety of sources for outreach to various minority communities to ensure the desired diversity of our candidate pool. In addition to our personal contacts in various minority communities, we advertise our positions in publications that target minorities in government and further publicize the position through minority organizations such as Blacks in Government and the International Hispanic Network. To ensure a diverse pool, we also create a recruiting list of qualified candidates from communities that have a comparable level of diversity as our client’s community.

We have created lists for comparable diversity during recruitments for the City Manager for the City of Compton (CA), the City of Tigard (OR), the Assistant City Manager/Chief Operating Officer for the City of Ventura (CA), and the Assistant City Manager for the City of Irvine, CA. The final pool for the City of Irvine included three women



GENERAL MANAGER

Hidden Valley Lake Community Services District

9 – RECRUITMENT COSTS

The three major client meetings will be: one to develop the Recruitment Profile, one to present our Progress Report, and one to attend the first round of candidate interviews. We propose a professional fee of \$21,000 for the work outlined above. In addition, we are reimbursed for expenses such as for advertising, travel, interviewing, sourcing, support services, background checks and other related items, as well as allocated costs such as telephone, postage and photocopying. These expenses will not exceed \$7,500. Please note that this amount does not include reimbursement of candidates who travel to be interviewed by you. Unless you notify us to the contrary, we will assume that you will handle these reimbursements directly.

Our professional service fee will be split among four equal invoices and expenses will be billed as they are incurred. All invoices are due and payable upon receipt. We do NOT base our fees on a percentage of the position's salary.

Our billing schedule on a retained professional fee (and based not on an hourly rate) is as follows:

1st Billing	Due after Start Meeting	First Phase	\$5,250
2nd Billing	Due upon our submittal of a draft recruitment profile	Second Phase	\$5,250
3rd Billing	Due after we meet and submit our Progress Report to you	Third Phase	\$5,250
4th Billing	Due after the client conducts interviews with finalists	Fourth Phase	\$5,250

Please note that this is a standard billing schedule and can be modified as requested.

You may discontinue this assignment at any time by written notification. In the unlikely event that this occurs, you will be billed for all expenses incurred to the date of the cancellation, and for professional fees based upon the time elapsed from the commencement of the assignment to the date of cancellation. If a cancellation occurs within the first 30 days of the assignment, following either verbal or written authorization to proceed, one-third of the professional fee will be due. If a cancellation occurs thereafter, the fee beyond the first one-third will be prorated based upon the number of calendar days which have elapsed. If a cancellation occurs after 90 days, all professional fees will be due in full.

Guarantee

We are committed to working with you until a placement is made. However, if the selected candidate (recommended by us for hire, and excluding internal candidates) should be terminated within one year from the date of hire, we will re-do the search for no additional professional fee. Naturally, we would expect to be reimbursed for any expenses that might be incurred.



GENERAL MANAGER

Hidden Valley Lake Community Services District

Additional areas of expertise include: facilitating community forums and outreach meetings, conducting multi-lingual citizen surveys and compensation and benefits negotiations.

Ms. Uyeda graduated from the University of Southern California, with both a Bachelor of Arts degree in Communication Arts and Sciences and a Master of Public Administration degree. She is a member of the Society for Human Resources Management.

11 – ALLIANCE SUMMARY

Thank you for reviewing our proposal. Should you decide to retain Alliance Resource Consulting for your executive search needs, we will do the following:

- Partner with you and act as an extension of your organization.
- Define a recruitment strategy and timeline, develop a recruitment profile and attract/research prospective candidates.
- Conduct a multi-layered candidate screening analysis on the applicants.
- Communicate frequently and on-time with both the client and candidates.
- Allow client contacts to access the recruitment database in real time from remote sites.
- Interview and screen leading finalists.
- Facilitate the client interview process.
- Complete the candidate selection and closure of recruitment.

Our firm's motto is "the Power of Partnership" and we are committed to adding value to your organization's goals and mission. We bring an ethical, transparent and well-documented recruitment process to all our clients.

12 – CONTACT INFORMATION

Cindy Krebs
 Office: (562) 901-0769 x336
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 Cell Phone: (949) 212-2461
 E-mail: ckrebs@alliancerc.com
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Sherrill Uyeda
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ALLIANCE RESOURCE CONSULTING LLC
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 Long Beach, CA 90802



GENERAL MANAGER

Hidden Valley Lake Community Services District

APPENDIX-A

Utilities Searches for General Purpose Local Governments Clients of Alliance Resource Consulting

Water and Wastewater

Charlottesville, VA, City of
 Coachella Valley Water District, CA
 Coachella Valley Water District, CA
 Contra Costa Water District, CA
 Contra Costa Water District, CA
 Contra Costa Water District, CA
 Kearns & West, CA
 Marina Coast Water District, CA
 Newport Beach, CA, City of
 Orange County Sanitation District, CA
 Orange County Sanitation District, CA
 Rancho California Water District, CA
 Rancho California Water District, CA
 San Diego County Water Authority, CA
 San Diego County Water Authority, CA
 Santa Maria, CA, City of
 Tuolumne Utilities District, CA
 Tustin, CA, City of
 Yorba Linda Water District, CA
 Yorba Linda Water District, CA
 Yorba Linda Water District, CA
 Yorba Linda Water District, CA

Public Utilities Manager
 State Water Contractor Engineer
 Senior Engineer, Sanitation
 General Manager
 Human Resources/Risk Manager
 Water Quality Manager
 Senior Mediator/Facilitator
 General Manager
 Utilities Services Manager
 IT Systems and Operations Manager
 Director of Engineering
 General Manager
 Assistant General Manager
 Chief Financial Officer
 General Counsel
 Water Services Manager
 General Manager
 Water Services Manager
 Information Technology Director
 Human Resources Director
 Finance Director
 General Manager

Solid Waste

Sacramento, CA, City of
 Tehama County/Red Bluff Landfill
 Management Agency

Solid Waste Division Manager

 Director



Submittal Date: August 27, 2015

Recruitment Proposal for General Manager

**Hidden Valley Lake Community Services
District**

Koff & Associates

Georg S. Krammer
Chief Executive Officer

2835 Seventh Street
Berkeley, CA 94710
www.KoffAssociates.com

gkrammer@koffassociates.com

Tel: 510.658.5633

Fax: 510.652.5633



As Chief Executive Officer of the firm, I would be Project Director for the recruitment effort. You can reach me at (510) 658-5633 and my email address is gkrammer@koffassociates.com.

Please call or email if I can provide any additional information. We look forward to the opportunity to provide professional services to the District.

Sincerely,

Georg S. Krammer
Chief Executive Officer



General Manager Recruitment Proposal

Hidden Valley Community Services District

QUALIFICATIONS AND EXPERIENCE

Koff & Associates is a woman-owned, State-registered small business and a full-spectrum human resources consulting services firm that was founded in 1984 by Gail Koff, and has been assisting public-sector agencies, non-profit and for-profit organizations for thirty-one (31) years.

The firm's areas of focus are executive search and staff recruitments; compensation and classification studies; strategic management tools for organizational performance; individual employee performance management and incentive compensation programs; policy/procedure and employee handbooks development; HR audits; and serving as off-site Human Resources Director for smaller public agencies that need the expertise of a Human Resources Director but do not need a full-time, on-site professional.

We have extensive experience working in both union and non-union environments (including serving as the management representative in meet & confer meetings), with Boards of Directors, Merit Boards, County Boards, Civil Service Commissions, and City Councils.

Without exception, all of our recruitments have successfully met all of our intended commitments; communications were successful with client agencies and job candidates; and we were able to assist each agency in successfully placing highly qualified candidates. All recruitments were brought to completion within stipulated time limits and proposed fees.

Our long list of clients is indicative of the firm's reputation throughout California as being a quality organization that can be relied upon for providing comprehensive, sound, and cost-effective services and solutions. Koff & Associates has a reputation for being "hands-on" with an ability and expertise to implement its ideas and recommendations through completion.

Koff & Associates relies on our stellar reputation and on the recommendations and referrals of current clients to attract new clients. Our work speaks for itself and our primary goal is to provide professional and technical recruiting assistance with integrity, honesty, and a commitment to excellence.

More specifically to this project, our firm has over 30 years of executive search experience. In fact, our specialty is assisting small local government agencies and special districts with their top-level management recruitments.

Some recent examples of recruitment efforts conducted by Koff & Associates are:

General Manager, Water District	General Manager, Wastewater District
Executive Director	Deputy General Manager
VP of Operations	Operations & Watershed Manager
Chief Finance and Administration Officer	Director of Engineering
Chief Financial Officer	Director of Administrative Services



General Manager Recruitment Proposal

Hidden Valley Community Services District

As compensation experts, we can conduct a compensation market survey to ensure market competitiveness, as a separate effort.

3. Develop and Implement Recruitment and Advertisement Strategy

Following the development of the candidate profile, a professionally produced recruitment brochure will be prepared and presented to the District for review prior to printing. The brochure will highlight the strengths and challenges of the District, its organizational structure and services, its mission and goals, pertinent facts regarding the position, and necessary and desirable candidate qualifications.

We will use our own resources and coordinate with the staff to identify relevant industry sources where prospective candidates are likely to be found.

Advertisements will be prepared and placed for publication in appropriate newsletters, job bulletins, websites, professional networking sites, professional magazines, industry trade journals, professional organizations, public sector newsletters, etc. We will also place ads on LinkedIn.com, which has become one of the premier recruiting tools, especially for executive-level positions.

We will also send brochures and announcements to other water and sanitation districts, special districts, cities, counties, and other public agencies, locally and statewide. In addition, we have developed various industry-specific mailing lists for direct marketing to individuals who hold desired qualifications.

4. Prospect Identification

Additional search strategies will be developed in conjunction with the approaches above and the initial organizational assessment. For this high-level recruitment, we feel that it would be critical to develop a high level of local, regional, and even statewide visibility with a comprehensive outreach program supplemented by a focused search and sourcing approach.

Having worked in the public sector for over 30 years, we have established excellent relationships with many agencies and their management teams. Utilizing this effective network, we discreetly solicit recommendations and contact individuals meeting our criteria who may not be actively seeking other employment. Time and again, this has proved to be a valuable candidate source that is used concurrently with more traditional recruitment strategies as described above. We will develop a list of targeted candidates based on our contacts, referrals, and recommendations from key sources that will also include Board members, who, most likely, have extensive contacts and networks in the industry. The individuals on the contact list will be directly contacted and encouraged to apply for the positions.

K&A will work with the the Board of Directors and other stakeholders to make the final decision regarding which recruitment strategy to employ. The goal is to recruit candidates from diverse backgrounds utilizing local, regional, statewide, and national resources as well as the LinkedIn professional website, as appropriate.

Having conducted countless executive search efforts has made K&A an expert in identifying, targeting, recruiting, and successfully placing women and minority candidates in many of our recruitments. Being a



General Manager Recruitment Proposal

Hidden Valley Community Services District

8. Prospect Evaluation: Conduct Initial Screening/Preliminary Interviews

Top candidates will initially be screened by means of a telephone screening interview to further assess their experience and qualifications, and to clarify any issues raised by the submitted documents; reasons for position interest will be identified; the level of commitment to the position and the organization will be determined; and other issues, including salary requirements, will be discussed.

In addition, top candidates will be personally interviewed to further narrow the pool to only the most highly qualified candidates and to further establish best organizational fit of each potential finalist. This screening process is specifically designed to assess the personal and professional attributes the District is seeking and will focus on each candidate's management ability, technical competency, fit with the District's values, culture, and needs, the candidate's behavioral styles and situational experience, and other relevant characteristics.

9. Recommend Slate of Candidates

K&A will submit for the District's review, clear written recommendations and analysis of the most qualified five (5) or six (6) applicants as finalists. Our recommendations will include all relevant data submitted by the applicants, such as application forms, cover letters, résumés, and any additional information the applicants have submitted. In addition, we provide our detailed assessment for each of the various steps of the assessment process, as outlined above.

10. Applicant Interviews: Coordinate and Participate in Oral Board Interview Process

Working with the Board of Directors and other stakeholders, we will develop a set of key questions that will help analyze the candidates' qualifications and management/work style. We will complete all of the necessary communications with the members of the interview panel and candidates so that all parties are well-prepared for the interviews.

Our firm will provide oversight during the interview process and facilitate a focused panel discussion at the conclusion of the interviews to identify the most qualified candidates for final consideration. Our facilitation skills usually prove useful in the assessment of candidates at the end of the interview process.

11. Background and Professional Reference Checks

We will conduct extensive professional reference and background checks for each prospect. This review includes employment and professional references, a public records search, Internet, media and newspaper searches, confirmation of educational degrees, driving record check, criminal record search and military service check (if applicable), and a financial history check. We, as well as our background contract firm, meet or exceed all of California's extensive reporting requirements.

If the District prefers, background and professional reference checks can be completed before candidates are presented for the oral interview process with a panel (Project Task #10 above).



General Manager Recruitment Proposal

Hidden Valley Community Services District

Our main contact person and channel of communication with the District will be the Administrative Services Officer.

In addition, we will conduct orientation and briefing sessions with other stakeholders during which we will discuss how important confidentiality is when it comes to each recruitment and that documentation should only be shared with the recruiting consultant and Manager of HR, not third parties.

We understand that confidentiality is one of the utmost important values when it comes to all things HR-related. We also understand the potential sensitivity of job applicants' information, especially when they are currently still employed and don't want their employer to learn about their job search activities, or cases where job candidates potentially know each other.

Of course, we will never share job candidate information or application documents with any third parties. We will only contact job candidates' current employers with their express permission (although we typically require such during the final background and reference checking, at the latest when a conditional job offer has been made). When it comes to the interviewing process, we are also sensitive to the fact that some candidates may know each other and we try to schedule interviews in neutral locations that have front and back entrances, so that one candidate can be ushered out the back entrance while the next candidate is waiting their turn to be interviewed.

TIMELINE

Shown below is a sample schedule for conducting executive recruitment efforts. Our experience has been that executive search efforts of this scope take at least three (3) months to complete, allowing enough time for all phases of the process.

Key Target Points:

Initial Meeting(s):	Within 1 week of contract award
Needs Assessment:	1 week from initial meeting
Position Specification and Action Plan:	1 week from initial meeting
Develop Recruitment Strategy:	2 weeks from initial meeting
Prospect Identification:	1-5 weeks from initial meeting
Contact Potential Candidates:	1-5 weeks from initial meeting
Assess Candidates:	6 weeks from initial meeting
Presentation of Prospects:	6 weeks from initial meeting
Initial Screening/Preliminary Interviews:	7 weeks from initial meeting
Recommend Slate of Candidates:	7 weeks from initial meeting
Oral Board Interviews:	8-9 weeks from initial meeting
Background & Reference Checks:	10 weeks from initial meeting
Coordinate Second Interviews:	11 weeks from initial meeting
Negotiate Terms of Employment:	12 weeks from initial meeting
Offer of Employment:	12 weeks from initial meeting



General Manager Recruitment Proposal

Hidden Valley Community Services District

and compensation design; market salary studies; performance management; and employee relations, in the public sector, large corporations and small, minority-owned businesses.

After obtaining a Master of Arts in English and Russian and teaching credentials at the University of Vienna, Austria, Georg came to the United States to further his education and experience and attained his Master of Business Administration from the University of San Francisco. After starting his HR career in Wells Fargo's college recruiting department, he moved on to HR management positions in the banking and high-tech consulting industries. With his experience as a well-rounded senior HR generalist, his education in business and teaching, and his vast experience with public sector HR programs and functions, Georg's contribution to K&A's variety of projects greatly complements our consulting team. Georg joined K&A in 2000 and has been the firm's Chief Executive Officer since 2005.

Georg has fifteen (15) years of recruiting experience in the public sector, including agencies such as Central Contra Costa Sanitary District, Central Marin Sanitation Agency, Bay Area Clean Water Agencies, Yorba Linda Water District, South Coast Water District, Ojai Valley Sanitary Agency, Joshua Basin Water District, United Water Conservation District, Mid-Peninsula Water District, Truckee Sanitary District, Ross Valley Sanitary District, Tiburon Sanitary District, Dublin San Ramon Services District, Shasta Regional Transportation Agency, Nipomo Community Services District, Santa Clara Valley Transportation Authority, Superior Court of Orange County, County of Solano, Delta Diablo, and the Cities of San José, Hayward, Delano, Pinole, Richmond, Tracy, and the Town of Atherton, etc.

Georg will be key personnel and serve as the Project Director for this project; he will coordinate all of K&A's efforts, will attend all meetings with the District, and will be responsible for all work products and deliverables.

Barbara Davis, M.B.A.
Senior Associate

Barbara's diverse experience includes over 20 years of experience in all aspects of Human Resources, with 10 years focused on full-cycle recruiting. She spent the first 9 years in the private sector, with 2 years as a Financial Analyst working on budgets and cost/benefit and manpower analyses and 7 years in an HR management role where she gained experience in compensation, benefits and HRIS. She then developed an independent consulting practice in which she focused primarily on benefits and recruitment, working with a diverse range of clients.

Just before joining K&A, Barbara worked for 8 years in Human Resources at two school districts where she managed all HR areas including recruitment, benefits, labor relations, employment law compliance, and employee relations.

Barbara earned her MBA in Finance at San Francisco State University and two Bachelor of Arts degrees from University of California, Riverside.

She joined K&A to consult primarily in the area of recruitment and has already had a significant impact on recruitment efforts for City of Oxnard, First Five Alameda, Alameda County Water District, and the Alameda County Transportation Commission. She will work closely with Georg on this recruitment effort.



General Manager Recruitment Proposal

Hidden Valley Community Services District

CLIENT REFERENCES

All recruitment efforts below were completed on time and within the proposed budget and were completed by our own professional staff without subcontractors or joint ventures.

RECRUITMENT	CLIENT CONTACT
Yorba Linda Water District <ul style="list-style-type: none"> General Manager 	Mr. Robert Kiley Board of Directors 1717 East Miraloma Avenue Placentia, CA 92870 (714) 701-3000 rkiley@ylwd.com
South Coast Water District <ul style="list-style-type: none"> General Manager 	Ms. Candi Judd Human Resources Manager 31592 West Street Laguna Beach, CA 92561 (949) 342-1155 cjudd@scwd.org
Bay Area Clean Water Agencies <ul style="list-style-type: none"> Executive Director 	Mr. Mike Connor Board Director 2651 Grant Avenue San Lorenzo, CA 94580 (510) 278-5910 mconnor@ebda.org
Central Contra Costa Sanitary District <ul style="list-style-type: none"> General Manager Director of Administrative Services Director of Engineering Plant Operations Division Manager Finance Manager Capital Projects Division Manager Environmental Services Division Manager Plant Maintenance Division Manager Collection Systems Division Manager 	Ms. Teji O'Malley Human Resources Manager 5019 Imhoff Place Martinez, CA 94553 (925) 228-9500 tomalley@centralsan.org
United Water Conservation District <ul style="list-style-type: none"> Deputy General Manager Chief Financial Officer 	Mr. Ken Breitag Executive Coordinator 106 North 8 th Street Santa Paula, CA 93060 (805) 525-4431 kenb@unitedwater.org



General Manager Recruitment Proposal

Hidden Valley Community Services District

K&A PROMISE & SIGNATURE PAGE

K&A is committed to finding only the most qualified candidates for recruitments who not only meet all the necessary requirements and qualifications but are also a cultural fit for the organization, its Board, and its staff. We strive to work until the ideal candidate is placed.

We therefore promise to present a slate of candidates to the Hidden Valley Community Services District for the General Manager position that includes only those individuals who have passed through all of our screening processes and have been identified as potential ideal matches for the position requirements. Should the key decision makers disapprove of all final candidates and/or should none of the final candidates pass the final interview and reference check process, we will work to find a new slate of candidates.

In addition, we promise to find a replacement should an incumbent leave the position or be terminated from employment within twelve (12) months of hire due to a decision by the Board.

In either case, as described above, we will identify a replacement and only charge through related expenses as described above in the Method of Payment section.

This proposal is valid for ninety (90) days.

Respectfully submitted,

Proposer: **KOFF & ASSOCIATES**
State of California

Signed by:

August 27, 2015

Georg S. Krammer
Chief Executive Officer

Date



Koff & Associates
Solving the Human Resources Puzzle for 30 Years

Georg S. Krammer

KEY ACHIEVEMENTS AND HIGHLIGHTS

- **Chief Executive Officer:** At HR consulting firm, Koff & Associates, moved from junior role to Senior Project Manager position and, subsequently, became CEO and one of two principals of the firm; worked with over 200 clients on projects with a 100% success and implementation rate. Led company in all recruitment efforts for clients' open executive and staff positions (ongoing).
 - **Human Resources Director/Recruiter:** At IT and e-commerce consultancy, Primitive Logic, was part of building the team from 20 employees to 50; implemented entirely new HR infrastructure.
 - **Administrative Officer:** As a member of Senior Management team of Mission National Bank, turned Bank around from years of losses to profits within six months, as well as substantially improved rating with regulatory authorities. Established smoothly running HR department.
-

PROFESSIONAL EXPERIENCE

Koff & Associates, Berkeley, CA

Associate and Senior Project Manager, 2000-2005

Chief Executive Officer, 2005-Present

- Serve as project director in conducting hundreds of classification, compensation, and organizational studies; provide strategic planning services for agencies; provide offsite human resource function.
- Recruit executive level positions for special districts, courts, counties, cities and other statewide and local agencies.
- Develop complex, detailed proposals for cities, counties, courts, and special districts, such as water, housing, school, healthcare, air quality, vector control, transportation, and wastewater agencies to provide professional Human Resources consulting services.
- Represent Koff & Associates with clients, write and approve final project reports and lead presentations in front of City Councils, Boards of Commissioners, Boards of Supervisors, and Boards of Directors.
- Manage and develop staff of project managers, data specialists, firm associates, marketing and administrative analysts in Berkeley office and work closely with Senior Project Manager in San Diego office.
- Grew company from serving approximately 100 clients to 250 clients and grew staff from 4 to 14 in period of ten years.
- Contributed to and maintained 100% successful implementation rate of studies performed for clients.

Primitive Logic, Inc., San Francisco, CA

Human Resources Director, 1998-2000

- Supported 50 employees, focusing on organizational development, program implementation, and coaching, resulting in an efficient and healthy organization.
- Pulled all HR functions under one umbrella, thereby allowing executive management to focus on company operations.
- Managed entire recruiting process and coordination resulting in the company's growth of over 100% within one year.

Barbara M. Davis

PROFESSIONAL EXPERIENCE

Koff & Associates, Berkeley, CA

Senior Associate, August 2015 - Present

- Performs full-cycle recruitment and placement for technical, financial, senior management, compliance management candidates.
- Provide analytical support on classification and compensation studies for public sector clients, including cities, counties, and special districts.

Lafayette School District, Lafayette, CA

HR Manager, 2011 - 2015

- **Talent Acquisition:** Performed full-cycle recruiting for all open positions ranging from custodian to school principal.
- **Benefits:** Administered leaves of absence and workers' compensation program. Led effort to reduce healthcare costs. Selected new program and achieved a significant decrease in the total cost.
- **Compliance:** Ensured compliance with employment law, education code, board policies and collective bargaining agreements.
- **Labor Relations:** Served on negotiating team. Communicated changes and requirements to union representatives.

Moraga School District, Moraga, CA

Personnel Representative, 2007 – 2011

- **Talent Acquisition:** Performed full-cycle recruiting for all open positions ranging from custodian to payroll to school principal.
- **HRIS:** Kept all electronic and paper personnel records. Ensured timely filing of required government reports.

Various Clients, East Bay, CA

Independent Consultant, 1993 – 2006

- **Recruitment:** Providing contract recruitment for a major law firm and start-up internet company. Sourced and qualified candidates for a number of Silicon Valley firms.
- **Benefits:** Performed plan analyses for a major law firm. Managed benefits programs and led RIF counseling meetings for an alternative energy supply company.
- **Facilitation:** Led employee opinion meetings for two schools that were merging.

Ricki R. Akiwenzie

SUMMARY

Human Resources Professional with twelve years of extensive experience in all functional areas of HR including recruitment, benefits, employee relations, compensation, HRIS/Applicant Tracking systems and strategic change management.

KEY ACHIEVEMENTS & HIGHLIGHTS

- **Associate at Koff & Associates:** Led close to twenty hard-to-fill technical, financial, strategic planning, compliance management, etc., recruitments in 2014-2015 in cities, special districts (water and wastewater districts, etc.), housing, transportation and public health agencies.
- **Sr. HR Advisor at Tetra Tech DPK:** Opened new office for international consulting firm in Monrovia, Liberia; conducted all recruiting, staffing and training of Liberian nationals creating a successful startup in overseas office.
- **HR Associate at LFR:** Served in key role as advisor during sensitive corporate acquisition and merger process.

PROFESSIONAL EXPERIENCE

Koff & Associates, Berkeley, CA

Associate, 2014-Present

- Serve as lead recruiter in executive and staff recruitments for public sector clients across variety of jurisdictions and authorities.
- Provide full cycle recruitment efforts for public sector clients.
- Provide analytical support on classification and compensation studies for public sector clients, including cities, counties, and special districts.
- Develop performance management systems and strategic management tools; develop policy/procedure and employee handbooks; provide consultation and custom services in strategic planning for the management of human resources.

Tetra Tech DPK, San Francisco, CA

Senior Human Resources Advisor, 2010-2012

- Advised program staff on personnel contract management issues for international new hires and home office staff.
- Analyzed compensation history for new hires and aligned with internal compensation policies.
- Supported recruitment and on-boarding of new employees.
- Ensured document integrity and compliance with grant requirements.



Hidden Valley Lake Community Services District

19400 Hartmann Road
Hidden Valley Lake, CA 95467
707.987.9201
707.987.3237 fax
www.hiddenvalleylakecsd.com

Request for Proposals – General Manager Recruitment

Proposals must be received no later than 4:00 p.m. on August 27, 2015

General Information

The Hidden Valley Lake Community Services District (District) is a public corporation formed in 1984 under the provisions of the Community Services District Law of California. The District provides water and sewer services to approximately 6,000 customers within the Hidden Valley Lake community and reclaimed water to the 18-hole Hidden Valley Lake golf course. The activities of the District are governed by a five (5) member Board of Directors, each of whom is elected to office for a four-year term. Day-to-day management of the District is delegated to a General Manager, who is appointed by and reports to the Board of Directors. Additional information about the District at: www.hiddenvalleylakecsd.com.

The Hidden Valley Lake Community Services District (District) is seeking consulting services to assist with the recruitment, evaluation and selection of a new General Manager. A team of District Board members and staff (District team) will work with the consultant to develop criteria for the evaluation and selection of finalists. The District team will interview finalists, select the preferred candidate, and negotiate terms of employment.

Scope of Requested Services

The consultant selected for this project will be responsible for the following:

- 1) Working with the District team to identify characteristics and attributes of the successful candidate, and selection criteria
- 2) Development of a custom brochure describing the General Manager position, District, and Hidden Valley Lake community
- 3) Providing initial screening of all candidates' applications and developing a list of semifinalists in conjunction with the District team
- 4) Conducting telephone, video-conferencing or in-person interviews of all semifinalists
- 5) Assisting District team with the selection of finalists
- 6) Scheduling and coordination of on-site interviews with finalists

- e) Provide a schedule of hourly rates for all personnel assigned to the project
- 3) Project Team
- a) Identify key personnel assigned to the project and describe their respective roles(s) and responsibilities
 - b) Provide resumes for all key personnel assigned to the project

Special Terms and Conditions

All materials submitted in response to this RFP shall be considered the property of the District. Respondents will not be compensated for any expenses incurred in the process for responding to the RFP or, if requested, in submitting further information or appearing for an interview. The District reserves the right to reject any or all proposals, to waive informalities and minor irregularities in the proposals received, to discuss proposal details with respondents, and to accept other than the lowest bid proposal.

Selection Procedure

A selection committee will evaluate each proposal and forward recommendations to the HVLCSD Board of Directors, who will in turn execute a contract with the Consultant to perform the requested services. The selection committee may choose to interview applicants as a part of the selection process.

The District anticipates the Consultant contract will be awarded on or before September 15, 2015. The contract will be awarded to the proposer whose offer conforms to the solicitation and which will be, in the opinion of the District, the most advantageous to the District.

Proposal Submittal

Proposers have the option of submitting their proposal electronically, as a PDF file, or in hard copy form (a minimum of 3 copies). The electronic PDF file format is preferred. In either event, proposals must be received by the District on or before 4 pm

on Thursday, August 27, 2015. Proposals and all inquiries relating to this RFP should be addressed to:

Ms. Tami Ipsen, Administrative Services Officer
Hidden Valley Lake Community Services District
19400 Hartmann Road
Hidden Valley Lake, CA 95467
707-987-9201
tipsen@hiddenvalleylakecsd.com

**ACTION OF
HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT**

DATE: September 15, 2015

AGENDA ITEM: Discussion and Possible Action: Verizon lease agreement

RECOMMENDATIONS: I'd like the Board to review the option and land lease agreement offered by Verizon, look at my list of additions to the it, make any suggestions the Board has and then authorize me (the Interim GM) to formally request the changes be made to their agreement and once Verizon makes all the changes, that we send the agreement off for legal review by our lawyer. The lawyer's review fee would be covered by the \$1,250 option payment, assuming Verizon accepts the final agreement. Thus it's important that the legal review fee doesn't exceed \$1,250.

FINANCIAL IMPACT: You can see by the lease agreement that the District water department will initially receive \$1,250 for the option to lease an area above our tank at Little Peak. If Verizon exercises their option the District would then be paid \$15,000 the first year. The lease payment would increase by 2% annually. Please review the agreement and the list of additional agreement changes I've requested of Verizon. All of my requested changes where verbally accepted at the time I made them to the Verizon rep.

BACKGROUND: It appears that on 1/24/15 the District was approached by a representative of Verizon with a letter of intent. Last month I walked the tank site and then contacted Verizon to continue the lease agreement discussions.

APPROVED
AS RECOMMENDED

OTHER
(SEE BELOW)

Modification to recommendation and/or other actions:

I, Tami Ipsen, Secretary to the Board, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular board meeting thereof held on September 15, 2015 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Secretary to the Board



Hidden Valley Lake Community Services District

19400 Hartmann Road
Hidden Valley Lake, CA 95467
707.987.9201
707.987.3237 fax
www.hiddenvalleylakecsd.com

Sept 4, 2015

Subject: Verizon option and land lease agreement changes I recommend

I've reviewed the agreement proposed by the new Verizon representative Andrew Lesa. Below is my list of changes/additions. Any additional requests should be made now, so they all can be submitted together to Verizon's legal department for their review.

- Properly identifying us as "Hidden Valley Lake CSD" in the agreement, rather than "Stonehouse Mutual Water Company".
- Verizon's lease payments to the District shall be made annually rather than monthly. This would give the District access to the whole years lease payment from day one of the lease period. Their current agreement has it as monthly payments.
- "Revenue Sharing" added to the lease. This would allow the District to negotiate independently from Verizon, if in the future another cell provider would like to add their equipment to Verizon's tower, on our property.
- Electrical power available for us at the site. Currently we don't have any power to the Little Peak tank site. I'm requiring Verizon, at their own cost, to upsize the power with PG&E, so we can get our own meter in the future.
- Brush clearance distance for fire purposes. They will have to clearly identify in the agreement the distance they'll pay to have the brush cleared from now on. I'm expecting it to be 100' in all directions around their equipment.
- Allowing Verizon 60 days to sign the agreement once the District signs it. I didn't want this to be a completely open ended agreement on Verizon's side.

Andrew has also agreed to give us a list of all the other Verizon agreements they have or they are negotiating in Lake County so we can see how our agreement compares.

Whatever agreement Verizon's lawyers offer us, we'll need to have it reviewed by our own legal representative.



January 24, 2015

Hidden Valley Lake Community Services District
c/o Roland Sanford
19400 Hartmann Road
Hidden Valley Lake, CA 95467

Letter of Intent

Date: 1-24-2015

RE: Lease Proposal for Verizon Wireless and Hidden Valley Lake Community Services District

Address: 15605 Little Peak Rd., Hidden Valley Lake, CA 95467 (APN 142-401-07-00) and **15447 Spruce Grove Rd., Lower Lake, CA 95457 (APN 013-060-05-00)**.

Dear Hidden Valley Lake Community Services District c/o Roland Sanford:

I am pleased to present this proposal on behalf of Verizon Wireless, for the purpose of installing and maintaining a telecommunications facility. Verizon Wireless would be willing to proceed as follows:

1. **Tenant:** Sacramento Valley Limited Partnership
d/b/a Verizon Wireless
2. **Location:** **15447 Spruce Grove Rd., Lower Lake, CA 95457 (APN 013-060-05-00 Lake County)** at a location mutually agreed upon by Tenant and Landlord. The lease area will include all necessary area for all equipment and cabinets, and the area needed for the antenna support structure (50' x 50').
3. **Lease Term:** Five (5) Year Initial Term with Four (4) five (5) year renewal terms (25 years total)
4. **Rent Schedule:** Lessee shall pay rent to the Lessor in the full amount of \$15,000 per year, payable on a monthly basis beginning on the rent commencement date in the amount of \$1,250 per month. The monthly rent will increase by two percent (2%) annually over the term of the lease and its renewals.
5. **Commencement:** The first (1st) day of the month following the date that Tenant commences construction.
6. **Use of Premises:** For the purpose of constructing, operating, and maintaining a telecommunication facility.



7. **Tenant Improvements:** Lessee agrees to provide, at its sole expense, all structures and other tenant improvements as may be necessary for the operation and maintenance of its telecommunication facility.
8. **Conditions Precedent:**
- A. A mutually agreeable lease document.
 - B. Lessors's approval of tenant's improvement plans.
 - C. A Non-Disturbance Agreement, if applicable.
 - D. A recorded Memorandum of Lease.
 - E. Owner executed Letter of Authorization for permit applications, if applicable.
 - F. Owner executed Entry and Testing Agreement for site access.

Lessor and Lessee acknowledge that this proposal is not a lease and that it is intended as a basis for preparation of a lease. No agreements are created by this document and only a fully executed definitive lease document shall constitute a lease for the premises. The final definitive lease document shall incorporate the provisions contained in this proposal and shall contain any other provisions upon which Landlord and Tenant agree.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Gary G. Mapa".

Gary G. Mapa, consultant to Verizon Wireless
Leasing/Planning Manager
(530) 320-9097
gmapa@reatta.com

Cc: Verizon Wireless

AGREED:

By: _____

Property Owner or Authorized Representative: Hidden Valley Lake Community Services District
c/o Roland Sanford

Date: 1/29/15

OPTION AND LAND LEASE AGREEMENT

This Agreement made as of the date of latter signature date below, between STONEHOUSE MUTUAL WATER COMPANY, A CALIFORNIA NON-PROFIT CORPORATION AS TO SAID LOT 7; AND STONEHOUSE MUTUAL WATER COMPANY, A CALIFORNIA CORPORATION AS TO THE W-1/2 OF THE SE-1/4 OF THE NW-1/4 OF THE SE-1/4 OF SECTION 6, TOWNSHIP 11 NORTH, RANGE 6 WEST, M.D.M. with its principal offices located at 19400 Hartmann Rd, Hidden Valley Lake, CA 95467, hereinafter designated LESSOR and Cellco Partnership d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

LESSOR is the owner of that certain real property located at 15447 Spruce Grove Road and 15477 Little Peak Road, Lower Lake, CA 95457, Lake County, CA, as shown on the Tax Map of the County of Lake as Assessor's Parcel Number 013-060-05-00 and Assessor's Parcel Number 142-401-07-00 (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSEE desires to obtain an option to lease a portion of said Property, being described as a 25' by 35' parcel containing 750 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum of One Thousand Two Hundred Fifty and 00/100 Dollars (\$1,250.00), to be paid by LESSEE to the LESSOR, the LESSOR hereby grants to LESSEE the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by LESSEE within forty five (45) days of execution of this Agreement or of receipt by LESSEE from LESSOR of the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below, whichever occurs later. The providing by LESSOR of Rental Documentation to LESSEE shall be a prerequisite for the payment of the foregoing amount or any other option or rental payment, if applicable, by LESSEE, and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any payment(s) until Rental Documentation has been supplied to LESSEE.

The option may be exercised at any time on or prior to twelve (12) months after the date of this Agreement. If the option has not been so exercised, it shall be automatically extended for one additional period of twelve (12) months, unless LESSEE gives written notice to the LESSOR of the intent not to extend prior to the end of the initial option period. If the option is extended, LESSEE shall make an additional payment of One Thousand Two Hundred Fifty and 00/100 Dollars (\$1,250.00) to LESSOR within thirty (30) days of the option being extended, provided

LESSOR has supplied to LESSEE the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, the LESSOR decides to subdivide, sell or change the status of the Property or his property contiguous thereto he shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

This option may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE.

The LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE.

LESSOR agrees to execute a Memorandum of this Option to Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Option to Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested, or by commercial courier. LESSEE shall be deemed to have exercised the option, and the following agreement shall take effect, on the date specified in writing by LESSEE in the Notice:

LAND LEASE AGREEMENT

This Agreement, made as of the date of latter signature date below, between STONEHOUSE MUTUAL WATER COMPANY, A CALIFORNIA NON-PROFIT CORPORATION AS TO SAID LOT 7; AND STONEHOUSE MUTUAL WATER COMPANY, A CALIFORNIA CORPORATION AS TO THE W-1/2 OF THE SE-1/4 OF THE NW-1/4 OF THE SE-1/4 OF SECTION 6, TOWNSHIP 11 NORTH, RANGE 6 WEST, M.D.M. with its principal offices located at 19400 Hartmann Rd, Hidden Valley Lake, CA 95467, Social Security #/Tax ID # _____, hereinafter designated LESSOR and Cellco Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property located at 15447 Spruce Grove Road and 15477 Little Peak Road, Lower Lake, CA 95457, Lake County, CA, as shown on the Tax Map of the County of Lake as Assessor's Parcel Number 013-060-05-00 and Assessor's Parcel Number 142-401-07-00 (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSEE desires to obtain an option to lease a portion of said Property, being described as a 25' by 35' parcel containing 750 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A." Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall

commence and be due at a total annual rental of Fifteen Thousand and 00/100 Dollars (\$15,000) to be paid in equal monthly installments on the first day of the month, in advance, to Evans-Hofmann Company LLC or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. The Commencement Date shall be the first day of the month in which notice of the exercise of the option, as set forth above, is effective. However, LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the exercise of the option is effective.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s) or transferee(s) of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s) or transferee(s) of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s) or transferee(s) of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by

giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. ANNUAL RENTAL INCREASE. The annual rental shall increase annually on each anniversary of the Commencement Date by an amount equal to two percent (2%) of the previous year's annual rental.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term."

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and

releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall

have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender,

addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Stonehouse Mutual Water Company
19400 Hartmann Rd
Hidden Valley Lake, CA 95467

LESSEE: Cellco Partnership

d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. Delete the first sentence of this paragraph if SNDAs for all existing encumbrances are obtained prior to Lease execution. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other

real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be

due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this

Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with

Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: Stonehouse Mutual Water Company

By: _____

Its: _____

Date: _____

**LESSEE: Cellco Partnership
dba Verizon Wireless**

By: _____

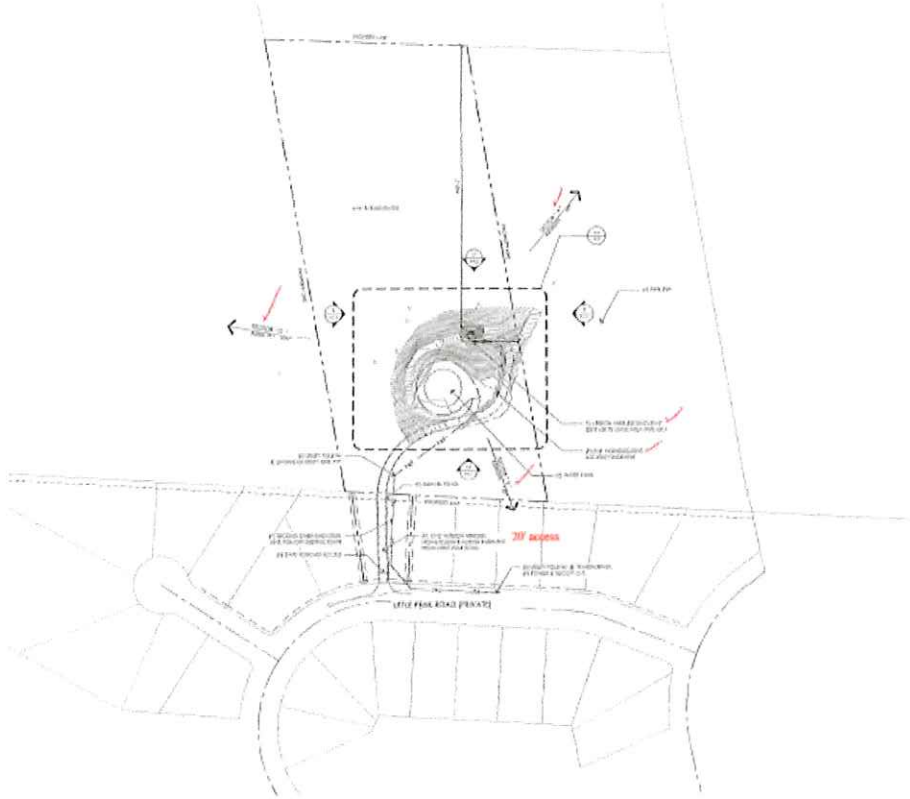
Its: _____

Date: _____

Exhibit "A"

(Sketch of Premises within Property)

Conceptual Only. Proposed Lease area to be 25' x 35' 750 sf. Survey / Site Layout to be reviewed / approved by Lessor.



**ACTION OF
HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT**

DATE: September 15, 2015

AGENDA ITEM: Discussion and Possible Action: Acceptance of roofing bid for Administration Office Building

RECOMMENDATIONS: Approve the lowest bid to replace all the flat roof areas, repair all the metal caps around the roof eaves on the west and east ends and replace all the fasteners on the metal roof and two of the metal hip pieces.

We have more repair projects here in the District than we have funds. I'd love to take the safe route and just recommend that we replace the whole roof, but that would easily cost an additional \$20,000 or more.

FINANCIAL IMPACT: Originally the plan was to include the complete replacement of the roof in the 2015-2016 budget, but it had to be completely dropped because of the lack of funds. Scaling back to just the flat roofs and other basic repairs is a must. If we don't do these minimal repairs we could end with bigger issues in the form of building and computer damage if we have a wet winter as predicted this year.

BACKGROUND: The roof on the admin building located at 19400 Hartmann Rd has several leaks. Most of the leaks are coming from the flat areas of the roof. Even with the limited rain we had last winter we had water damage in the kitchen, an office and worst of all our computers network server room.

I contacted two local building supply companies and the county building department asking them for recommendations of local roofing companies. I then had a retired roofer come out and look at our roof together. We discussed the roof problems and he reviewed all four companies that I was referred to.

I then contacted four local roofing companies. One of the companies never sent anyone out, another company said he would only do the job if we replaced the whole roof and the final two companies sent out their estimator to review our job and I'm expecting to have both of their quotes to present at the Board's meeting.

APPROVED
AS RECOMMENDED

OTHER
(SEE BELOW)

Modification to recommendation and/or other actions:

I, Tami Ipsen, Secretary to the Board, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular board meeting thereof held on September 15, 2015 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Secretary to the Board



Hidden Valley Lake Community Services District

19400 Hartmann Road
Hidden Valley Lake, CA 95467
707.987.9201
707.987.3237 fax
www.hiddenvalleylakecsd.com

MEMO

To: Board of Directors

From: Tami Ipsen

Date: September 7, 2015

RE: Board Compensation Government Code

At the request of the Board of Directors from the August 18, 2015 regular board meeting, Government Code 61047(a) addressing Director's compensation is as follows:

61047(a) The board of directors may provide, by ordinance or resolution, that each of its members may receive compensation in an amount not to exceed one hundred dollars (\$100) for each day of service. A member of the Board of Directors shall not receive compensation for more than six days of service a month.

(b) The board of directors, by ordinance adopted pursuant to Chapter 2 (commencing with Section 20200) of Division 10 of the Water Code, may increase the amount of compensation that may be received by members of the Board of Directors.

(c) The board of directors may provide, by ordinance or resolution, that its members may receive their actual and necessary traveling and incidental expenses incurred while on official business. Reimbursement for these expenses is subject to Sections 53232.2 and 53232.3.

(d) A member of the board of directors may waive any or all of the payments permitted by this section.

(e) For the purposes of this section, "a day of services" means any of the following:

(1) A meeting conducted pursuant to the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5.

(2) Representation of the district at a public event, provided that the board of directors has previously approved the member's representation at a board of



Hidden Valley Lake Community Services District

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directors' meeting and that the member delivers a written report to the board of directors regarding the member's representation at the next board of directors' meeting following the public event.

(3) Representation of the district at a public meeting or a public hearing conducted by another public agency, provided that the board of directors has previously approved the member's representation at a board of directors' meeting and that the member delivers a written report to the board of directors regarding the member's representation at the next board of directors' meeting following the public meeting or public hearing.

(4) Representation of the district at a meeting of a public benefit nonprofit corporation on whose board the district has membership, provided that the board of directors has previously approved the member's representation at a board of directors' meeting and the member delivers a written report to the board of directors regarding the member's representation at the next board of director's meeting following the corporation's meeting.

(5) Participation in a training program on a topic that is directly related to the district, provided that the board of directors has previously approved the member's participation at a board of directors' meeting, and that the member delivers a written report to the board of directors regarding the member's participation at the next board of directors' meeting following the training program.

After review of Government Code 61047 (a), and the board of directors wishes to have this addressed at a future board meeting, please advise Matt Bassett, Interim General Manager, for scheduling.


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Chromium-6 Drinking Water Standard

California's drinking water standard for chromium-6 took effect on July 1, 2014. It established a maximum contaminant level (MCL) of 10 parts per billion (ppb) for chromium-6 in drinking water and is the only drinking water standard for chromium-6 in the nation.

Public water systems are committed to meeting the standard, which is the first of its kind in the nation, but the timeline provided for compliance does not recognize the complex steps that some water systems must take to achieve the standard. The steps involved – from designing appropriate treatment systems to securing financing to building and testing new treatment facilities – can take up to five years or more and cost millions of dollars.

To address this challenge, ACWA is sponsoring [SB 385](#) by Sen. Ben Hueso (D-San Diego). The bill would authorize the State Water Resources Control Board (SWRCB) to grant a limited period of time for public water systems affected by the new standard to work toward compliance without being deemed in violation as long as strict safeguards are met and the water systems demonstrate that they are taking all needed steps to comply with the standard by the earliest feasible date. SB 385 would not exempt any water systems from compliance or delay the steps a water system must take to achieve compliance. The SWRCB oversees the state's water quality and is responsible for enforcing the chromium-6 standard.

For some public water systems, construction of extensive new treatment facilities is needed to comply with the chromium-6 MCL. The regulation establishing the standard required public water systems to begin monitoring for chromium-6 by Jan. 1, 2015, just six months after the regulation went into effect. Many affected water systems will be deemed in violation of the new standard in 2015 even though it is not feasible to install appropriate treatment systems to comply with the MCL within the time period provided by the regulation. In some cases, land may need to be acquired, water rates may need to be raised, and financing may need to be secured before construction of treatment facilities can even begin.

SB 385 would provide a time-limited process for a water system to work toward compliance without being deemed in violation as long as strict safeguards are met.

ACWA has prepared a [SB 385 fact sheet](#) and [FAQ on SB 385](#).

Questions about SB 385 may be directed to ACWA Deputy Executive Director for Government Relations Cindy Tuck at cindy@acwa.com.

If you have questions about the content on this page, please contact Adam Walukiewicz, ACWA Regulatory Advocate, at adamw@acwa.com or call 916-441-4545.

Resources

- ▶ [SB 385 Fact Sheet](#)
- ▶ [SB 385 FAQs](#)
- ▶ [ACWA's Comment Letter Submitted to CDPH](#)
- ▶ [CDPH Chromium-6 Regulatory Package \(Aug. 22, 2013\)](#)

Page Sections

- ▶ [Background](#)
- ▶ [Recent California Developments](#)
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- ▶ [Treatment Options](#)
- ▶ [Occurrence of Chromium-6 in California Water Supplies](#)

Background

Chromium is an inorganic chemical that is used in many industrial processes including electroplating, wood treatment, pigments manufacture and cooling tower treatment for corrosion control. However, chromium is also a naturally occurring

- ▶ EPA is working on a toxicological review specific to orally ingested chromium-6 through its Integrated Risk Information System (IRIS). Based on the recommendations of an external peer review panel that met in 2011 to review the draft assessment, EPA will consider the results of the ToxStrategies studies before finalizing its assessment. This new draft toxicity assessment will be combined with the inhalation assessment, which is also in draft development.

Treatment Options

The federal and state approved technologies for removing total chromium from drinking water include coagulation/filtration, anion exchange, reverse osmosis, and lime softening.

Because of research completed over the past decade by multiple water agencies and the state of California, three chromium-6 technologies have emerged as leading candidates with respect to feasibility and cost. Those are weak base anion exchange (WBA), strong base anion exchange (SBA), and reduction with ferrous iron/coagulation/filtration (RCF).

In 2002, the City of Glendale embarked upon a four-phase research campaign to identify and install the most effective treatment technologies for removing chromium-6 from drinking water supplies. Funding for various parts of the research was provided by the U.S. EPA, Cities of Los Angeles, Burbank, and San Fernando, along with the Water Research Foundation, ACWA and the state of California through Proposition 50. To review Glendale Water and Power's final report, please click [here](#). Other water agencies in both northern and southern California continue to look at health-protective and cost-effective options for chromium-6 treatment.

Occurrence of Chromium-6 in California Water Supplies

CDPH worked with water systems in 2001-2002 to collect [occurrence data](#) for chromium-6 in California's drinking water. This sampling was mandatory for most systems since CDPH placed chromium-6 on the UCMR list in January 2001.

A map is available [here](#) with the locations of active community water system wells that had two or more detections above the DLR of 1 ppb between 2002-2010. DLR refers to detection limit for the purposes of reporting. The map defines "active community water systems" and does not include private wells, very small systems or water sources such as schools which are considered non-transient, non-community water systems.

The availability of this data, along with the data from EPA's UCMR3, will inform efforts to continue developing effective treatment options for the removal of chromium-6 in water sources throughout the state.

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Introduced by Senator Hueso

(Principal coauthors: Assembly Members Alejo and Eduardo Garcia)

(Coauthors: Senators Cannella and Stone)

(Coauthor: Assembly Member Mayes)

February 24, 2015

An act to add and repeal Section 116431 of the Health and Safety Code, relating to drinking water, and declaring the urgency thereof, to take effect immediately.

LEGISLATIVE COUNSEL'S DIGEST

SB 385, as introduced, Hueso. Primary drinking water standards: variances: hexavalent chromium.

The California Safe Drinking Water Act provides for the operation of public water systems and imposes on the State Water Resources Control Board various duties and responsibilities for the regulation and control of drinking water in the State of California. The act requires the state board to adopt primary drinking water standards for contaminants in drinking water based upon specified criteria, and required a primary drinking water standard to be established for hexavalent chromium by January 1, 2004. Existing law authorizes the state board to grant a variance from primary drinking water standards to a public water system. Existing law makes certain violations of the act a crime.

This bill would authorize, until January 1, 2020, the state board, at the request of a public water system, to grant a variance from the primary drinking water standard for hexavalent chromium if the public water system prepares and submits a compliance plan, the state board approves the compliance plan, the public water system provides specified notice requirements regarding the compliance plan to its customers, and the public water system sends annual reports to the state board that updates

1 with the primary drinking water standard for hexavalent chromium
2 by the earliest feasible date. The actions may include, but are not
3 limited to, planning, designing, permitting, financing, constructing,
4 testing, and activating treatment facilities or other capital
5 improvements. The compliance plan shall include the public water
6 system's best estimate of the funding required for compliance and
7 the actions that the public water system will take to secure the
8 funding. In no event shall the earliest feasible date exceed five
9 years from the date on which compliance otherwise would be
10 required.

11 (2) The state board has reviewed the compliance plan, identified
12 any changes needed to ensure compliance with the primary
13 drinking water standard for hexavalent chromium by the earliest
14 feasible date, and approved the plan. The state board shall ensure
15 that the public water system has reviewed available funding
16 sources, cleanup and treatment technologies, and other options to
17 achieve and maintain compliance of the primary drinking water
18 standard by the earliest feasible date.

19 (3) The public water system provides written notice regarding
20 the compliance plan to its customers at least two times per year.
21 The written notice shall meet the translation requirements provided
22 in subdivision (h) of Section 116450 and shall include notice of
23 all of the following:

24 (A) That the public water system is implementing the
25 compliance plan that has been approved by the state board and
26 that demonstrates the public water system is taking the needed
27 feasible actions to comply with the primary drinking water standard
28 for hexavalent chromium. The notice shall summarize those actions
29 in a form and manner determined by the state board. For notices
30 after the initial notice, the public water system shall update
31 information demonstrating progress implementing the compliance
32 plan.

33 (B) That the public water system's customers have an alternative
34 to consuming tap water and that the public water system can
35 provide information on that alternative. The notice shall identify
36 where the customer can obtain that information.

37 (4) Every 12 months following the state board's approval of the
38 compliance plan, the public water system shall submit a written
39 report to the state board, for the state board's approval, that updates
40 the status of actions specified in the state board-approved

1 (f) (1) This section shall remain in effect only until January 1,
2 2020, and as of that date is repealed, unless a later enacted statute,
3 that is enacted before January 1, 2020, deletes or extends that date.

4 (2) A variance granted by the state board pursuant to this section
5 before January 1, 2020, shall continue in effect until the state board
6 determines that the variance is no longer in effect pursuant to
7 subdivision (d) or until the earliest feasible compliance date, as
8 specified by the compliance plan.

9 SEC. 2. No reimbursement is required by this act pursuant to
10 Section 6 of Article XIII B of the California Constitution because
11 the only costs that may be incurred by a local agency or school
12 district will be incurred because this act creates a new crime or
13 infraction, eliminates a crime or infraction, or changes the penalty
14 for a crime or infraction, within the meaning of Section 17556 of
15 the Government Code, or changes the definition of a crime within
16 the meaning of Section 6 of Article XIII B of the California
17 Constitution.

18 SEC. 3. This act is an urgency statute necessary for the
19 immediate preservation of the public peace, health, or safety within
20 the meaning of Article IV of the Constitution and shall go into
21 immediate effect. The facts constituting the necessity are:

22 The state's regulation setting the new maximum contaminant
23 level for hexavalent chromium VI went into effect on July 1, 2014.
24 The regulation required that the initial compliance monitoring
25 under the regulation be performed by January 1, 2015. Public water
26 systems need to take major compliance actions, such as designing,
27 financing, and constructing water treatment facilities, to comply
28 with the new regulation. To avoid the systems being deemed in
29 violation of the regulation in 2015, and for a limited time period
30 thereafter, it is necessary for this act, which authorizes a
31 time-limited variance, to take effect immediately.

Lake County BOS approve pipeline extension for water system consolidation

By J.W. Burch IV, jburch@record-bee.com, [@JWBurchIV](#) on Twitter

record-
bee.com

LAKEPORT >> The Lake County Board of Supervisors unanimously approved an agreement totaling more than \$1 million for the extension of a waterline this week.

In May, the board approved the consolidation of the county-operated Paradise Valley Water System, known as County Service Area (CSA) #16, with the Clearlake Oaks County Water District because of ongoing operational costs.

As part of the consolidation agreement, Lake County Special Districts must install a little less than two miles of pipeline between the service areas. However, several changes have been made to the project since it's adoption in May.

Originally estimated to cost approximately \$840,000, the project will now total \$1,047,900 — an increase of a little less than \$208,000.

The changes include an increased amount of restrained joint piping, additional valves, additional hydrants, and traffic control for the additional work in the Caltrans right of way. This represents a negotiated cost increase of \$97,950.50.

The remaining \$109,950 increase results from Caltrans trench paving requirements.

The water system has been experiencing capacity issues resulting in an urgency ordinance since 2004, as well as a connection moratorium, according to Lake County Special Districts Administrator Mark Dellinger. Additional wells have been drilled in attempt to remedy the problem, but have been unsuccessful.

"Operations and maintenance costs of a surface water treatment plant would be very high for all customers," Dellinger said.

Other contract obligations of Lake County Special Districts include installing fire hydrants, replacing 500 feet of distribution piping, providing new water meters for CSA #16 customers, billing system upgrades, additional storage and a tank mixer/aerator.

Changes to the Clearlake Oaks County Water District's operation boundaries through the Local Agency Formation Commission (LAFCo) is currently underway, after which "all property, assets and responsibilities ... will transfer," Dellinger said.

"So far, the Oaks are doing everything that they need to do to make this project a reality," Dellinger added.

The project is expected to be completed by the end of the calendar year, despite the delays and changes. Berkeley-based contractor O. C. Jones & Sons, Inc., have been hired perform the work.

No members of the public offered comment.

The project is funded by the California Department of Water Resources (DWR) Westside Integrated Regional Water Management Drought Grant Program.

A total of nearly \$1.4 million in funding was approved by the DWR in 2014. A local cash match of \$375,000 is required from the county as part of the agreement.

Advertisement

"This funding is ... included with grants for two additional Lake County water systems and two Yolo County systems," Dellinger explained. "Yolo County Flood Control District will act as the administrator of the total award and Lake County funds will pass through Yolo County."

Contact J. W. Burch, IV at 900-2022.