

RESOLUTION NO. 2017-65
RESOLUTION NO. PFA-03
ORDINANCE NO. 2017-01

AGENDA

MISSION STATEMENT

"Our team is dedicated to protecting, enhancing, and developing our rich water resources to the highest beneficial use for Calaveras County, while maintaining cost-conscious, reliable service, and our quality of life, through responsible management."

Regular Board Meeting
Wednesday, November 8, 2017
1:00 p.m.

Calaveras County Water District
120 Toma Court, (PO Box 846)
San Andreas, California 95249

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Administration Office at 209-754-3028. Notification in advance of the meeting will enable CCWD to make reasonable arrangements to ensure accessibility to this meeting. Any documents that are made available to the Board before or at the meeting, not privileged or otherwise protected from disclosure, and related to agenda items, will be made available at CCWD for review by the public.

ORDER OF BUSINESS

CALL TO ORDER / PLEDGE OF ALLEGIANCE

1. ROLL CALL

2. PUBLIC COMMENT

At this time, members of the public may address the Board on any non-agendized item. The public is encouraged to work through staff to place items on the agenda for Board consideration. No action can be taken on matters not listed on the agenda. Comments are limited to three minutes per person.

3. CONSENT AGENDA

The following items are expected to be routine / non-controversial. Items will be acted upon by the Board at one time without discussion. Any Board member may request that any item be removed for later discussion.

3a Approval of Minutes for the Board Meetings of October 4, October 11, and October 25, 2017

BOARD OF DIRECTORS

Jeff Davidson, President Scott Ratterman, Vice President
Terry Strange, Director Bertha Underhill, Director Russ Thomas, Director

- 3b Review Board of Directors Monthly Time Sheets for October, 2017
- 3c Approve to Ratify Claim Summary #548 Secretarial Fund in the Amount of \$1,574,004.65 for October, 2017
(Jeffrey Meyer, Director of Administrative Services) RES 2017-_____

4. **NEW BUSINESS**

- 4a Review and Direction of the FY 2017-18 First Quarter Investment Report
(Jeffrey Meyer, Director of Administrative Services)
- 4b Designate District Voting Representative at ACWA Fall Conference
(Dave Eggerton, General Manager)
- 4c Information / Discussion Regarding Update of District Employment Policies:
Section 4000 – Hours, Meals, and Rest Periods, and Section 7000 - Leaves
(Stacey Lollar, Director of HR and Customer Service)
- 4d Discussion / Action Regarding Approval of the Amended and Restated Eastside
Eastern San Joaquin Groundwater Sustainability Agency MOU Allowing
Calaveras County to Enter as a Member Agency
(Peter Martin, Manager of Water Resources) RES 2017-_____
- 4e Update on Winter Storm Disasters - FEMA Reimbursement Projects
(Teresa Tanaka, Director of Operations)

5. **OLD BUSINESS**
Nothing to report

6. **GENERAL MANAGER'S REPORT**

7.* **BOARD REPORTS / INFORMATION / FUTURE AGENDA ITEMS**

8. **NEXT BOARD MEETINGS**

- Wednesday, December 13, 2017, **1:00 p.m.**, Regular Board Meeting
- Wednesday, January 10, 2018, **1:00 p.m.**, Regular Board Meeting

9. **CLOSED SESSION**

- 9a Conference with Real Property Negotiators
Government Code §54956.8
Property: APN's 046-019-051, 073-042-127, and 073-042-129, Valley Springs, CA
District negotiator(s): Dave Eggerton
Under negotiations: price and other terms

- 9b Conference with Real Property Negotiators
Government Code §54956.8
Property: APN 067-015-003, Copperopolis, CA
District negotiator(s): Dave Eggerton
Under negotiations: price and other terms
- 9c Conference with Real Property Negotiators
Government Code §54956.8
Property: APN's 044-032-012 and 044-032-005, San Andreas, CA
District negotiator(s): Dave Eggerton
Under negotiations: price and other terms
- 9d Conference with Real Property Negotiators
Government Code §54956.8
Property: APN 048-003-190, Burson, CA
District negotiator(s): Dave Eggerton
Under negotiations: price and other terms
- 9e Conference with Legal Counsel – Existing Litigation
Government Code § 54956.9(a)
La Contenta Investors, LTD vs. CCWD (Calaveras County Superior Court #11CV37713)

10. **REPORTABLE ACTION FROM CLOSED SESSION**

11. **ADJOURNMENT**

CALAVERAS COUNTY WATER DISTRICT

Board of Directors

District 1 Scott Ratterman
District 2 Terry Strange
District 3 Bertha Underhill
District 4 Russ Thomas
District 5 Jeff Davidson

Legal Counsel

Matthew Weber, Esq.
Downey Brand, LLP

Financial Services

Umpqua Bank
US Bank
Wells Fargo Bank

Auditor

Richardson & Company, LLP

CCWD Committees

*Engineering Committee
*Finance Committee
*Legal Affairs Committee
Executive Committee (*ad hoc*)

Membership**

Strange / Davidson (alt. Underhill)
Underhill / Thomas (alt. Ratterman)
Davidson / Ratterman
Davidson / Ratterman

Joint Power Authorities

ACWA / JPIA	Ratterman (alt. Dave Eggerton)
CCWD Public Financing Authority	All Board Members
Calaveras-Amador Mokelumne River Authority (CAMRA)	Strange / Ratterman (alt. Davidson)
Calaveras Public Power Agency (CPPA)	Peter Martin (alt. Dave Eggerton)
Eastern San Joaquin Groundwater Authority	Russ Thomas
Tuolumne-Stanislaus Integrated Regional Water Management Joint Powers Authority (T-Stan JPA)	Strange (alt. Thomas)
Upper Mokelumne River Watershed Authority (UMRWA)	Davidson (alt. Strange)

Other Regional Organizations of Note

Calaveras LAFCO	All Board Members
Calaveras County Parks and Recreation Committee	Ratterman (alt. Thomas)
Highway 4 Corridor Working Group	Underhill / Thomas
Mountain Counties Water Resources Association (MCWRA)	All Board Members
Mokelumne River Association (MRA)	All Board Members
Tuolumne-Stanislaus Integrated Regional Water Mgt. JPA Watershed Advisory Committee (WAC)	Peter Martin (alt. Metzger)

* Standing committees, meetings of which require agendas & public notice 72 hours in advance of meeting.

** The 1st name listed is the committee chairperson.

MINUTES

JOINT BOARD MEETING
CALAVERAS COUNTY WATER DISTRICT BOARD OF DIRECTORS
And
CALAVERAS PUBLIC UTILITY DISTRICT BOARD OF DIRECTORS
OCTOBER 4, 2017

Directors Present: Scott Ratterman, Vice President
Bertha Underhill, Director
Terry Strange, Director
Russ Thomas, Director

Director(s) Absent: Jeff Davidson, President

Staff Present: Dave Eggerton, General Manager
Peter Martin, Manager of Water Resources
Mona Walker, Clerk to the Board

Calaveras Public
Utility District
Board of Directors: Cliff Overmier, Chair
J.W. Dell’Orto, Director
Richard Blood, Director

Director(s) Absent: Dave Ortegel, Director
John Lavaroni, Director

Calaveras Public
Utility District
Staff Present: Donna Leatherman, General Manager
Kate Jesus, Secretary

Others Present: Jeff Meyer, ECORP Consulting, Inc.
Dick Underhill
Supervisor Dennis Mills
Vickey Mills
Ryan Gunstream, Honeywell

ORDER OF BUSINESS

CALL TO ORDER / PLEDGE OF ALLEGIANCE

1. ROLL CALL

Calaveras County Water District's (CCWD) Vice President Ratterman called the meeting to order at approximately 6:00 p.m. CCWD's Board Director Jeff Davidson was absent. The following Calaveras Public Utility District Board Members were absent: John Lavaroni and Dave Ortel.

2. PUBLIC COMMENT

There was no public comment.

3. DISCUSSION / ACTION ON THE CALAVERAS COUNTY
MOKELUMNE RIVER LONG-TERM WATER NEEDS STUDY

- Presentations by CCWD's Peter Martin, Manager of Water Resources, and Donna Leatherman, CPUD's General Manager

Mr. Jeff Meyer of ECORP Consulting, Inc. indicated the Mokelumne River Long-Term Water Needs Study (Study) was prepared in partnership between Calaveras County Water District (CCWD) and Calaveras Public Utility District (CPUD) and will be provided to the CA Secretary of Natural Resources for a report to the Legislature pursuant to AB 142 (Bigelow) regarding the suitability of portions of the Mokelumne River for wild and scenic designation. The Study will also be a planning document of the future water needs for the County. Mr. Meyer presented maps of existing service areas of CCWD and CPUD indicating the Study included projected demands for use of the Mokelumne River water in Calaveras County for both existing and other service areas. Potential water service areas include the Wallace, Burson and Valley Springs areas. These areas are served by groundwater and may be considered at some future date to be served by surface water. CPUD and CCWD have water rights for 27,000 acre-feet of Mokelumne River water, and the Study concluded the water right is sufficient to meet the projected demands. He discussed the simulation modeling and baseline studies in developing the Study. Mr. Meyer provided conclusions and potential alternatives within the Study to meet future water demands and highlighted the need for additional upstream storage in the future. Mr. Meyer responded to questions from the Board Members.

- General Discussion / Public Comment Regarding the Mokelumne River Long-Term Water Needs Study

Mr. Martin provided handouts of supplemental documents on feedback received on the Study and CCWD and CPUD's responses and/or changes made to the Study. CCWD's Director Strange requested the Lilly Valley Water Company service area be included in the Study as a potential area to be served with Mokelumne River water in the future. Mr. Martin responded to questions from Board Members. CCWD and CPUD Board Members thanked Jeff Meyer, Peter Martin, and Donna Leatherman for their efforts in preparing the Study.

- Consideration of Approval of the Calaveras County Mokelumne River Long-Term Water Needs Study:

Calaveras County Water District Board of Directors RES 2017-59

MOTION: Directors Strange / Underhill – Adopted
Resolution No. 2017-59 Approving the Calaveras County
Mokelumne River Long-Term Needs Study

PUBLIC COMMENT: There was no public comment.

AYES: Directors Strange, Underhill, Thomas and Ratterman
NOES: None
ABSTAIN: None
ABSENT: Director Davidson

Calaveras Public Utility District Board of Directors RES 2017-____

MOTION: Directors Overmier / Dell’Orto – Adopt Resolution No.
2017-____ Approving the Calaveras County Mokelumne River
Long-Term Needs Study

PUBLIC COMMENT: There was no public comment.

AYES: Directors Overmier and Dell’Orto
NOES: None
ABSTAIN: Director Blood
ABSENT: Directors Ortegel and Lavaroni

The motion failed to pass.

4. ADJOURNMENT

With no further business, the meeting adjourned at approximately 7:35 p.m.

By:

ATTEST:

Dave Eggerton
General Manager

Mona Walker
Clerk to the Board

RESOLUTION NO. 2017-60
RESOLUTION NO. PFA-03
ORDINANCE NO. 2017-01

MINUTES

CALAVERAS COUNTY WATER DISTRICT
REGULAR BOARD MEETING

OCTOBER 11, 2017

Directors Present: Jeff Davidson, President
Scott Ratterman, Vice President
Bertha Underhill, Director
Terry Strange, Director
Russ Thomas, Director

Staff Present: Dave Eggerton, General Manager
Matt Weber, General Counsel
Mona Walker, Clerk to the Board
Jeffrey Meyer, Director of Administrative Services
Teresa Tanaka, Director of Operations
Jesse Hampton, Plant Operations Manager
Joel Metzger, Manager of External Affairs, Conservation, and Grants
Randy Scheidt, Senior Distribution Worker

Others Present: Vickey Mills
Bud Andrews

ORDER OF BUSINESS

CALL TO ORDER / PLEDGE OF ALLEGIANCE

President Davidson called the Regular Board Meeting to order at 1:04 p.m. and led the pledge of allegiance.

1. ROLL CALL

Director Strange arrived at 1:05 p.m.

2. PUBLIC COMMENT

There was no public comment.

3. CONSENT AGENDA

MOTION: Directors Ratterman / Thomas – Approved Consent Agenda Items: 3a, Minutes for the Board Meeting of September 27, 2017; 3b, Board of Directors Monthly Time Sheets for September, 2017; and 3d, Board Meeting Schedule in November and December, 2017

3a Approval of Minutes for the Board Meeting of September 27, 2017

3b Review Board of Directors Monthly Time Sheets for September, 2017

Director Strange pulled Item 3c from the Consent Agenda

3c Approve to Ratify Claim Summary #547 Secretarial Fund in the Amount of \$1,320,329.82 for September, 2017
(Jeffrey Meyer, Director of Administrative Services) RES 2017-_____

3d Approval of Board Meeting Schedule in November and December, 2017
(Dave Eggerton, General Manager)

AYES: Directors Ratterman, Thomas, Underhill, Strange and Davidson
NOES: None
ABSTAIN: None
ABSENT: None

OFF CONSENT AGENDA

Director Strange pulled Item 3c from the Consent Agenda

3c Approve to Ratify Claim Summary #547 Secretarial Fund in the Amount of \$1,320,329.82 for September, 2017
(Jeffrey Meyer, Director of Administrative Services) RES 2017-60

MOTION: Directors Strange / Ratterman – Adopted Resolution No. 2017-60 Ratifying Claim Summary #547 Secretarial Fund in the Amount of \$1,320,329.82 for September, 2017

DISCUSSION: Director Strange inquired about purchase of tools, auto supply parts, and other miscellaneous items. He commented that he would like to see more centralized purchasing for CCWD supplies. Mr. Eggerton responded that staff is developing a more centralized purchasing program.

PUBLIC COMMENT: There was no public comment.

AYES: Directors Strange, Ratterman, Thomas, Underhill and Davidson
NOES: None
ABSTAIN: None
ABSENT: None

4. **NEW BUSINESS**

- 4a Recognition of Jon Ingebretsen for 9+ Years of Service with CCWD
(Teresa Tanaka, Director of Operations) RES 2017-61

MOTION: Directors Ratterman / Underhill – Adopted Resolution No. 2017-61
Recognizing and Honoring Jon Ingebretsen for his 9+ Years of Service
with CCWD

DISCUSSION: Ms. Tanaka announced the impending retirement of Jon Ingebretsen, Water Treatment Plant Operator III. A resolution recognizing Mr. Ingebretsen for his 9+ years of service was read into the record. Board Members thanked Mr. Ingebretsen for his service to the District.

PUBLIC COMMENT: There was no public comment.

AYES: Directors Ratterman, Underhill, Strange, Thomas and Davidson
NOES: None
ABSTAIN: None
ABSENT: None

- 4b Recognition of Steve Goff for 13+ Years of Service with CCWD
(Teresa Tanaka, Director of Operations) RES 2017-62

MOTION: Directors Underhill / Ratterman – Adopted Resolution 2017-62
Recognizing and Honoring Steve Goff for his 13+ Years of Service
with CCWD

DISCUSSION: Ms. Tanaka read a resolution recognizing and honoring Steve Goff for his 13+ years of service with CCWD.

PUBLIC COMMENT: Mr. Randy Scheidt, Senior Distribution Worker, spoke about Steve's efforts during the 602 Fire in the Valley Springs area in 2004 where Steve Goff worked tirelessly to keep the water pumps running and the water flowing for firefighting purposes. The Board thanked Mr. Ingebretsen for his service to CCWD.

AYES: Directors Ratterman, Underhill, Strange, Thomas and Davidson
NOES: None
ABSTAIN: None
ABSENT: None

- 4c Update Regarding Service Line Breaks and High Pressure Issues Affecting
Rancho Calaveras Distribution System
(Dave Eggerton, General Manager)

Mr. Eggerton discussed using resources from the Capital Renovation and Replacement (R&R) water fund to replace the current Bluebell waterline in the Rancho Calaveras service area and address the high pressure areas. He reviewed the Jenny Lind water distribution system and challenges with 85 miles of pipeline in the service area. Mr. Eggerton discussed the pressure zones in the Jenny Lind water service area and the impacts to waterline pressure systems. Staff

will have consultants and engineers look at installing more pressure reducer valves (PRV's) to help reduce the high pressure areas. Director Davidson commented that he would like to review an engineering model of the pressure zones of the area. Mr. Schiedt, Senior Distribution Worker addressed the Board indicating that waterline pressures in the Jenny Lind area have not changed over the years. He went on to describe the Jenny Lind water pressure system, giving stats of leaks and waterline repairs in the Jenny Lind area during a 5-year span.

Mr. Eggerton suggested recommendations to assist in the high pressure areas, and will include the recommendations into the current water master plan update. Staff will bring further updates to the Board. Director Strange suggested adding to the District's website recommendations of PRV's to purchase for residential use and differences in the types of PRV's. Director Davidson made several comments and requests to staff including: water leaks in the Jenny Lind water service area are identified on GIS; he would like to include the schedule of long-term pipe replacement on the quarterly engineering report; and have future customers signing up for water service in the Jenny Lind water service area receive a more prominent high water pressure alert. There was some further discussion.

PUBLIC COMMENT: There was no public comment.

This item was for information only; no action was taken.

- 4d Discussion / Action Regarding Amending the Rules & Regulations
Governing the Furnishing of Water and/or Wastewater Services, Article III,
Section 21, Application for Service Rates and Billing, adding Domestic Well
Assistance Program Policy
(Jeffrey Meyer, Director of Administrative Services) **RES 2017-63**

MOTION: Directors Underhill / Strange – Adopted Resolution No. 2017-63
Approving Amendment to the Rules & Regulations Governing the
Furnishing of Water and/or Wastewater Services, Article III, Section 21,
Application for Service Rates and Billing, adding Domestic Well
Assistance Program Policy and to include Additional Changes
as Proposed

DISCUSSION: Mr. Meyer described the District's current bulk key lock water program (Lancha Plana Program). The program originated in the Burson area to provide water to non-CCWD customers who were served by domestic wells that were failing and/or have poor quality water. People can sign up with CCWD and pay a \$10 monthly charge for water they retrieve from a hose bib from one of CCWD's water treatment plant sites. The Lancha Plana water program expanded over time and currently the District has 55 customers. The water is to be used for domestic services only and the District cannot guarantee that the water is potable after it leaves the hose bib. A Board policy has been proposed for consideration along with a fee schedule for consideration and adoption.

Director Strange shared his concerns including a recommendation to limit the size of containers to be filled and road safety requirements for the type of vehicles used to transport the water. Director Thomas voiced his concern. Staff responded to questions from Board Members. After some further discussion, Board Members requested the following amendments be included in the policy to be adopted: 1) language as it relates to providing unauthorized access to water or sharing and/or duplicating of access keys is prohibited; and 2) changing the Fee Schedule for the Deposit Fee to \$50, and Lost Key Charge to \$50.

PUBLIC COMMENT: There was no public comment.

AYES: Directors Underhill, Strange, Ratterman, Thomas and Davidson
NOES: None
ABSTAIN: None
ABSENT: None

5. RECURRING BUSINESS

There was nothing to report.

6. GENERAL MANAGER REPORT

Mr. Eggerton reported on the following activities: 1) CCWD will hold a dedication ceremony at 1:00 p.m. on Oct. 25th to celebrate the completion of the Ebbetts Pass Reach 3a Water Transmission Line Replacement Project, the Board will convene after the ceremony to the Ebbetts Pass Fire Station at 2:00 p.m. for a Board meeting for consideration of one item; 2) CCWD will hold stakeholder town hall meetings in the coming months and will convene an ag water roundtable with local stakeholders with the assistance of the Chamber of Commerce; 3) the Hwy. 4 Water Workgroup will meet at the CCWD office on Dec. 7th; 4) staff will schedule a Board workshop on hydro relicensing in early 2018; and 5) staff provided an update on work performed by District construction staff to address erosion to Wilson Dam.

7. BOARD REPORTS / INFORMATION / FUTURE AGENDA ITEMS

Director Underhill asked about the status of the bridge installation on Blagen Road in White Pines. She will be attending the Finance Committee on Oct. 16th, and the Mokelumne River Association meeting on Oct. 20th.

Director Thomas reported on his attendance at the Oct. 11th Eastern San Joaquin Groundwater Authority JPA meeting; and he expressed his concern that CCWD should make it easier for contractors to acquire water from hydrants.

Director Strange reported on a recent fire in West Point; he reported on his attendance at the Oct. 10th Calaveras Public Utility District meeting where their Board adopted a resolution approving the Calaveras County Mokelumne River Long-Term Water Needs Study; and he commented on the responses received on the Mokelumne River Long-Term Water Needs Study.

Director Ratterman reported on the upcoming Calaveras-Amador Mokelumne River Authority meeting on Oct. 18th; a Mokelumne River Association meeting on Oct. 20th to be held at the Hotel Leger; and a Mountain Counties Water Resources Association symposium on Oct. 27th in Auburn.

Director Davidson – nothing to report.

8. NEXT BOARD MEETINGS

- Wednesday, October 25, 2017, 1:00 p.m., Ribbon Cutting Ceremony, Cedar Center Parking Area, 1225 Oak Circle, Arnold
- Wednesday, October 25, 2017, 2:00 p.m., Regular Board Meeting, Ebbetts Pass Fire District, 1037 Blagen Road, Arnold
- Wednesday, November 8, 2017, 1:00 p.m., Regular Board Meeting
- Wednesday, December 13, 2017, 1:00 p.m., Regular Board Meeting

9. ADJOURNMENT

With no further business, the meeting adjourned at approximately 3:26 p.m.

By:

ATTEST:

Dave Eggerton
General Manager

Mona Walker
Clerk to the Board

RESOLUTION NO. 2017-64
RESOLUTION NO. PFA-03
ORDINANCE NO. 2017-01

MINUTES

CALAVERAS COUNTY WATER DISTRICT
REGULAR BOARD MEETING

SPECIAL MEETING PLACE AT
EBBETTS PASS FIRE DEPARTMENT
1037 BLAGEN ROAD, ARNOLD, CA

OCTOBER 25, 2017

Directors Present: Jeff Davidson, President
Scott Ratterman, Vice President
Bertha Underhill, Director
Terry Strange, Director
Russ Thomas, Director

Staff Present: Dave Eggerton, General Manager
Charles Palmer, District Engineer
Mona Walker, Clerk to the Board
Joel Metzger, Manager of External Affairs, Conservation, and Grants

CALL TO ORDER / PLEDGE OF ALLEGIANCE

1. ROLL CALL

President Davidson called the Regular Board Meeting to order at approximately 2:00 p.m. and led the pledge of allegiance. All Board Members were present.

2. PUBLIC COMMENT

There was no public comment.

3. CONSENT AGENDA

There were no consent agenda items.

4. **NEW BUSINESS**

- 4a Discussion / Action Approving Submittal of Hazard Mitigation Grant Application DR-4301-0022, Funding Match Commitment Letter, and Designating Authorized Agent to CalOES for the Ebbetts Pass Water Tank Replacement Project, CCWD CIP #11095
(Joel Metzger, Mgr. of External Affairs, Conservation & Grants) **RES 2017-64**

MOTION: Directors Underhill / Thomas – Adopted Resolution No. 2017-64 Approving Submittal of Hazard Mitigation Grant Application DR-4301-0022, Funding Match Commitment Letter, and Designating Authorized Agent to CalOES for the Ebbetts Pass Water Tank Replacement Project, CCWD CIP #11095

DISCUSSION: Mr. Metzger informed the Board that the District was notified by CalOES that its Ebbetts Pass Redwood Tank Replacement Project Notice of Interest was determined to be an eligible project under the Hazard Mitigation Grant Program and was invited to submit a grant application. The grant application to CalOES is for a potential \$2.4 million in federal grant funds for the replacement of five redwood tanks in the Ebbetts Pass area that are vulnerable to wildfire. If awarded the grant, the District would have a 25 percent local match of \$800,000 that has been identified to come from the District’s Capital Renovation and Replacement Water Fund, Fund 125. Staff’s preliminary total costs to replace five redwood tanks are estimated to be \$3.2 million. Mr. Palmer fielded questions from the Board Members relating to demolishing the redwood tanks, and selling of redwood.

PUBLIC COMMENT: There was no public comment.

AYES: Directors Underhill, Thomas, Strange, Ratterman and Davidson
NOES: None
ABSTAIN: None
ABSENT: None

5. **BOARD REPORTS / INFORMATION / FUTURE AGENDA ITEMS**

Director Underhill stated that she was very pleased with today’s ribbon cutting ceremony celebrating the completion of the District’s Ebbetts Pass Reach 3A Water Transmission Pipeline Replacement Project. She also reported on her attendance at the Oct. 20th Mokelumne River Association meeting held in Mokelumne Hill.

Director Thomas reported on his attendance at the Oct. 20th Mokelumne River Association meeting held in Mokelumne Hill.

Director Strange reported that the Tuolumne-Stanislaus Integrated Regional Water Management Joint Powers Authority is seeking projects related to the Stanislaus River to submit for grant funding eligibility.

Director Ratterman reported that he will be attending the Mountain Counties Water Resources Association meeting in Auburn on Oct. 27th.

UNAPPROVED – SUBJECT TO CHANGES

Director Davidson reported on the CCWD / County Board of Supervisors Coordination meeting on Oct. 23rd and thanked staff for its participation at the County Board of Supervisors meeting on Oct. 24th regarding the cannabis issue.

6. **NEXT BOARD MEETINGS**

- Wednesday, November 8, 2017, **1:00 p.m.**, Regular Board Meeting
- Wednesday, December 13, 2017, **1:00 p.m.**, Regular Board Meeting

7. **ADJOURNMENT**

With no further business, the meeting adjourned at approximately 2:22 p.m.



By:

ATTEST:

Dave Eggerton
General Manager

Mona Walker
Clerk to the Board

Agenda Item

DATE: November 8, 2017
TO: Dave Eggerton, General Manager 
FROM: Mona Walker, Executive Assistant 
SUBJECT: Review Board of Directors Time Sheets for October, 2017

RECOMMENDED ACTION:

For information only.

SUMMARY:

Pursuant to direction from the Board of Directors, copies of the Board's monthly time sheets from which the Board is compensated from, are included in the monthly agenda package for information. Attached are copies of the Board's time sheets for the month of October, 2017.

Board Members can be reimbursed for mileage cost to travel to meetings/conferences and are paid at the current IRS rate.

FINANCIAL CONSIDERATIONS:

Monthly compensation and mileage reimbursement costs are included in the FY 17-18 budget.

Attachments: Board of Directors Time Sheets for October, 2017

CALAVERAS COUNTY WATER DISTRICT DIRECTOR REIMBURSEMENT FORM

For Admin Use	Payroll Expense
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Month/Yr OCTOBER 2017
 Name BERTHA UNDERHILL

Activity Date	Meeting or Other Expense Description	Designated Rep.		Association List		Prior Approval		Cost		Total Miles
		Yes	No	Yes	No	Yes	No	Meeting	Expense	
9-27-17	BOARD MEETING							120		84
10-4-17	ELPOW - ARNOLD							—		—
10-4-17	JOINT BOARD MEETINGS W/CPUD							120		84
10-6-17	EBMUD - PARDEE							—		107
10-11-17	BOARD MEETING							120		84
10-16-17	FINANCE COMMITTEE							120		84
10-20-17	MOCKE RIVER ASSOC							120		62
10-25-17	BOARD MEETING							120		18
For Totals line, multiply miles by the IRS rate:		1/1/17	\$0.535							523 miles
								\$ 720.00	\$	\$ 279.80
<p style="text-align: center;">Pursuant to Board Policy 4030, receipts required; report /materials required.</p> <p>The undersigned, under penalty of perjury states: This claim and the items set forth herein are true and correct; that expenses incurred, meetings attended and business conducted are necessary to District affairs; that this claim is proper and within the scope of California Water Code Section 20200 et seq, and District Ordinance 2015-02; that the service was actually rendered; and that the amount(s) herein are justly, true.</p>										
Administrative Review: <u>[Signature]</u>								Signature of Claimant: <u>Bertha E. Underhill</u>		
Date: <u>10/26/17</u>								Orig to Finance Dept.		

COPY

CALAVERAS COUNTY WATER DISTRICT DIRECTOR REIMBURSEMENT FORM

For Admin Use	Payroll <input checked="" type="checkbox"/>
Expense <input type="checkbox"/>	

Month/Yr Oct. 2017

Name Jeff Davidson

Activity Date	Meeting or Other Expense Description	Designated Rep.		Association List		Prior Approval		Cost		Total Miles	
		Yes	No	Yes	No	Yes	No	Meeting	Expense		
10/11	Board Meeting							\$120		28	
10/19	Engineering Committee							\$120		28	
10/23	Joint Mtg w/BOS							\$120		28	
10/25	Board Meeting							\$120		28	
COPY											
For Totals line, multiply miles by the IRS rate:		11/17	\$0.535								112 miles
		Totals (use IRS mileage rate)						\$480.00	\$	\$59.92	

Pursuant to Board Policy 4030, receipts required; report /materials required.

The undersigned, under penalty of perjury states: This claim and the items set forth herein are true and correct; that expenses incurred, meetings attended and business conducted are necessary to District affairs; that this claim is proper and within the scope of California Water Code Section 20200 et seq, and District Ordinance 2015-02; that the service was actually rendered; and that the amount(s) herein are justly true.

Signature of Claimant:

Administrative Review:

Date: 10/26/17

Orig to Finance Dept.

RESOLUTION NO. 2017 –

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CALAVERAS COUNTY WATER DISTRICT**

RATIFYING CLAIM SUMMARY NO. 548

WHEREAS, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT has reviewed and considered Claim Summary Number 548 at the Regular Meeting held on November 8, 2017; and

WHEREAS, Board Members have resolved questions, issues, or concerns by consultation with District staff during said meeting.

NOW, THEREFORE, BE IT RESOLVED that the CALAVERAS COUNTY WATER DISTRICT Board of Directors hereby ratifies Claim Summary Number 548 in the amount of \$1,574,004.65 for the month of October, 2017.

PASSED AND ADOPTED this 8th day of November, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CALAVERAS COUNTY WATER DISTRICT

Jeff Davidson, President
Board of Directors

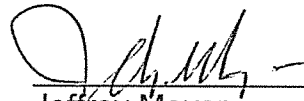
ATTEST:

Mona Walker
Clerk to the Board

**Calaveras County Water District
Claim Summary # 548**

Certificate of Administrative Officer

The services listed on the within schedules were actually rendered by the close of the current month. The articles listed on the schedules within and the supporting invoices were actually delivered, or payment therefore is properly due prior to delivery. To the best of my knowledge all claims made are in accordance with adopted Board policies and/or other Board actions and are in compliance with all applicable laws. The claimants named on the within schedules are each entitled to the amount set opposite their respective names.



Jeffrey Meyer
Director of Administrative Services

1. October 2017 payroll checks issued on 10/13/2017	150,239.10
2. October 2017 payroll checks issued on 10/31/2017	166,656.10
3. October 2017 compensation to Directors	2,776.51
4. Vendor payments for October 1 through 31, 2017	938,031.93
5. Other payroll related costs	<u>316,301.01</u>

Claim Summary Total \$1,574,004.65

Calaveras County Water District
 AP Disbursement Summary
 October 1-31, 2017

CCWD Operating Expenditures		\$ 686,237.56
Expenditures to be reimbursed from other agencies	(A)	25,000.00
Expenditures to be reimbursed from grant agreements	(B)	43,752.19
Fiduciary Payments (funds collected prior to expenditure)	(C)	14,043.64
Partial Reimbursement	(D)	150,020.96
Capital R&R Projects	(E)	17,631.59
Capital Outlay	(F)	1,345.99
Total Payments		\$ 938,031.93

AP Disbursement
October 1-31, 2017

Check No.	Vendor/Employee	Transaction Description	Date	Amount
127947	A T & T	Leased Lines 10/17	10/13/2017	65.90
127948	A T & T	Internet Service 09/17 - LC	10/13/2017	37.00
128051	A T & T	Internet Service 10/17 - LC Complex	10/31/2017	52.17
127949	A T & T CALNET2	District Radio Tower 09/17 - Camp Connell	10/13/2017	379.45
128052	A T & T CALNET3	Phone 10/17 - Dorrington P/S	10/31/2017	20.49
128054	A T & T CALNET3	Phone 10/17 - JLTC	10/31/2017	1,443.36
128055	A T & T CALNET3	Phone 10/17 - Long Distance	10/31/2017	467.23
128056	A T & T CALNET3	Phone 10/17 - Azalea L/S	10/31/2017	18.61
128057	A T & T CALNET3	Phone 10/17 - CCWHSE	10/31/2017	2.27
128058	A T & T CALNET3	Phone 09/17 - OP HQ	10/31/2017	178.53
128059	A T & T CALNET3	T-Line 10/17	10/31/2017	164.24
127880	A T & T MOBILITY	Cell Phone 09/17 - Brown	10/06/2017	82.21
128060	A-1 SHARPENING & SMALL ENGINE REPAIR	Box Scraper/Canopy - Southworth WWTP Tractor	10/31/2017	1,345.99 (F)
127999	ACWA	Membership Dues 2018	10/20/2017	21,905.00
127881	ACWA/JPIA	Auto/General Liability Program 10/17-10/18	10/06/2017	120,332.00
127882	ACWA/JPIA	Dental Insurance, Employees Oct/Nov 2017	10/06/2017	12,857.52 (D)
127882	ACWA/JPIA	Vision Insurance, Employees Oct/Nov 2017	10/06/2017	2,635.52
127882	ACWA/JPIA	EAP Oct/Nov 2017	10/06/2017	307.85
127882	ACWA/JPIA	Dental Insurance, Retirees Oct/Nov 2017	10/06/2017	4,915.60
127882	ACWA/JPIA	Vision Insurance, Retirees Oct/Nov 2017	10/06/2017	1,447.68
128061	ACWA/JPIA	Workers Compensation Insurance 07/17-09/17	10/31/2017	28,350.39
128062	ADP INC	Payroll Service Sept/Oct 2017	10/31/2017	1,543.83
127884	AFLAC	Aflac 09/17	10/06/2017	2,202.14 (C)
127951	ALCAL GLASS AND SUPPLY	PVC Pipe/Pipe Fittings/Primer - AWWTP	10/13/2017	47.82
128001	ALCAL GLASS AND SUPPLY	Broom/Chisel/Saw/Paint/Hose/Nozzle/Fittings - EP	10/20/2017	287.36
127952	ALHAMBRA DRINKING WATER	Water Cooler 09/17 - LCWWTP	10/13/2017	30.24
127953	ALHAMBRA DRINKING WATER	Water Cooler 10/17 - JLWTP	10/13/2017	69.17
128000	AL'S TIRE SERVICE	Seasonal Tire Change (4) - Vehicle #718	10/20/2017	50.00
128063	AL'S TIRE SERVICE	Mount/Balance Tires (4) - Vehicle #608	10/31/2017	60.00
128002	AMERICAN WATER WORKS ASSOC	Membership Renewal 01/18-12/18	10/20/2017	3,868.00
127954	AMERIPRIDE SERVICES,INC	Uniform Service 09/17	10/13/2017	1,970.03
128064	AMERITRADE TRUST COMPANY	FTJ Deferred Comp 10/17	10/31/2017	700.00 (C)
128065	ANGELS SEWER & DRAIN SERVICE	Repair Customer Plumbing - 3389 Silver Rapids	10/31/2017	177.00
EFT	ANTHEM-BLUE CROSS	Health Insurance, Employees 10/17	10/05/2017	111,921.25 (D)
EFT	ANTHEM-BLUE CROSS	Health Insurance, Retirees 10/17	10/05/2017	38,148.39
127885	AQUA TECH COMPANY	Inspect/Clean Water Storage Tank - Sawmill	10/06/2017	8,290.80
128003	AQUA TECH COMPANY	Corrosion Repair - Sawmill Reservoir	10/20/2017	7,693.00
128066	ARNOLD AUTO SUPPLY	Diesel Engine Fluid - Vehicle #135	10/31/2017	32.15
128066	ARNOLD AUTO SUPPLY	Filters/Oil/Chains/Coolant/Jumper Cables/Drain Pan - Vehicle #150	10/31/2017	221.46
128066	ARNOLD AUTO SUPPLY	Batteries/Alternator - Vehicle #522	10/31/2017	1,004.98
128066	ARNOLD AUTO SUPPLY	Wiper Blades/Radiator/Antifreeze/Sealant/Threadlocker - Vehicle #529	10/31/2017	332.31

AP Disbursement
October 1-31, 2017

Check No.	Vendor/Employee	Transaction Description	Date	Amount
128066	ARNOLD AUTO SUPPLY	Tape/Washer Fluid/Carliners/Rope Hook - Vehicle #721	10/31/2017	66.99
128066	ARNOLD AUTO SUPPLY	Engine Sealer/V Belt/Coolant - WPWWTP Generator	10/31/2017	170.45
128066	ARNOLD AUTO SUPPLY	Fuel Line Tool Set - EP Shop	10/31/2017	12.86
128066	ARNOLD AUTO SUPPLY	Filters/Oil - EP Meadowmont Generator	10/31/2017	1,070.17
128066	ARNOLD AUTO SUPPLY	Grommets - Electricians	10/31/2017	8.56
128066	ARNOLD AUTO SUPPLY	Hoses/LED Beacon - WPWTP Compressor	10/31/2017	418.16
128066	ARNOLD AUTO SUPPLY	Tube Bender/Wrench - AWWTP	10/31/2017	70.24
127886	ARNOLD TIRE AND AUTO CARE	Tires (6) - Vehicle #127	10/06/2017	1,499.56
127886	ARNOLD TIRE AND AUTO CARE	Winter Tires (4) - Vehicle #502	10/06/2017	946.73
127886	ARNOLD TIRE AND AUTO CARE	Flat Repair - Vehicle #719	10/06/2017	15.00
127886	ARNOLD TIRE AND AUTO CARE	Winter Tires (4) - Vehicle #721	10/06/2017	1,526.75
127956	ARNOLD TIRE AND AUTO CARE	Tires (4) Mounted/Balanced - Vehicle #719	10/13/2017	132.00
128067	ARNOLD TIRE AND AUTO CARE	Tires (2) Mounted/Balanced - Vehicle #612	10/31/2017	427.64
128068	B & C UPHOLSTERY	Reupholster Seats - Vehicle #529	10/31/2017	874.90
EFT	BOARD OF EQUALIZATION	Use Tax 07/17-09/17	10/17/2017	408.00
127888	BURKE, TIFFANY	Post Office Travel Reimbursement 09/17	10/06/2017	48.15
128070	BURKE, TIFFANY	Advanced Excel Seminar Travel Reimbursement	10/31/2017	40.40
128071	CALAVERAS AUTO SUPPLY	Oil/Air Filters - Vehicle #126	10/31/2017	240.58
128071	CALAVERAS AUTO SUPPLY	Diagnostic Multimeter/Sockets/Ratchets/Wrenches - Vehicle #611	10/31/2017	831.96 (D)
127889	CALAVERAS BAND OF MI-WUK INDIANS	Generator Filters - District Wide	10/31/2017	1,453.07
127957	CALAVERAS FIRST COMPANY INC	Native Cultural Resource Consultant Services - EP Reach 3A Project	10/06/2017	9,308.65 (B)
127890	CALAVERAS LUMBER CO INC	Water Treatment Plant Operator Recruitment Ad	10/13/2017	160.00
127890	CALAVERAS LUMBER CO INC	Tubing/Electrical Terminal Kit/Wire Strippers - DFVACTO WWTP	10/06/2017	45.01
127890	CALAVERAS LUMBER CO INC	Supplies/Hose/Wrenches/Tarps/Nails/Fittings - FMWWTP	10/06/2017	243.96
127890	CALAVERAS LUMBER CO INC	Socket Sets/Drill Kit/Hammer/Wrenches - DeAmicis	10/06/2017	274.08
127890	CALAVERAS LUMBER CO INC	Pipe Fittings/Ball Valve/Primer - DFVACTO Sprayfields	10/06/2017	78.53
127890	CALAVERAS LUMBER CO INC	Lumber - Wiseville P/S	10/06/2017	119.42
127958	CALIFORNIA WASTE RECOVERY SYSTEMS	Refuse Disposal 10/17 - District Wide	10/13/2017	1,030.58
127959	CALIFORNIA WELDING SUPPLY CO	Cylinders/Welding Gases/Hoses - Vehicle #611	10/13/2017	929.01 (D)
128005	CALIFORNIA WELDING SUPPLY CO	Weilder Repair Parts - JL Shop	10/20/2017	155.30
128072	CALTEL	Phone Lines 09/17	10/31/2017	1,269.54
128006	CAMPORA	Propane 10/17 - Wallace	10/20/2017	6.27
127891	CARBON COPY INC	Copies/Copier Maintenance 09/17	10/06/2017	116.10
128073	CARBON COPY INC	Copies/Copier Maintenance 10/17	10/31/2017	83.76
EFT	CARD SERVICES	Mountain Counties Water Symposium Registration - Ratterman	10/13/2017	30.00
EFT	CARD SERVICES	ACWA Fall Conference Registration - Eggerton	10/13/2017	555.00
EFT	CARD SERVICES	Advanced Excel Seminar - Hampton/Burke/Howarth	10/13/2017	597.00
EFT	CARD SERVICES	Managing Multiple Projects/Deadlines Seminar - Howarth	10/13/2017	99.00
EFT	CARD SERVICES	Water Distribution, Grade 4 Review Course Lodging - Sullivan	10/13/2017	203.76
EFT	CARD SERVICES	Water Distribution, Grade 4 Review Course Lodging - DuBurg	10/13/2017	203.76
EFT	CARD SERVICES	Internet Back Up - OP HQ	10/13/2017	29.90

AP Disbursement
October 1-31, 2017

Check No.	Vendor/Employee	Transaction Description	Date	Amount
EFT	CARD SERVICES	E-Mail Hosted Exchange 09/17	10/13/2017	471.47
EFT	CARD SERVICES	Internet Service - Hunter's WTP	10/13/2017	91.51
EFT	CARD SERVICES	Water Pump/Hoses/Fuel Pump/Belt - CC L/S #2	10/13/2017	968.76
EFT	CARD SERVICES	Diagnostic Software - Radio GPS	10/13/2017	9.95
EFT	CARD SERVICES	Cell Phone Replacement - Lang	10/13/2017	99.00
EFT	CARD SERVICES	Blower - DFVCTO WWTP	10/13/2017	1,200.00
EFT	CARD SERVICES	Hydrant Diffuser - JLWTP	10/13/2017	589.82
EFT	CARD SERVICES	Employee Meeting Supplies	10/13/2017	397.06
EFT	CARD SERVICES	Vehicle Logs	10/13/2017	104.16
127961	CARSON HILL ROCK PRODUCTS	3/4 Drain Rock - Wilseyville P/S	10/13/2017	198.68
128007	CARSON HILL ROCK PRODUCTS	1/2" Minus Blend - WP Wilson Dam	10/20/2017	569.35
128074	CARSON HILL ROCK PRODUCTS	3/4 Class II AB - CCWHSE Stock	10/31/2017	644.84
127892	CED CREDIT	Wire/Conduit/Gaskets/Cable - Hunter's WTP	10/06/2017	1,004.98
128008	CED CREDIT	Starter/Thermal Unit - JLWTP	10/20/2017	1,099.03
128075	CED CREDIT	Transformer/Weathershield - CC L/S #14	10/31/2017	4,543.12
128009	CENTRAL CALIFORNIA GENERATOR	Capacitor Repair - Big Trees Tank #2 Generator	10/20/2017	1,005.50
128009	CENTRAL CALIFORNIA GENERATOR	Temperature Switches - Vallecito L/S Generator	10/20/2017	270.40
127962	CITY OF ANGELS	Sewer 09/17 - Six Mile Village	10/13/2017	4,695.23
127893	CLARK PEST CONTROL	Pest Control 09/17 - WPWWTP	10/06/2017	100.00
127963	CLARK PEST CONTROL	Pest Control Aug/Sept 2017 - Wallace	10/13/2017	240.00
128010	CLARK PEST CONTROL	Pest Control 10/17 - OP HQ	10/20/2017	125.00
128076	CLARK PEST CONTROL	Pest Control 09/17 - JLWTP	10/31/2017	141.00
128076	CLARK PEST CONTROL	Pest Control Sept/Oct 2017 - LCWWTP	10/31/2017	378.00
128077	COLE TISCORNIA CONSTRUCTION	Removal of Temporary Access Road - EP Meadowmont Golf Course	10/31/2017	3,800.00
127894	COLUMBIA COMMUNICATIONS	Vehicle Cloud Service 09/17	10/06/2017	690.00
127895	COMCAST	Internet Service 10/17 - JLWTP	10/06/2017	85.93
127896	COMCAST	Internet Service 10/17 - DFVCTO WWTP	10/06/2017	75.93
127897	COMCAST	Internet Service 10/17 - OP HQ	10/06/2017	85.93
128011	COMCAST	Internet Service 10/17 - JLTC	10/20/2017	85.93
128079	COMCAST	Internet Service Oct/Nov 2017 - JLWTP	10/31/2017	171.86
128012	CONDOR EARTH TECHNOLOGIES INC	Materials Testing/Inspection Services-EP Reach 3A Pipeline Project	10/20/2017	1,244.50 (B)
127899	CONETH SOLUTIONS INC	IT Infrastructure Support Services 10/17	10/06/2017	3,052.00
128080	COPPER AUTO & MARINE	Car Wash/Funnel/Washer Fluid - CCWHSE	10/31/2017	30.77
128080	COPPER AUTO & MARINE	Mirror - Vehicle #123	10/31/2017	36.99
128080	COPPER AUTO & MARINE	Battery Terminal - Vehicle #124	10/31/2017	5.36
128080	COPPER AUTO & MARINE	Diesel Engine Fluid - Vehicle #538	10/31/2017	55.68
128080	COPPER AUTO & MARINE	Brake Pads - Vehicle #709	10/31/2017	102.95
128080	COPPER AUTO & MARINE	Washer Fluid/Hose/Nozzle/Blower Assembly/Resistor - Vehicle #710	10/31/2017	199.64
127900	CORRPRO	Water Storage Tank Inspections - JLUCC 11/17-10/18	10/06/2017	3,020.00
127964	CPPA	Power 09/17	10/13/2017	102,048.84
127901	CPUD	Water Service 09/17 - OP HQ	10/06/2017	267.01

AP Disbursement
October 1-31, 2017

Check No.	Vendor/Employee	Transaction Description	Date	Amount
128081	CPUD	Water Service 10/17 - OP HQ	10/31/2017	219.55
128013	CRWA	The Ins/Outs of Well Design - Utility Staff (5)	10/20/2017	750.00
127965	CUES	GXP/Touchpad Software Support Plan	10/13/2017	2,896.38
127966	DATAPROSE	UB Statement Processing 09/17	10/13/2017	4,191.84
128015	DAVE'S PIT STOP AUTO SHOP	Oil/Lube - Vehicle #713	10/20/2017	75.54
128082	DAVIDSON, JEFF	Travel 10/17	10/31/2017	59.92
127902	DISTINCTIVE METALS	Aluminum Awning Brackets (6) - OP HQ	10/06/2017	410.16
127903	DOWNEY BRAND ATTORNEYS LLP	Legal Services 08/17	10/06/2017	21,597.63
128016	DOWNEY BRAND ATTORNEYS LLP	Legal Services 09/17	10/20/2017	260.00
127967	EBBETTS PASS GAS SERVICE	Fuel 09/17	10/13/2017	2,177.16
127904	EBBETTS PASS LUMBER	Towels/Tissue/Batteries/Hand Saw - FMWWTP	10/06/2017	63.75
127904	EBBETTS PASS LUMBER	Lumber/Posts/Washers - EP Reach 3A Pipeline Replacement Project	10/06/2017	74.12 (B)
127904	EBBETTS PASS LUMBER	Clamps/Tape/Fittings/Tubing - Hunter's WTP	10/06/2017	185.40
127904	EBBETTS PASS LUMBER	Pipe/Couplers - Inspectors	10/06/2017	19.39
127905	ECORP CONSULTING, INC	Mokelumne River Water Supply, Study B	10/06/2017	23,012.52 (D)
127905	ECORP CONSULTING, INC	Mokelumne River Water Supply, Study A	10/06/2017	17,419.50
128018	EMPLOYMENT DEVELOPMENT DEPT	Zoom Smog Garnishment	10/20/2017	274.48
127906	EUROFINS EATON ANALYTICAL, INC	Bac-T Sampling - EP Reach 3A Pipeline Replacement Project	10/06/2017	48.00 (B)
127906	EUROFINS EATON ANALYTICAL, INC	Waste Water Testing 09/17	10/06/2017	2,574.00
127906	EUROFINS EATON ANALYTICAL, INC	Water Testing 09/17	10/06/2017	2,074.00
128083	EUROFINS EATON ANALYTICAL, INC	Waste Water Testing 10/17	10/31/2017	4,084.00
128083	EUROFINS EATON ANALYTICAL, INC	Water Testing 10/17	10/31/2017	4,279.00
128020	FARM AND AUTO SUPPLY INC	Wrench Sets - Vehicle #611	10/20/2017	468.70 (D)
128021	FASTENAL	Grinding Wheels/Batteries/Paint/Gloves/Ear Plugs/Tape - EP	10/20/2017	694.94
128084	FASTENAL	Paint/Safety Glasses/Gloves/Cleaners/Lubricant/Sealant/Tape - JL	10/31/2017	559.53
128085	FERGUSON ENTERPRISES, INC	ClaVal Rebuild Kits - Avery P/S	10/31/2017	1,297.65
127907	FLO-LINE TECHNOLOGY, INC	Submersible Mixer - DF/VCTO WWTP	10/06/2017	4,493.07
128086	FOOTHILL MATERIALS	Backfill Material/Road Base - Southworth WWTP Sprayfields	10/31/2017	359.19
128022	FOOTHILL PORTABLE TOILETS	Portable Toilet Rental 10/17 - Sheep Ranch	10/20/2017	82.00
127970	FOOTHILL PRINTING & GRAPHICS	Envelopes	10/13/2017	376.25
127971	FROGGY'S AUTO WASH & LUBE	Car Wash - Vehicle #139	10/13/2017	21.95
128087	GAMBI DISPOSAL INC.	Bio-Solids Removal - AWWTP	10/31/2017	665.00
128088	GARCIA AND ASSOCIATES	Archaeological Investigation - JLVWTP Pre-Treatment Facility	10/31/2017	591.25 (B)
128089	GENERAL PLUMBING SUPPLY CO INC	Redi-Clamps - LCWHSE	10/31/2017	3,413.87
128090	GEORGE REED INC	Class II AB - Southworth WWTP Sprayfields	10/31/2017	526.44
127972	GOVCONNECTION, INC	Fax Machines (4) - WP Barn/VCTO Trailer/Spare	10/13/2017	562.49
128023	GOVCONNECTION, INC	UPS - JLVWTP Replacement	10/20/2017	834.88
128023	GOVCONNECTION, INC	Canned Air - Electricians	10/20/2017	24.69
127908	GRAINER	Grease Gun/Grease - Wallace WTP	10/06/2017	77.91
127908	GRAINER	Submersible Pump - Southworth WWTP	10/06/2017	1,613.79
128024	GRAINER	Calculator - JLVWTP	10/20/2017	17.95

AP Disbursement
October 1-31, 2017

Check No.	Vendor/Employer	Transaction Description	Date	Amount
128024	GRAINGER	Tool Box/Inserts - Vehicle #720	10/20/2017	710.17
128024	GRAINGER	Chemical Gloves - Wallace WTP	10/20/2017	165.63
128024	GRAINGER	Cable Trays/Splice Kits/Clamps/Connectors/Anchors - Hunter's WTP	10/20/2017	930.19
127909	HACH COMPANY	Equipment Service Contract FY 17-18	10/06/2017	5,351.00
127909	HACH COMPANY	Reagent Set - Hunter's/SR WTP's	10/06/2017	433.49
127973	HACH COMPANY	Stabcal - WPWTP	10/13/2017	173.30
127973	HACH COMPANY	Formazin/Ozone Accuvac/Solution/Reagent Set - JLWTP	10/13/2017	984.21
128025	HDR	Financial Analysis/Cost of Service Study 09/17	10/20/2017	9,328.55
128026	HOBGOODS CLEANING	Janitorial Services 10/17	10/20/2017	1,985.00
127974	HOLT OF CALIFORNIA	Oil Pressure Sensor - Vehicle #126	10/13/2017	162.43
127911	HOLT OF CALIFORNIA	Mini Excavator Rental - Southworth WWTP Sprayfields Project	10/06/2017	3,501.94
127974	HOLT OF CALIFORNIA	Backhoe Rental - Southworth WWTP Sprayfields Project	10/13/2017	1,809.68
128091	HOLT OF CALIFORNIA	Trencher Rental - Southworth WWTP Sprayfields Project	10/31/2017	886.30
127912	HOTEL LEGER	Mokelumne River Association Meeting 10/17	10/06/2017	356.30
127914	HUGHESNET	Internet Service 10/17 - FMWWTP	10/06/2017	82.23
127975	HUGHESNET	Internet Service 10/17 - AWWTP	10/13/2017	80.94
128027	HUNT & SONS, INC	Fuel - WP	10/20/2017	1,062.24
128092	HUNT & SONS, INC	Fuel - Copper	10/20/2017	1,823.90
127916	INSTRUMENT TECHNOLOGY CORP.	Repair Line Locator - CCWHSE	10/31/2017	504.34
127976	IRON MOUNTAIN	Document Destruction 09/17	10/06/2017	73.01
128093	KASL CONSULTING ENGINEERS	Engineering Services - EP Reach 1 Pipeline Replacement Project	10/31/2017	15,788.00 (E)
127917	KELLY'S BACKFLOW SERVICES, INC.	Backflow Testing - CC	10/06/2017	1,396.70
127917	KELLY'S BACKFLOW SERVICES, INC.	Backflow Testing - JL	10/06/2017	2,604.01
127917	KELLY'S BACKFLOW SERVICES, INC.	Backflow Testing - WP	10/06/2017	990.00
127918	KENNEDY/JENKS CONSULTANTS	Engineering Services - Copper Cove WW Master Plan	10/06/2017	14,923.75
128028	LAKE TULLOCH TRUE VALUE	Tissue/Towels/Tarp/Broom/Tape/Primer/Fittings/Gloves - CCWHSE	10/20/2017	206.99
128029	LEE & RO, INC	Engineering/Design Services-CC L/S's 8,12,13 & Force Main Bypass	10/20/2017	921.80 (E)
128029	LEE & RO, INC	Engineering/Design Services-CC L/S's 15,16 Renovations	10/20/2017	921.79 (E)
128094	LIEBERT CASSIDY WHITMORE	Legal Services 09/17	10/31/2017	3,194.00
128031	MANTECA TRUCK ACCESSORIES	Hitch Pins - Vehicle #131	10/20/2017	54.13
128032	MATHESON TRI-GAS, INC	Liquid Oxygen - JLWTP	10/20/2017	4,969.92
127979	MODESTO AIRCO GAS & GEAR	Cylinder Rental 09/17	10/13/2017	99.00
127980	MOTHER LODGE ANSWERING SERVICE	Answering Service 10/17	10/13/2017	604.60
127920	MOUNTAIN OASIS WATER	Water/Supplies 09/17	10/06/2017	152.60
128033	MUNICIPAL MAINTENANCE EQUIP	Wear Plate/Nozzle/Spray Gun - Vehicle #135	10/20/2017	636.90
127921	MUTUAL OF OMAHA	Life/AD&D/LTD Insurance 10/17	10/06/2017	6,146.07
127981	NASH CHEVRON	Tire Repair - Vehicle #538	10/13/2017	20.00
128095	NEOFUNDS BY NEOPOST	Postage 10/17	10/31/2017	1,000.00
127982	NEOPOST USA INC	Maintenance Agreement Folder/Sorter 11/17	10/13/2017	326.09
127983	NEW YORK LIFE	Life Insurance 09/17	10/13/2017	1,290.16 (C)
127922	NORTHSTAR CHEMICAL	Sodium Hypochlorite - CCWTP	10/06/2017	958.29

AP Disbursement
October 1-31, 2017

Check No.	Vendor/Employee	Transaction Description	Date	Amount
128034	NORTHSTAR CHEMICAL	Sodium Hypochlorite - WPWWTP	10/20/2017	593.63
128034	NORTHSTAR CHEMICAL	Sodium Hydroxide - LCWWTP	10/20/2017	2,068.32
128096	NORTHSTAR CHEMICAL	Sodium Hypochlorite - JLWTP	10/31/2017	1,814.81
127923	NTU TECHNOLOGIES INC	Ferric Sulfate - CCRCP	10/06/2017	8,960.00
128035	O'CONNELL & DEMPSEY, LLC	Consulting Services Federal Legislative Advocacy 09/17	10/20/2017	4,000.00
127977	OFFICES OF JOHN S. MILLS	Consulting Services Strategic Water Resource Planning 09/17	10/13/2017	4,987.50
128098	O'REILLY AUTO PARTS	Oil/Wiper Blades/Flasher/Relays/Connectors - Vehicle #120	10/31/2017	326.12
128098	O'REILLY AUTO PARTS	Hitch Security Kit - Vehicle #707	10/31/2017	42.89
128098	O'REILLY AUTO PARTS	Gauge/Towels/Drawer Liners/Cleaners - EP Shop	10/31/2017	36.42
127924	P G & E	Power 09/17 - JLTC	10/06/2017	275.49
127925	P G & E	Power 09/17 - Warmwood L/S	10/06/2017	17.35
127926	P G & E	Power 09/17 - Woodgate L/S	10/06/2017	19.42
127984	P G & E	Power 09/17 - CC Water Tank	10/13/2017	36.08
127985	P G & E	Power 09/17 - OP HQ	10/13/2017	15.63
128036	P G & E	Power 10/17 - Hwy 26	10/20/2017	9.85
128099	P G & E	Power 10/17 - District Wide	10/31/2017	2,220.72
128100	P G & E	Power 10/17 - Wallace Spray Fields	10/31/2017	20.98
128101	P G & E	Power 10/17 - OP HQ	10/31/2017	19.72
127927	PACE SUPPLY CORP	Gaskets - Collections	10/06/2017	11.20
128037	PACE SUPPLY CORP	Clamps/Shut Off Valves/Couplings - CCWHSE	10/20/2017	2,747.53
128037	PACE SUPPLY CORP	Gaskets/Bolt Sets/Gate Valve - EP Reach 3A PRV Repair	10/20/2017	4,070.15 (B)
127986	PARRIS SCOTT ROOFING	Repair Roof - Hunter's WTP Pump Station	10/13/2017	2,500.00
127987	PAYMENTUS GROUP INC	Payment Processing 09/17	10/13/2017	5,103.00
128102	PETERSON BRUSTAD INC	Engineering Services - Jenny Lind Water Master Plan Update	10/31/2017	4,710.30
128102	PETERSON BRUSTAD INC	Engineering Services - Copper Cove Water Master Plan Update	10/31/2017	3,040.80
128102	PETERSON BRUSTAD INC	Bid Support Services - JLWTP Pre-Treatment Facility	10/31/2017	28,119.04 (B)
127930	POTRERO HILLS LANDFILL	Bio-Solids Disposal - AWWTP	10/06/2017	261.24
128104	RATTERMAN, SCOTT	Travel 10/17	10/31/2017	49.76
128105	ROCK CREEK LANDFILL	Brush Disposal - Southworth WWTP	10/31/2017	2.00
127989	SAM BERRI TOWING	Tow Service - Vehicle #522	10/13/2017	125.00
128106	SEIU LOCAL 1021	Union Dues 10/17	10/31/2017	2,696.36 (C)
127932	SENDERS MARKET INC	Vibration Plate Rnti/Fittings/PVC Cement/Gas Can - Southworth WWTP	10/06/2017	1,460.78
127932	SENDERS MARKET INC	Booster Pump/Hose Valve Assembly - Collections	10/06/2017	1,411.71
127932	SENDERS MARKET INC	Cleaning Supplies - Meter Readers	10/06/2017	22.16
127932	SENDERS MARKET INC	Sump Pump/Shears/Bags/Fasteners - LCWWTP	10/06/2017	197.90
127932	SENDERS MARKET INC	Shovels/Gloves/Tape/Bags/Bucket/Fittings - LCWHSE	10/06/2017	120.30
127932	SENDERS MARKET INC	Soap/Supplies - JL Shop	10/06/2017	34.67
127932	SENDERS MARKET INC	Ball Valves - CCWTP	10/06/2017	19.29
127933	SIERRA MOTORS	Oil/Lube - Vehicle #138	10/06/2017	43.52
128107	SLAKEY BROS - JACKSON	Clamps/Pipes/Fittings/Couplings - White Pines Barn	10/31/2017	6,053.10
127934	SONORA RENTALS & SALES, INC.	Tractor Rental - Hunter's WTP Sludge Removal	10/06/2017	1,137.00



AP Disbursement
October 1-31, 2017

Check No.	Vendor/Employee	Transaction Description	Date	Amount
127990	STAPLES CREDIT PLAN	Office Supplies	10/13/2017	2,234.37
128108	STRANGE, TERRY	Travel 10/17	10/31/2017	269.64
127935	SUTTON, MARK	Truck Rental - Construction Crew	10/06/2017	2,800.00
128109	SWRCB	Water Distribution Operator, Grade 1 Certification Request-Kirschman	10/31/2017	70.00
127991	TELEDYNE INSTRUMENTS, INC	Ozone Analyzer - JLVWTP	10/13/2017	6,275.80
127992	TELENATIONAL COMMUNICATIONS	Internet Service 09/17 - Wallace	10/13/2017	41.94
128038	THE CAR DOCTOR	Oil/Lube - Vehicle #712	10/20/2017	73.59
127988	THE RED STORE	Gas Can - DFVCTO WWTP	10/13/2017	15.39
128110	THOMAS, RUSS	Travel 10/17	10/31/2017	205.98
127993	THUNDER MOUNTAIN ENTERPRISES	SWPPP Review - EP Reach 3A Pipeline Replacement Project	10/13/2017	296.48 (B)
127936	TIFCO INDUSTRIES	Electrical Terminals/Fuses/Disc/Rust Eliminator - JL Shop	10/06/2017	347.33
127994	TIFCO INDUSTRIES	Nuts/Bolts - CCWHSE	10/13/2017	147.18
128111	TIFCO INDUSTRIES	Electrical Terminals/Rivets/Clamps - EP Shop	10/31/2017	194.45
127937	TIRE RACK	Tires (4) - Vehicle #131	10/06/2017	785.36
127937	TIRE RACK	Tires (4) - Vehicle #608	10/06/2017	675.08
128040	TOSHIBA INTERNATIONAL CORPORATION	UPS Repair Parts/Labor/Travel - CCWTP	10/20/2017	5,969.75
127938	TREATS GENERAL STORE INC	Cleanser/Sponge/Liquid Soap - OP HQ	10/06/2017	16.34
127938	TREATS GENERAL STORE INC	Mountain Counties Meeting Supplies	10/06/2017	15.71
128041	TURNER, DOUGLAS	Safety Boot Reimbursement	10/20/2017	200.00
ACH	UMPQUA BANK	VacCon Truck Loan Payment, July-Sept 2017	10/26/2017	17,628.33
128042	UMRWA	Membership Renewal 10/17-09/18	10/20/2017	16,848.00
128112	UNDERHILL, BERTHA	Travel 10/17	10/31/2017	279.81
128043	UNION DEMOCRAT	Water Treatment Plant Operator Recruitment Ad	10/20/2017	361.44
127995	UNION PUBLIC UTILITY DISTRICT	Water Service 09/17 - Vallecito	10/13/2017	153.00
128044	UNITED CIRCUIT BREAKERS, INC	500 Amp Breaker - Hunter's WTP	10/20/2017	1,348.43
127996	UNITED PARCEL SERVICE	Shipping 09/17	10/13/2017	64.36
128113	UNITED PARCEL SERVICE	Shipping 10/17	10/31/2017	121.80
127997	US BANK CORP TRUST SVCS	Fiscal Agent Admin Fee - Saddle Creek	10/13/2017	2,310.00 (C)
128114	US FOREST SERVICE	FY 2017 Wildlife Mitigation - FERC License #2409-CA	10/31/2017	25,000.00 (A)
127940	USA BLUE BOOK	Dispensers/Sample Cells/pH Buffer/Dipper - FMWWTP	10/06/2017	404.70
128046	VERIZON WIRELESS	Cell Phones 09/17	10/20/2017	1,426.00
127941	VOLCANO TELEPHONE COMPANY	Phone 09/17	10/06/2017	501.26
128047	WAGEWORKS	FSA Admin 09/17	10/20/2017	190.00
128048	WECO INDUSTRIES	Camera Repair/Fiberglass Poles - Vehicle #133	10/20/2017	1,442.93
128048	WECO INDUSTRIES	Sewer Plugs/Inflation Hose - Collections Crew	10/20/2017	974.74
127942	WEST POINT FIRE	Hydrant Maintenance (90) - WFP	10/06/2017	1,800.00
127943	WEST POINT LUMBER INC	Extractor/Fittings/Antifreeze - WPPWWTP	10/06/2017	97.52
127943	WEST POINT LUMBER INC	Fittings/Ball Valve/Union - WPPWWTP	10/06/2017	57.33
127943	WEST POINT LUMBER INC	Utility Knife - Construction Crew	10/06/2017	12.86
127943	WEST POINT LUMBER INC	Pipe/Lumber/Stakes/Concrete - Wiseville P/S	10/06/2017	113.65
127944	WESTECH ENGINEERING, INC	Media Retainer Screens/Gaskets - JLVWTP	10/06/2017	6,059.66

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 AP Disbursement
 October 1-31, 2017

Check No.	Vendor/Employee	Transaction Description	Date	Amount
EFT	WEX BANK	Fuel 09/17	10/11/2017	10,144.55
127945	WILLDAN	Assessment District Services - West Point	10/06/2017	362.23 (C)
127945	WILLDAN	Assessment District Services - Arnold	10/06/2017	933.53 (C)
127945	WILLDAN	Assessment District Services - DaLee/Cassidy	10/06/2017	418.35 (C)
127945	WILLDAN	Assessment District Services - Fly In Acres	10/06/2017	580.73 (C)
127945	WILLDAN	Assessment District Services - Wallace	10/06/2017	563.55 (C)
127945	WILLDAN	Assessment District Services - Saddle Creek	10/06/2017	1,986.59 (C)
128049	WILLE ELECTRIC SUPPLY CO INC	Fittings/Tape/Adapters/PVC Cement/Pull Line - Southworth WWTP	10/20/2017	84.90
128049	WILLE ELECTRIC SUPPLY CO INC	Transformer - Hunter's WTP	10/20/2017	472.06
128049	WILLE ELECTRIC SUPPLY CO INC	Wire Nuts - Vehicle #720	10/20/2017	35.00
127946	WILSON, JIM	Road Repair - Poker Flat/Copper Meadows	10/06/2017	7,160.00
	Employee Medical Reimbursements (1)			205.00
	Customer Refunds (4)			1,350.03
		Total October 2017 AP Disbursements		<u>938,031.93</u>

Agenda Item

DATE: November 8, 2017
TO: Dave Eggerton, General Manager 
FROM: Jeffrey Meyer, Director of Administrative Services 
SUBJECT: Review and Direction of the FY 2017-18 First Quarter Investment Report

RECOMMENDED ACTION:

Discussion/direction regarding FY 2017-18 First Quarter Investment Report.

SUMMARY:

Stated below are cash and investment balances for June 30, 2017 and September 30, 2017 and the change in respective balances:

	<u>06/30/17</u>	<u>09/30/17</u>	<u>Change</u>
Cash, Umpqua Bank (general account)	\$ 1,883,950	\$ 2,948,277	\$ 1,064,327
Cash on Hand, Petty Cash & Cash Drawer	600	600	-
Local Agency Investment Fund (LAIF)	21,003,091	20,547,904	(455,187)
Money Market Accounts	3,621,924	3,638,669	16,745
Bond Investments*	93,338	85,500	(7,838)
CDARS Accounts	1,756,500	-	(1,756,500)
Certificates of Deposits*	2,608,512	2,612,533	4,021
Trustee Accounts	<u>521,791</u>	<u>522,087</u>	<u>296</u>
Total Cash and Investments	<u>\$ 31,489,706</u>	<u>\$ 30,355,570</u>	<u>\$ (1,134,136)</u>

**Bonds based on Market Value*

District Funds	\$ 29,374,980
Trustee Accounts	522,087
Assessment District Funds	<u>458,503</u>
Total Funds	<u>\$ 30,355,570</u>

This report is for the first quarter of FY 2017-18 and covers the months of July through September 2017. The District posted investment earnings of \$7,932 during this quarter. Quarterly activity included receipt of the final FY 16-17 County Property Tax Disbursement, \$249,545, maturity of the CDAR's investment, \$1,757,745 and a \$500,000 transfer in from LAIF. In September the final payment of the 2013 Refunding Bond Loan was made, and along with other debt service obligations, \$1,839,181 was disbursed by the District.

FINANCIAL CONSIDERATIONS:

On September 20th the Federal Open Market Committee (FOMC) voted to maintain the federal funds target range between 1.00% and 1.25%. Recent economic data supports the Fed's decision as the labor market continues to show moderate job growth and the unemployment rate remains low (4.4%). Overall, economic activity has increased, albeit at a moderate level. Inflation, however, a key Fed indicator, continued its slight decline in the recent quarter, and remains running below the Fed's long term objective of 2.0%.

The Fed expects economic activity to remain moderate over the rest of the year, with the labor market strengthening somewhat. Inflation is projected to remain below the 2.0% target in the near term, but over time will move closer to the Fed's 2.0% objective. The Fed will continue to monitor economic activity and when appropriate, will continue its goal to increase the short-term interest rates. The Fed also signaled that in October it will begin its sell off of the \$4.5 trillion of mortgage backed securities and treasuries it bought during the recession.

The Dow, NASDAQ and S&P markets are still strong, and yields on ten-year treasuries have settled into the 220-230 range. LAIF continues to offer competitive daily yields, 1.11% as of September 30, and offers liquidity that time deposits do not. Staff will continue to evaluate the market and will look for the best short term investment options until such time of higher short and medium term interest rates.


CALAVERAS COUNTY WATER DISTRICT

Quarterly Report on Investments

September 30, 2017

Investment	Market Value	Coupon Rate	Date Invested	Date of Maturity	Days to Maturity	% of Portfolio	Invested with
Cost							
\$ 20,547,904	\$ 20,547,904	1.110%	Open	Open	194	73.00%	Local Agency Investment Fund
34,386	34,386	0.010%	Open	Open	5	0.12%	Wells Fargo Money Market
3,604,283	3,604,283	0.420%	June 14, 2007	Open	1	12.81%	Umpqua Bank Money Market
313,972	313,972	0.900%	March 28, 2012	May 1, 2018	213	1.12%	Umpqua Bank Certificate of Deposit
323,001	323,001	0.900%	March 28, 2012	May 1, 2019	578	1.15%	Umpqua Bank Certificate of Deposit
2,000,000	1,975,560	1.300%	July 22, 2016	July 22, 2021	1,391	7.11%	Wells Fargo Bank Certificate of Deposit
800,987	85,500	3.950%	May 5, 2008	November 10, 2009	DEF	2.85%	Lehman Bros Hldgs Med Term Note CUSIP 52517PXT3
522,087	522,087	(Trustee funds from page 2)				1.85%	
\$ 28,146,620	\$ 27,406,693					100.00%	

I certify that all of the investments reported herein are substantially in accordance with the District's Financial Management Policy 7, "Investment Policy Guidelines", the law and other contractual agreements. I further certify the investments reported herein provide for the ability of the District to meet cash flow needs as specified in Financial Management Policy 7.


 Jeffrey Meyer, Director of Administrative Services

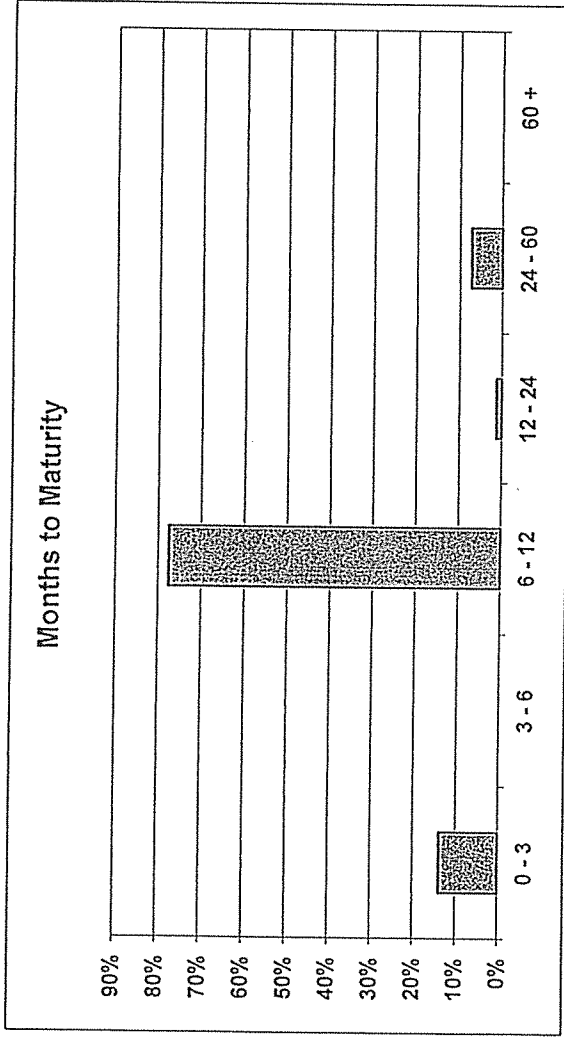
CALAVERAS COUNTY WATER DISTRICT
 Quarterly Report on Investments

September 30, 2017

Trusted Funds:							INVESTED FOR	
Cost	Market Value	% Yield	Date Invested	Date of Maturity	Days to Maturity	Portfolio %	Trustee	
\$ 317,014	\$ 317,014	0.00%	Aug 16, 06	Open	1	60.72%	USBank	2006 Saddle Creek Ltd, Reserve
136,866	136,866	0.01%	Oct 15, 13	Open	1	26.22%	USBank	Fly In Acres Reserve Fund
68,207	68,207	0.01%	Sep 09, 10	Open	1	13.06%	USBank	DaLee/Cassidy Reserve Fund
<u>\$ 522,087</u>	<u>\$ 522,087</u>					<u>100.00%</u>		

Maturity Analysis	Maturity Time Frames	Weighted Average Maturity (The average life in days following the last day of the month)	Fund Class:	No. of Days
\$ 24,186,573	LAI/F/Money Market		General	397
85,500	Maturity in Default		In Years =	1.09
-	Scheduled Maturities in 2017		Trust	1
313,972	Scheduled Maturities in 2018			
323,001	Scheduled Maturities in 2019			
1,975,560	Scheduled Maturities in 2021			
\$ 26,884,606	Total			
522,087	Trustees Investments			
\$ 27,406,693	Total Investments			
\$ 2,948,277	Checking Account Balance			
600	Petty Cash + Change Fund			
<u>\$ 30,355,570</u>	<u>Total Cash & Investments</u>			

Calaveras County Water District
 Monthly Maturity Distribution (Market Value)
 As of September 30, 2017



Months to Maturity	Maturity Distribution	Market Value
0 - 3	14%	\$ 3,724,169
3 - 6	0%	-
6 - 12	78%	20,861,876
12 - 24	1%	323,001
24 - 60	7%	1,975,560
60 +	0%	-
Total		<u>\$ 26,884,606</u>

Months to maturity chart includes Lehman Bros defaulted bond of \$85,500 as of 09/30/17.

Calaveras County Water District
 Portfolio Summary
 As of September 30, 2017

Investments	Par Value	Market Value	Book Value	% of Portfolio	Days to Maturity	Yield to Maturity
Local Agency Investment Fund (LAIF)	20,547,904	20,547,904	20,547,904	74.4%	194	1.11%
Money Market Funds (Wells Fargo)	34,386	34,386	34,386	0.1%	5	0.01%
Money Market Funds (Umpqua)	3,604,283	3,604,283	3,604,283	13.0%	1	0.42%
Non-Negotiable Certificates of Deposit (Umpqua Bank)	636,973	636,973	636,973	2.3%	398	0.90%
Non-Negotiable Certificates of Deposit (Wells Fargo Bank)	2,000,000	1,975,560	2,000,000	7.2%	1,391	1.30%
Medium Term Notes	1,425,000	85,500	800,987	2.9%	DEF	DEF
Total Investments	28,248,546	26,884,606	27,624,533	100%		
Ending Accrued Interest		61,958	61,958			
Total Investments & Accrued Interest:	28,248,546	26,946,564	27,686,491			


Calaveras County Water District
Investment Compliance Checklist
As of September 30, 2017

California Government Code Section	Investment Category	Maximum Maturity	Authorized Investment Limits (Percent of Portfolio)	Percentage Held in Portfolio	Credit Rating Limits	Compliance
16429.1	Local Agency Investment Fund (LAIF)	None	*	74%	n/a	Yes
53601(1)	Money Market Funds (Wells Fargo)	None	20%	0%	(1)	Yes
53601(1)	Money Market Funds (Umpqua)	None	20%	13%	(1)	Yes
53684	Non-Negotiable Certificate of Deposit (Umpqua Bank)	2 years	40%	2%	n/a	See Note
53684	Non-Negotiable Certificate of Deposit (Wells Fargo Bank)	2 years	40%	7%	n/a	Yes
53601(k)	Medium Term Notes	5 years	30%	3%	A or >	Yes
				100%		

(1) Highest ranking by 2 of 3 of the nationally recognized rating agencies
*LAIIF currently allows a maximum of \$50 million per account.

Note: These Certificates of Deposit are held for Loan Collateral

Agenda Item

DATE: November 8, 2017
TO: Board of Directors
FROM: Dave Eggerton, General Manager 
SUBJECT: Designate Representative for Election of ACWA Officers

RECOMMENDED ACTION:

Motion: _____ / _____ to designate a CCWD Representative to cast ballot for election of ACWA officers at the ACWA Fall Conference November 28 through December 1, 2017, in Anaheim.

SUMMARY:

The Association of California Water Agencies general session membership meeting is to formally nominate and elect ACWA's President and Vice President for the 2018-19 term.

To cast a ballot at the general membership meeting, agency members must designate a voting representative and return a proxy designation form prior to the meeting to vote for ACWA's President and Vice President. The Board of Directors can designate one of its members or the General Manager as a designee who will be attending the Fall Conference and can cast a vote on behalf of CCWD.

FINANCIAL CONSIDERATIONS: None.

Attachments: ACWA Memorandum on General Membership Meeting and Voting Procedures
Proposed Amendment to ACWA Bylaws



MEMORANDUM

TO: ACWA Members: General Managers and Board Presidents

CC: ACWA Board of Directors

FROM: Timothy Quinn, ACWA Executive Director

DATE: October 11, 2017

SUBJECT: General Session Membership Meeting at ACWA 2017 Fall Conference

There will be a General Session Membership Meeting at the 2017 Fall Conference in Anaheim, California, on Wednesday, November 29. The meeting will be held in the Platinum Ballroom 1-6, Marriott Anaheim, at 1:20 p.m. The purpose of the meeting is to formally nominate and elect ACWA's President and Vice President for the 2018-2019 term and to conduct a vote by the membership on proposed amendments to ACWA's Bylaws as recommended by the Board of Directors at its meeting on September 29, 2017.

Election of President/Vice President

The ACWA Nominating Committee has announced a 2018-2019 slate that recommends current Vice President Brent Hastey for ACWA President and current Federal Affairs Committee Chair Steven LaMar for ACWA Vice President. As provided by ACWA's Bylaws (Article 9, Section 9) nominations from the floor will be accepted prior to the vote. Such nominations and seconds must be supported by a resolution of the governing body of the member agency making and seconding such nomination. (See attached for General Session/Election Procedures.)

Proposed Amendments to ACWA's Bylaws

As part of the ongoing efforts to ensure ACWA's Bylaws are current and reflect consistency with other governance documents and daily operations, the Board of Directors is recommending several amendments to the bylaws for consideration by the membership. A Legal Affairs Committee (LAC) Workgroup reviewed the proposed amendments and provided an analysis pursuant to ACWA's Bylaws (Article 9, Section 8).

Following is a list of the proposed amendments to the bylaws along with the rationale for the change and the LAC Workgroup's analysis.

Article 7 – Standing Committees

1. **Section 4. Committee Composition.** Each limited standing committee shall have a membership composition that is comprised of members in the quantity and with qualifications as defined by the provisions of these bylaws. The committee chair position shall not be included in the maximum count for determining the committee composition total of any given limited committee. The committee chair shall, however, be a voting member of their respective committee subject to the rules and procedures of each committee.

Rationale: Staff is recommending this amendment to the bylaws to allow the President flexibility in appointing members to limited standing committees and to provide an odd number committee composition total.

LAC Workgroup Analysis: The proposed revision is clear and meets its intended purpose.

2. **Committee Composition Terms in Sections 5 through 17.**

Rationale. Staff noted that the use of the term “individual” versus “representative” (and one instance of “member”) was inconsistent throughout the committee composition description for each of the standing committees in Article 7. Staff asked the LAC Workgroup to review Section 1, Qualifications, as well as each of the committee descriptions to make a determination as to which term best applies for all of the committees for purposes of consistency throughout Article 7.

LAC Workgroup Analysis: Reading of the various ACWA committee sections suggests that “Member” would be the most appropriate word for consistency throughout the bylaws. However, the use of a single term, may require some minor revisions to surrounding text for clarity (for an example see Section 15 (State Legislative Committee) where “member” is separately used to denote a “member agency” and so would need to state “member-agency” consistently to accommodate the more general use of “member” throughout the bylaws).

Staff Response: Staff revised the terms in the committee section descriptions (Sections 5 through 17) to “member” for consistency and the surrounding language where needed in response to the LAC Workgroup’s analysis. (See attached bylaws for proposed amendments to these sections.)

3. **Section 5. Agriculture Committee.** There shall be an Agriculture Committee whose duty it shall be to recommend Association policy, positions and programs to the Board of Directors, State Legislative Committee, Federal Affairs Committee or other committees, as appropriate, regarding agricultural issues affecting the interests of ACWA and its members. The committee shall consist of at least one member from each region.



Rationale: The 2016-2017 Business and Strategic Plan initiative to increase involvement and engagement from ACWA's agricultural members has successfully generated momentum amongst ACWA's agricultural members and a renewed attention to and involvement in key policy issues that uniquely affect agricultural water suppliers. Amidst this success, a concern has arisen that the momentum could be lost once the Board of Directors finishes its current term and the initiative sunsets. This concern has sparked the suggestion that ACWA should consider creating an Agriculture Committee as the thirteenth standing committee of the Association to continue the objectives of the Ag Initiative long-term.

LAC Workgroup Analysis: The proposed revision is clean and meets its intended purpose.

4. **Section 12. Legal Affairs Committee.** There shall be a Legal Affairs Committee whose duty it shall be to support the mission of the Association, and more particularly to deal with requests for assistance involving legal matters of significance to members of the Association ~~agencies~~, including but not limited to state and federal court litigation, water rights matters, selected regulatory and resources agency matters, proposed bylaw revisions, review of legislation as requested by the State Legislative Committee, etc. The committee shall consider matters and issues submitted to it in order to determine which ones are of major significance to the members of the Association ~~agencies~~ and, assuming a finding of major significance, recommend to the Board of Directors the position(s) which the committee believes the Association should take with respect thereto. The committee shall be composed of between ~~35~~ 34 and ~~45~~ 44 attorneys, each of whom shall be a member of the California Bar and shall be, or act as, counsel for a member of the Association ~~agency~~, representing diverse interests within the Association, including but not limited to, different geographical areas throughout the state, large and small agencies, agricultural and urban agencies, agencies created under the various enabling statutes, etc. ~~Further, there shall be at least one representative from each region on the committee.~~ The committee shall consist of a least one member from each region.

Rationale: Change the committee composition range so there is a resulting odd number total when the chair is added.

LAC Workgroup Analysis: Considered together with the general change in Section 4, Committee Composition, above, this change accomplishes its purposes and maintains the current overall LAC membership numbers.

Article 9 – Meeting of Members

5. **Section 8. Amendments, Revisions, and Resolutions.** Before any amendments or revisions to the bylaws, or resolutions, may be considered at any meeting of the Association, any such amendment, revision, or resolution shall be submitted to the executive director/secretary at least ~~30~~ 90 days prior to the first day of such meeting. The executive director/secretary shall promptly distribute any



proposed amendments or revisions to the Legal Affairs Committee for the Legal Affairs Committee to develop an unbiased analysis of the amendments or revisions. Following development of an analysis for the proposed amendments or revisions, the executive director/secretary shall distribute copies of any resolutions, amendments or revisions, including any applicable analyses, to all members of the Association ~~at least five~~ not less than 10 days or more than 90 days prior to presentation at such meeting. The written notice of the membership meeting shall be given to each voting member of the Association consistent with the provisions defined in Section 3. The ~~30~~ 90-day rule may be suspended at any meeting of the Association by consent of three-fourths of the members present. Voting on resolutions, amendments, or revisions shall proceed as provided by Sections ~~3~~ 5 and ~~4~~ 6 of this Article.

Rationale: Staff recommended that the deadline for submitting requests for amendments, revisions, and resolutions be changed from 30 to 120 days prior to any membership meeting to provide the Legal Affairs Committee sufficient time to review and develop the required analysis and for staff to provide adequate notice to the members as set forth in Article 9, Sections 3 and 4 of the bylaws. **Note:** Staff typically notifies ACWA members at least 45 days prior to a given membership meeting to allow the member agency boards adequate time to designate their authorized voting representative.

LAC Workgroup Analysis: This proposed revision is clear and meets its intended purpose. However, workgroup members did express some concern that the 120-day submission requirement may unduly limit the Association's ability to quickly respond to state or federal legislative or administrative acts appropriately. A supermajority of the Association may vote to suspend the requirement, however, it may be advisable to require only 90-days for submission while retaining the general Association distribution timing of no later than 10-days and no earlier than 90-days prior to presentation at an Association meeting.

Staff Response: Staff revised the proposed amendment to state 90 days instead of 120 days in response to the LAC Workgroup's analysis.

The Board of Directors recommends adoption of the proposed amendments to ACWA's Bylaws through a vote of the membership.

Webinar on Proposed Amendments to Bylaws

ACWA staff is hosting a webinar on **Tuesday, November 7, at 10:00 a.m.** in advance of the membership meeting to answer any questions members may have pertaining to the proposed amendments to the bylaws. Please register for the webinar at the link listed below:

Please register for Bylaws Webinar on Nov 07, 2017 10:00 AM PST at:

<https://attendee.gotowebinar.com/register/18153322847132675>

After registering, you will receive a confirmation email containing information about joining the webinar.



Membership Voting Process

ACWA will issue each member agency **present** one proxy card for voting purposes based on the designated voting representative identified by the member agency on the proxy designation form. The designated voting representative is required to register and sign as the proxy holder to receive the proxy card. Proxy cards will **only** be available for pick-up on **Wednesday, November 29**, between **9:00 a.m. and 12:00 p.m.** at the **ACWA General Session Desk** in the main foyer outside of the **Marquis Ballroom Center, Marriott Anaheim**. The luncheon and General Session Membership Meeting will be held in the Platinum Ballroom 1-6.

To expedite the sign-in process at the **ACWA General Session Desk**, please indicate your voting delegate on the enclosed proxy designation form and return it by email (donnap@acwa.com) or fax (**916-325-4857**) at your earliest convenience prior to conference. If there is a last minute change of delegate, please let us know before the meeting date by contacting ACWA's Clerk of the Board, Donna Pangborn, at 916-441-4545 or donnap@acwa.com.

If you have any questions regarding this process, please contact Clerk of the Board Donna Pangborn at the ACWA office at 916-441-4545 or donnap@acwa.com.

dgp

Enclosures:

1. General Session/Election Procedures
2. Proposed ACWA Bylaws Amendments – Redline Version
3. Proxy Designation Form

GENERAL SESSION/ELECTION PROCEDURES FOR ACWA 2017 FALL CONFERENCE

The following information is provided to inform the ACWA member agency delegates attending the 2017 Fall Conference of the procedures to be used pertaining to the nomination and election of ACWA officers and the vote by the membership on proposed amendments to the bylaws during the General Session Membership Meeting.

PROXY CARDS – (REQUIRED FOR VOTING)

ACWA will issue each member agency present one proxy card for voting purposes based on the designated voting representative identified by the member agency. In order to vote during the General Session Membership Meeting, the designated voting representative is required to register and sign as the proxy holder by 12:00 p.m. on Wednesday, November 29. Upon registration and sign-in, the voting delegate will receive the required proxy cards. Proxy cards will be available for pick-up on Wednesday, November 29, between 9:00 a.m. and 12:00 p.m. at the ACWA General Session Desk in the main foyer outside of the Marquis Ballroom Center, Marriott Anaheim. The luncheon and General Session Membership Meeting will be held in the Platinum Ballroom 1-6.

GENERAL SESSION MEMBERSHIP MEETING, WEDNESDAY, NOV. 29 (DOORS OPEN AT 1:05 P.M.)

1. The General Session Membership Meeting will be called to order at 1:20 p.m. and a quorum will be determined. The presence of 50 authorized voting representatives is required to establish a quorum for transacting business.
2. Legal Affairs Committee Chair Jeni Buckman will provide an overview of the agenda and election procedures.
3. Nominating Committee Chair John Coleman will present the committee's report and announce the candidate for ACWA President.
4. President Kathy Tiegs will call for floor nominations for ACWA President.
5. If there are no floor nominations for President, the election will proceed. President Tiegs will close the nominations and delegates will vote by holding up their "Yes" or "No" proxy voting cards.
6. If there are floor nominations for President, the nomination will follow the procedures established by Article 9 of ACWA's Bylaws, stating floor nominations and seconds must be supported by a resolution of the governing body of the member agency making and seconding such nomination. **Note: If there are floor nominations, the election of officers will proceed during Wednesday's General Session as outlined below and the proposed bylaws amendments will move to the Thursday General Session Membership Meeting as outlined in item 12 below.**
 - a. Ballots will be distributed to the voting delegates.
 - b. Delegates will complete their ballots and place them in the ballot box, which will be centrally located in the Platinum Ballroom 1-6 meeting room.
 - c. Tellers' Committee will count the ballots. President Tiegs has appointed the following staff members to serve as the Tellers' Committee: Clerk of the Board Donna Pangborn; Director, Business Development & Events Paula Currie; and Executive Assistant Lili Vogelsang.
 - d. Legal Affairs Committee Chair Jeni Buckman will serve as the proctor to oversee the ballot counting process.
 - e. Candidates are welcome to designate an observer to be present during the ballot counting process.
 - f. Results of the ballot count will be announced. Election of ACWA's officers will be determined by a majority of the members present and voting. If any one candidate does not receive a majority of the vote, successive ballot counts will be conducted until a candidate is elected, consistent with Robert's Rules of Order.

7. Nominating Committee Chair John Coleman will announce the candidate for ACWA Vice President.
8. President Kathy Tiegs will call for floor nominations for ACWA Vice President.
9. If there are no floor nominations for Vice President, the election will proceed. President Tiegs will close the nominations and delegates will vote by holding up their "Yes" or "No" proxy voting cards.
10. If there are floor nominations for Vice President, the nominations will follow the procedures described in item 6 above, and the election will proceed according to the steps outlined in 6.a. through 6.f.

IF THERE ARE NO FLOOR NOMINATIONS FOR THE ELECTION OF OFFICERS, THE WEDNESDAY GENERAL SESSION MEMBERSHIP MEETING WILL PROCEED WITH A VOTE ON THE PROPOSED AMENDMENTS TO THE BYLAWS.

11. Legal Affairs Committee Chair Jeni Buckman will provide an overview of the proposed amendments to the bylaws.
 - a. Consideration of amendments to the bylaws.
 - b. Request for motion / second from the floor to approve the proposed amendments to the bylaws.
 - c. Discussion of proposed amendments.
 - d. Opportunity for members to offer changes to proposed amendments to the bylaws. Any proposed changes to the bylaw amendments as currently proposed require a majority vote of the voting members present.
 - e. Call for the question. A two-thirds vote of the members present and voting is required to amend the ACWA Bylaws.

IF THERE ARE FLOOR NOMINATIONS FOR THE ELECTION OF OFFICERS, THE OVERVIEW AND VOTE ON THE PROPOSED AMENDMENTS TO THE BYLAWS WILL BE TAKEN UP AT THE GENERAL SESSION MEMBERSHIP MEETING ON THURSDAY AS FOLLOWS.

12. The vote by the membership on the proposed amendments to the bylaws will occur at the Thursday, General Session Membership Meeting, at the Platinum Ballroom 1-6, Anaheim Marriott, at 1:20 p.m.
 - a. The General Session Membership Meeting will be called to order at 1:20 p.m. and a quorum will be determined. The presence of 50 formally designated voting representatives is required to establish a quorum for transacting business.
 - b. Legal Affairs Committee Chair Jeni Buckman will provide an overview of the proposed bylaws amendments.
 - c. The meeting will proceed according to the steps outlined 11.a. through 11.e. above.



PROXY DESIGNATION FORM

ASSOCIATION OF CALIFORNIA WATER AGENCIES
 GENERAL SESSION MEMBERSHIP MEETING(S)
 WEDNESDAY, NOVEMBER 29, 2017 AT 1:20PM
 THURSDAY, NOVEMBER 30, 2017 AT 1:20PM (IF NEEDED)

TO: Donna Pangborn, Clerk of the Board

EMAIL: donnap@acwa.com

FAX: 916-325-4857

The person designated below will be attending the ACWA General Session Membership Meeting(s) on Wednesday, November 29, 2017 (and November 30, 2017 if necessary) as our voting delegate.

MEMBER AGENCY'S NAME	AGENCY'S TELEPHONE No.
MEMBER AGENCY'S AUTHORIZING REPRESENTATIVE	SIGNATURE
DELEGATE'S NAME	SIGNATURE
DELEGATE'S EMAIL	DELEGATE'S TELEPHONE No.
DELEGATE'S AFFILIATION (if different from assigning agency) ¹	DATE

¹ If your agency designates a delegate from another entity to serve as its authorized voting representative, please indicate the delegate's entity in the appropriate space above. Note: Delegates need to sign the proxy form indicating they have accepted the responsibility of carrying the proxy.

REMINDER: Proxy cards will be available for pick up on Wednesday, November 29, between 9:00 a.m. and 12:00 p.m. at the ACWA General Session Desk in the main foyer outside of the Marquis Ballroom Center, Marriott Anaheim. The luncheon and General Session Membership Meeting will be held in the Platinum Ballroom 1-6.



BYLAWS of the Association of California Water Agencies

Proposed Amendments – redline version: September 29, 2017



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BYLAWS OF THE
ASSOCIATION OF CALIFORNIA WATER AGENCIES

(As amended by the Members on December 2, 2015)

ARTICLE 1 – GENERAL

Section 1. Name. The name of this California nonprofit corporation shall be the Association of California Water Agencies (hereinafter referred to as the Association).

Section 2. Principal Office. The principal office for the transaction of business of the Association is located at 910 K Street, Suite 100, Sacramento, California; provided, however, that the Board of Directors may change the location of the principal office by resolution and without amendment of these bylaws.

Section 3. Purposes. The purposes of the Association shall be to work together with its members and others for the best interests of California and its citizens and landowners who use, need and depend upon water; to encourage the orderly development of the waters of the state; to seek means of obtaining and making available to all of California a dependable water supply of the best possible quality at the lowest possible cost, giving due consideration to environmental factors involved therein; to provide inspiration and leadership in meeting and solving the water supply problems of this state; to propose and advocate such policies and measures—local, state and federal—that serve the best interests of the Association, opposing those of contrary nature; to assist in promoting the health, safety and welfare of the employees of its members; and to do all other things that are in the best interests of its members.

ARTICLE 2 – MEMBERSHIP AND DUES

Section 1. Membership.

- A. **Members.** Only a public district, public agency, or public organization created and operated for the purpose of controlling, treating, developing, acquiring, using or supplying water for any purpose for inhabitants or lands within the state of California, or for the protection, drainage or reclamation of lands within the state of California, may become a member of the Association. Such an entity will become a member upon written application, approval by the Board of Directors, and the payment of the required dues. Acceptance to membership shall authorize full participation in Association activities. Except as otherwise provided in subsection (B) below, in no case may an organization other than a state, a political subdivision (as defined in § 1.103-1(b) of the Income Tax Regulations) of a state or an entity the income of which is excluded from gross income under § 115 of the Internal Revenue Code be a member of the Association.
- B. **Honorary Life Members.** Any person who has rendered conspicuous service in furthering the purposes of the Association may, by vote of the Board of Directors, be granted an honorary life membership in the Association without payment of dues or assessments. All past presidents of the Association shall automatically be honorary life members without vote of the Board of Directors. Honorary life members shall not be entitled to a vote or to hold office automatically because of their status as honorary life members.
- C. **Termination of Members.** Membership shall cease upon the failure of any member to pay the dues provided for in Section 2 of this Article. The membership of any member may be terminated at any time by such member sending written notification of its intention to withdraw to the Association's principal office. The Board of Directors may terminate the membership of any member upon 30 days' written notice by first-class mail when it is determined at any regular Board meeting or at any special Board meeting called for that purpose that continuance of such membership would not be in the best interests of the Association. Withdrawal or termination of membership ends any participation in Association activities and shall terminate a member's interest in the Association's assets.

Section 2. Dues. The annual dues of each member of the Association shall be established by the Board of Directors; provided, however, that any member may apply for a change in its dues because of conditions that differentiate such applicant from other members.

Section 3. Liability of Members. No member shall be liable for any obligation incurred by the Association with the following exception: (1) the payment of the annual dues while it remains a member; and (2) the payment of emergency assessments, which shall not exceed 10 percent of current annual dues for each member in any calendar year while it remains a member. No emergency assessment may be levied against any member during its first two years of membership in the Association.

ARTICLE 3 – OFFICERS

Section 1. President and Vice President.

- A. **General.** The president and vice president of the Association shall be the elected officers of the Association. At the time of their election the president and vice president shall each be an elected or appointed member of the governing body or commission (as appropriate) of a member agency of the Association. The president and vice president shall be elected by the members of the Association at its fall conference in each odd-numbered year, shall take office on January 1 of the calendar year following election, and shall hold office until such time as their successors take office or are appointed. An elected president shall not be permitted to succeed himself/herself to that office. Except as provided in this Article, should vacancies occur in either office of the president or vice president, the Board of Directors shall appoint persons to fill such offices for the unexpired terms thereof.
- B. **President.** The president shall preside at all meetings of the Board of Directors, the Executive Committee, and the general membership; shall appoint members of all committees, including the chair and vice chair of each, upon recommendation from members and regions (as communicated by the region chairs), with each such committee chair and vice chair ratified by the Board of Directors; and shall perform all other duties necessary to carry out the functions of the office. The president shall be a non-voting *ex officio* member of each committee, but shall not be an *ex officio* member of the Nominating Committee or the region boards.

The president may be expelled from office with or without cause, upon the satisfaction of the following two events: (1) a two-thirds vote of the Board of Directors; and (2) a subsequent simple majority vote of the members of the Association during a meeting of the membership.

- C. **Vice President.** The vice president shall, in the absence of the president, assume all of the duties of that office and, if a vacancy occurs, succeed thereto for the unexpired term. The vice president shall sit as a member of the Executive Committee of the ACWA Joint Powers Insurance Authority and shall perform such other duties as assigned by the president.

Section 2. Executive Director/Secretary and Controller/Treasurer.

- A. **General.** The executive director/secretary and controller/treasurer of the Association shall also be officers of the Association. The executive director/secretary shall be appointed by and hold office at the pleasure of the Board of Directors of the Association.
- B. **Executive Director/Secretary.** The executive director/secretary shall: (1) advise and assist the Board of Directors, all committees, the boards of each region, and the workgroups of each region; (2) be responsible for administering the total operations of the Association; (3) employ, direct, and release all employed staff in accordance with the policies adopted by the Board of Directors and consistent with the budget adopted by the Board of Directors; (4) provide relevant

information to the Board of Directors needed by the Board to take actions; (5) give members notice and record minutes of all meetings of the membership, Board of Directors, and Executive Committee; and (6) have such other powers and perform such other duties as may be provided and assigned by the Board of Directors directly or through the president of the Board or the Executive Committee. The executive director/secretary, with the assistance of the controller/treasurer, shall render a report to the Board of Directors at the first meeting following the close of each calendar year showing the membership of the Association, the receipts and expenditures during the year, and the work accomplished during the previous year.

- C. **Controller/Treasurer.** The controller/treasurer shall report to and act under the direction of the executive director/secretary. The controller/treasurer shall be a signatory on all accounts held by the Association and shall act as a fiduciary for all assets of the Association.

ARTICLE 4 – BOARD OF DIRECTORS

Section 1. Membership. The Board of Directors shall consist of:

- A. The Association president and vice president.
- B. The chair and vice chair of each region.
- C. The chair of each standing committee.
- D. The most immediate active past president.
- E. The vice president of the ACWA/Joint Powers Insurance Authority.

Section 2. Term of Office. The term of office of all members of the Board of Directors shall commence on January 1 of the calendar year following election of the president and vice president, except for those persons who serve on the Board of Directors by nature of their position as chairs of standing committees, whose terms shall instead commence upon their ratification by the Board of Directors. Except as provided in Article 4, Section 11, the term of office for all members of the Board of Directors shall terminate on December 31 of the following odd-numbered year two years later, or until their successors take office.

Section 3. Attendance Requirement. Any member of the Board of Directors who misses two consecutive regular Board meetings without being excused by the Board will no longer be a member of the Board of Directors.

Section 4. Regular Meetings. Regular meetings of the Board of Directors shall be held bimonthly at such times and places as the Board may determine.

Section 5. Special Meetings. Special meetings may be called by the president upon the president's own volition or shall be called by the president when requested in writing by five directors. Prior to conducting such a special meeting, the president shall consult with the Executive Committee to ensure

that adequate information is available to the Board of Directors for any necessary decisions; and where such meeting is called upon the president's own volition, the president shall also consult with the Executive Committee as to the necessity of the special meeting. Notice for special meetings shall be provided in the following manner: (1) upon 10 days' written notice sent by mail to each director and addressed to each at the address as shown upon the records of the Association; or (2) upon 48 hours' notice with notice provided by electronic means. When the meeting is called upon the president's own volition, the president shall choose the form of notice; when the meeting is called by a request of five directors, the five directors shall choose the form of notice and the president shall promptly call the meeting. No business except those items described in the notice shall be transacted at any special meeting, except by consent of three-fourths of the members of the Board of Directors present.

Section 6. Meeting Requirements and Quorums. Any meeting, regular or special, may be held in person or by telephone conference, web video conference, or other electronic video screen communication or electronic transmission. At any meeting of the Board of Directors, the attendance of 50 percent of the voting members of the Board of Directors, or their permitted alternates as specified in these bylaws, shall constitute a quorum for the transaction of any business. The Board may hold a closed session for discussion of personnel matters or enforcement of violations of the code of conduct.

Section 7. Alternates. Each region shall designate an alternate for each chair and vice chair, who shall meet the qualification requirements for chair and vice chair, to act at meetings of the Board of Directors when the chair or vice chair is unable to attend. The vice chair of each standing committee will be the alternate to act at meetings of the Board of Directors when the chair is unable to attend. An alternate may not act or vote on behalf of more than one member of the Board of Directors. A member of the Board of Directors may not act as an alternate for any other member.

Section 8. Vacancies for Standing Committee Chairs and Vice Chairs. Should a vacancy occur in the office of any standing committee chair or vice chair before the end of the term, the president shall appoint a new committee chair or vice chair to fulfill the unexpired term of such committee chair or vice chair subject to ratification by the Board of Directors. A vacancy in the office of any such standing committee chair or vice chair as described in the previous sentence shall be deemed to exist when the chair or vice chair: (1) resigns the office; (2) no longer is an officer, employee, or member of the governing body of a member agency of the Association, or other representative duly designated by a member agency of the Association to represent that member; or (3) is otherwise removed by a member agency of the Association.

Section 9. Duties, Authorities, and Delegation. Subject to the provisions and limitations of California Nonprofit Corporation Law, other applicable laws, and the provisions of these bylaws, the Association's activities and affairs are to be exercised by or under the direction of the Association's Board of Directors. The Board of Directors is responsible for the overall supervision, control, and direction of the Association. The Board of Directors shall: (1) employ and release the executive director/secretary; (2) set performance expectations for the executive director/secretary; (3) receive, review, and consider approval of executive director/secretary recommended compensation, other terms and conditions of

employment, and annual evaluations as prepared by the Executive Committee; (4) annually adopt a budget; and (5) set the level of dues for the Association. Except as to the duties listed in the previous sentence, and subject to Article 3, Section 2, the Board of Directors may delegate the supervision, control, and direction of the Association's affairs to any person or group, including a committee, provided the Association Board retains ultimate responsibility for the actions of such person or group. Where such powers are delegated, the delegation shall be documented in writing.

Section 10. Immediate Past President. The immediate past president automatically assumes this position after serving as the Association's elected president and is a voting member of the Board of Directors and Executive Committee. The term of office for the immediate past president shall commence on January 1 of the calendar year following election of the president and vice president and shall terminate on December 31 of the following odd-numbered year two years later. In the event the most immediate active past president is unavailable to serve, the most recent and available active past president in succession shall serve in this capacity.

Section 11. Code of Conduct of Board Members.

- A. **Code of Conduct: Purpose and Adoption.** The Board of Directors shall establish, and update as appropriate, a code of conduct for its Directors that recognizes the Association's commitment of integrity, respect, and fair representation to its members and the public they serve and establishes minimum ethical standards for the performance of the duties of office. The code shall be consistent with the procedural processes contained in this section. The code shall be distributed to all new Directors and shall be distributed annually to all members of the Association.
- B. **Violations and Enforcement Process.** A violation of the code of conduct may result in removal, public censure, or private reprimand of a Director, or such other action as contained in the code of conduct. However, removal and public censure shall be reserved only for serious violations. A Director may not be removed or publically censured absent an affirmative vote of two-thirds of the voting members of the Board of Directors. A Director may be privately reprimanded for a violation of the code of conduct upon the majority vote of the quorum. Complaints of violation of the code of conduct may be filed with the president, or the vice-president if the allegations are made against the president. The president may refer a complaint of violation to the executive director/secretary for investigation. The executive director/secretary may retain a special investigator or special counsel to conduct or assist the investigation. A Director accused of a violation shall be provided a copy of the complaint. A Director that takes any hostile or retaliatory action, directly or indirectly, against a complainant is subject to removal from the Board in conformance with the process identified above. Prior to scheduling a Board action on a complaint, the president shall consult with the Executive Committee and the chair of the Legal Affairs Committee. A Director accused of a violation of the code of conduct shall be provided at least 15 days' written notice of any meeting of the Board at which a determination of enforcement will be considered. A determination of enforcement may be made only at a regular

meeting of the Board and shall be made in closed session. The determinations of the Board under this section shall not be admissible in any criminal or civil proceeding brought against the Director for conduct that violates any other law.

ARTICLE 5 – REGIONS

Section 1. Boundaries of Each Region.

- A. There shall be a maximum of 10 regions within the state. The Board of Directors shall determine the regional boundaries. Insofar as is practicable, the regions shall have a numerical balance in members of the Association; make geographic sense; and promote regional problem solving.
- B. A member of the Association may file a written petition to the Board of Directors requesting a change in regions. Such petition shall set forth the reasons for such requested change. The Board shall, within a reasonable time, act upon such petition and set forth the reasons for its action. Such action by the Board shall be based on factors in (A) above, as well as others deemed by the Board of Directors to be relevant to the decision.

Section 2. Officers.

- A. The officers of each region shall be a chair and vice chair and three to five region board members who shall be elected by the region by September 30, or the preceding Friday if September 30 falls on a weekend, of odd-numbered years. A region may maintain a board of fewer than five but not less than three members as provided in the region's rules and regulations. The officers of the region board shall take office on January 1 of the calendar year following election and shall hold office for two years, or until their successors take office. Regions shall hold elections by electronic ballot. ACWA staff shall verify the legitimacy of the ballots.
- B. The officers of each region shall: (1) exercise the powers and perform duties of the region during the interim between region meetings; and (2) make recommendations to the president regarding appointments to committees. The chair and vice chair shall be the region's representatives to the ACWA Board of Directors.
- C. Each officer of a region shall be an officer, employee, or member of the governing body of a member agency of the Association, or other representative duly designated by a member agency of the Association to represent that member at the time of the appointment. Where an individual ceases to meet these criteria during the term of the office, the individual may not serve during the remaining term of that office unless that individual can again meet the criteria for the office and is appointed to complete the term. The region board may adopt more stringent criteria for board member qualifications as part of the region's rules and regulations.
- D. Should a vacancy occur in any of the region board positions before the end of the term, the remaining members of the region board shall appoint a new member. A vacancy in the office of

any region board position shall be deemed to exist when a region board member: (1) resigns the office; (2) no longer is an officer, employee, or member of the governing body of a member agency of the Association, or other representative duly designated by a member of the Association to represent that member; or (3) is otherwise removed by a member agency of the Association.

Section 3. Nominating Committees. There shall be a nominating committee for each region consisting of three or more designees, each representing a member of the Association located within the region, appointed by the chair of the region and approved by the region board. Nominating committees shall be formed by February 28 of each odd-numbered year. The nominating committee shall announce its nominations for chair, vice chair, and region board members by August 1 of an election year. All regions must complete the election process by September 30 of the election year, or the preceding Friday if the September 30 falls on a weekend.

Section 4. Meetings. The meetings of each region shall be held at both the spring and fall conferences and at such other times and places as may be determined by the region chair. Representatives of five or more members of the Association from the region present at any region meeting shall constitute a quorum for purposes of conducting the business of the region. Any meeting, regular or special, may be held in person or by telephone conference, web video conference, or other electronic video screen communication or electronic transmission.

Section 5. Workgroups. Workgroups may be appointed by the region chair as needed.

Section 6. Rules. Each region shall organize and adopt rules and regulations for the conduct of its meetings and affairs not inconsistent with the Articles of Incorporation or bylaws of the Association. Each region shall abide by the code of conduct adopted by the Board of Directors of the Association.

ARTICLE 6 – EXECUTIVE COMMITTEE

Section 1. Membership. There shall be an Executive Committee consisting of the following: the president of the Association, who shall be the chair thereof; the vice president; the most immediate active past president; the chair of the Finance Committee; and three at-large representatives selected from and by the members of the Board of Directors. The election of the three at-large representatives to the Executive Committee shall occur at the first Board of Directors meeting held in each even-numbered year and the elected representatives shall serve immediately following their election and until such time as their successors take office. To the extent practical, the Executive Committee should be constituted so as to reflect the geographic extent of the Association and the functions of the members of the Association.

Section 2. Powers. The Executive Committee shall have the following authority:

- A. **Personnel.** Subject to the budget adopted by the Board of Directors, the Executive Committee shall perform the following personnel actions: (1) recommend compensation for the executive

director/secretary to the Board of Directors for approval; (2) perform annual reviews of the executive director/secretary and submit that review to the Board of Directors; (3) review and approve the classification and compensation plan and publicly posted salary schedule for Association employees submitted by the executive director/secretary, which shall be reviewable by the Board of Directors, in closed session, upon request of the Board of Directors; (4) establish personnel policies for the conduct and behavior of employees, which shall be reviewable by the Board of Directors; and (5) undertake such other personnel actions as may be requested by the executive director/secretary in support of his or her oversight of all other personnel matters, which shall be reviewable by the Board of Directors, in closed session, upon request of the Board of Directors.

- B. **Delegation.** The Executive Committee may act pursuant to any authority specifically delegated to it by the Board of Directors. The delegation shall indicate whether the authority is still subject to the ultimate authority of the Board.
- C. **Authority to Act Between Meetings.** The Executive Committee may act for the Board of Directors between Board meetings when calling a special meeting of the Board of Directors is impracticable, provided that no such action of the Executive Committee shall be binding on the Board of Directors until authorized or approved by the Board. The Executive Committee has the authority to authorize actions recommended by the Legal Affairs Committee (such as the filing of letter briefs and amicus curiae briefs) by electronic means without the need for an in-person or telephonic meeting, but such actions shall be ratified by the Board of Directors at its next meeting.

Section 3. Reporting. The president, or any person designated by the president, shall report to the Board of Directors, at each regular Board meeting, any action taken by the Executive Committee since the last preceding regular Board meeting. The minutes of Executive Committee meetings, which at that time may still be in draft form, shall be mailed (using the U.S. Postal Service, express delivery, electronic means, or otherwise) to each member of the Board of Directors at least five days prior to Board meetings, except in cases in which the Executive Committee meets during or immediately prior to a conference of the Association or immediately prior to a Board meeting, in which case the minutes, which may still be in draft form, shall be mailed to each director promptly thereafter.

Section 4. Meetings. The Executive Committee shall hold regularly scheduled meetings as set by the president. Special meetings of the Executive Committee may be called by the president upon notice to the members of that committee or upon written request of three Executive Committee members. Notice for special Executive Committee meetings shall be provided to the entire Board: (1) upon five days' written notice sent by mail, or (2) upon 24 hours' notice with notice provided by electronic means; and all such meetings shall be open to the Board of Directors. Any meeting, regular or special, may be held in person or by telephone conference, web video conference or other electronic video screen communication or electronic transmission. All members of the Board of Directors may attend any meeting of the Executive Committee. Meetings of the Executive Committee may be closed to others at

the discretion of the President or committee. Only members of the Executive Committee are allowed to vote on matters at a meeting of the committee.

Section 5. Minutes. The minutes of the Executive Committee meetings shall be kept by the executive director/secretary at the Association's principal office. Actions of the Executive Committee shall be reported to the Board of Directors as provided in Section 3 of this Article and shall be available to any member of the Board of Directors upon request to the executive director/secretary.

ARTICLE 7 – STANDING COMMITTEES

Section 1. Qualification. In order to serve on any ACWA standing committee, an individual must be an officer, employee, or member of the governing body of a member agency of the Association, or other representative duly designated by a member agency of the Association to represent that member at the time of the appointment. Where an individual ceases to meet these criteria during the term of the appointment, the individual may not serve during the remaining term of that appointment unless that individual can again meet the criteria for appointment and is appointed to complete the term.

Section 2. Term of Office. The term of office of standing committee members shall be two years commencing on January 1 of each even-numbered year. The term of office of standing committee chairs and vice chairs shall be approximately two years and shall commence as soon after January 1 of the even-numbered year as they may be appointed by the president and ratified by the then-seated Board of Directors, and shall terminate on December 31 of the odd-numbered year approximately two years later or until their successors are appointed and ratified.

Section 3. Meetings. Meetings of standing committees may be called at such times and places designated by the respective chair thereof except where provided otherwise by these bylaws. Subject to the provisions of these bylaws and any actions that may be taken by the Board of Directors, the chairs of each standing committee may establish their own rules for the efficient operation of the committee they each chair. The chairs of each standing committee are authorized to create subcommittees and workgroups in order to complete the work of the committee.

Section 4. Committee Composition. Each limited standing committee shall have a membership composition that is comprised of members in the quantity and with qualifications as defined by the provisions of these bylaws. The committee chair position shall not be included in the maximum count for determining the committee composition total of any given limited committee. The committee chair shall, however, be a voting member of their respective committees subject to the rules and procedures of each committee.

Rationale: Staff is recommending this amendment to the Bylaws to allow the President flexibility in appointing members to limited standing committees and to provide an odd number committee composition total.

LAC Workgroup Analysis: The proposed revision is clear and meets its intended purpose.

Committee Composition Terms in Sections 5 through 17.

Rationale: Review of Committee Composition Terms: Staff noted that the use of the term “individual” versus “representative” (and one instance of “member”) was inconsistent throughout the committee composition description for each of the standing committees in Article 7. Staff asked the LAC Workgroup to review Section 1, Qualifications, as well as each of the committee descriptions to make a determination as to which term would best apply for all of the committees for purposes of consistency throughout Article 7.

LAC Workgroup Analysis: Reading of the various ACWA committee sections suggests that “Member” would be the most appropriate word for consistency throughout the By-Laws. However, the use of a single term, may require some minor revisions to surrounding text for clarity (for an example see Section 15 (State Legislative Committee) where “member” is separately used to denote a “member agency” and so would need to state “member-agency” consistently to accommodate the more general use of “member” throughout the By-Laws).

Staff Response: Staff revised the terms in the committee sections to “member” for consistency and the surrounding language where needed in response to the LAC Workgroup’s analysis.

Section 5. Agriculture Committee. There shall be an Agriculture Committee whose duty it shall be to recommend Association policy, positions and programs to the Board of Directors, State Legislative Committee, Federal Affairs Committee or other committees, as appropriate, regarding agricultural issues affecting the interests of ACWA and its members. The committee shall consist of at least one member from each region.

Rationale: The 2016-2017 Business and Strategic Plan initiative to increase involvement and engagement from ACWA’s agricultural members has successfully generated momentum amongst ACWA’s agricultural members and a renewed attention to and involvement in key policy issues that uniquely affect agricultural water suppliers. Amidst this success, a concern has arisen that the momentum could be lost once the Board of Directors finishes its current term and the initiative sunsets. This concern has sparked the suggestion that ACWA should consider creating an Agriculture Committee as the thirteenth standing committee of the Association to continue the objectives of the Ag Initiative long-term.

LAC Workgroup Analysis: The proposed revision is clean and meets its intended purpose.

~~Section 4~~ Section 6. Business Development Committee. There shall be a Business Development Committee whose duty it is to develop and recommend to the Board of Directors programs and activities to be provided or administered by the Association that generate non-dues revenue and provide a service or benefit to Association members member agencies. The committee shall consist of at least one representative member from each region and one representative may include members from the any of the other standing committees.

~~Section 5~~ **7. Communications Committee.** There shall be a Communications Committee whose duty it shall be to develop and make recommendations to the Board of Directors regarding a comprehensive internal and external communications program for the Association and to promote development of sound public information and education programs and practices among members of the Association agencies. The committee shall consist of no more than 40 ~~individuals~~ members. ~~Of that number, The committee shall consist of at least one individual member shall be from each region.~~

~~Section 6~~ **8. Energy Committee.** There shall be an Energy Committee whose duty it shall be to recommend policies and programs to the Board of Directors and to the State Legislative Committee and/or Federal Affairs Committee as appropriate. The committee shall consist of at least one ~~representative member~~ representative member from each region.

~~Section 7~~ **9. Federal Affairs Committee.** There shall be a Federal Affairs Committee whose duty it shall be to review all federal legislative proposals and regulatory proposals affecting ~~members of the Association member agencies~~, after consulting with other appropriate committees, and to develop Association positions consistent with existing policy, where it has been established; recommend sponsorship of bills that will resolve problems or improve conditions for ~~members of the Association agencies~~; and assist in the establishment of the Association's federal legislative program. The committee shall consist of at least one ~~and, but~~ and, but no more than five ~~individuals~~ members from each region.

~~Section 8~~ **10. Finance Committee.** There shall be a Finance Committee whose duty it shall be to make recommendations to the Board of Directors regarding annual budgets, dues formula and schedules and other revenue-producing income, annual audit and selection of an auditor, and investment strategies. The committee shall consist of the president and vice president of the Association as *ex officio* members, ~~the Finance Committee chair, one member either the chair or vice chair from each of the Association's of the region board from each of the Association's 10 regions boards (either chair or vice chair)~~, and one additional ~~representative member~~ representative member from each region with experience in financial matters.

~~Section 9~~ **11. Groundwater Committee.** There shall be a Groundwater Committee whose duty it shall be to recommend policies and programs to the Board of Directors and to the State Legislative Committee and/or Federal Affairs Committee as appropriate. The committee shall consist of at least one ~~representative member~~ representative member from each region.

~~Section 10~~ **12. Legal Affairs Committee.** There shall be a Legal Affairs Committee whose duty it shall be to support the mission of the Association, and more particularly to deal with requests for assistance involving legal matters of significance to ~~members of the Association agencies~~, including but not limited to state and federal court litigation, water rights matters, selected regulatory and resources agency matters, proposed bylaw revisions, review of legislation as requested by the State Legislative Committee, etc. The committee shall consider matters and issues submitted to it in order to determine which ones are of major significance to the ~~members of the Association agencies~~ and, assuming a finding of major significance, recommend to the Board of Directors the position(s) which the committee believes the Association should take with respect thereto. The committee shall be composed of ~~between 35 34 and 45 44~~ between 35 34 and 45 44 attorneys, each of whom shall be a member of the California Bar and shall be,

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or act as, counsel for a member ~~of the Association~~ agency, representing diverse interests within the Association, including but not limited to, different geographical areas throughout the state, large and small agencies, agricultural and urban agencies, agencies created under the various enabling statutes, etc. ~~Further, there shall be at least one representative from each region on the committee~~ The committee shall consist of at least one member from each region.

Rationale: Change the committee composition range so there is a resulting odd number total when the chair is added.

LAC Workgroup Analysis: Considered together with the general change in Section 4, Committee Composition above, this change accomplishes its purposes and maintains the current overall LAC membership numbers.

~~Section-11~~ 13. **Local Government Committee.** There shall be a Local Government Committee whose duty it shall be to recommend policies to the State Legislative Committee, as appropriate, and Board of Directors on matters affecting water agencies as a segment of local government in California. The committee shall consist of at least one, ~~and~~ but no more than three ~~individuals~~ members from each region.

~~Section-12~~ 14. **Membership Committee.** There shall be a Membership Committee whose duty it shall be to assist staff in developing membership recruitment and retention programs, make recommendations to the Board of Directors regarding membership policies, eligibility, and applications for membership and review and make recommendations to the Finance Committee regarding an equitable dues structure. The committee shall consist of at least one member from each region.

~~Section-13~~ 15. **State Legislative Committee.** There shall be a State Legislative Committee whose duty it shall be to review all state legislative proposals affecting members ~~of the Association~~ agencies and to establish Association positions, consistent with existing policy, where it has been established; sponsor bills that will resolve problems or improve conditions for member ~~s of the Association~~ agencies; and assist in the establishment of the Association's legislative program. The committee shall consist of ~~individuals~~ members representing a variety of types of ~~members~~ member agencies and at least one ~~and~~ but no more than four ~~individuals~~ members from each region.

~~Section-14~~ 16. **Water Management Committee.** There shall be a Water Management Committee whose duty it shall be to recommend policy and programs to the Board of Directors on any area of concern in water management. The committee shall consist of at least one, ~~but~~ and no more than four ~~individuals~~ members from each region.

~~Section-15~~ 17. **Water Quality Committee.** There shall be a Water Quality Committee whose duty it shall be to develop and recommend Association policy, positions, and programs to the Board of Directors, to promote cost-effective state and federal water quality regulations that protect the public health, to enable interested members ~~of the Association~~ agencies to join together to develop and coordinate with

other organizations, and to present unified comments regarding agricultural and domestic water quality regulations. The committee shall consist of at least one ~~individual~~member from each region.

ARTICLE 8 – SPECIAL COUNCILS, COMMITTEES, AND TASK FORCES

Section 1. Council of Past Presidents. There shall be a Council of Past Presidents composed of all past presidents of the Association who serve on the council until each is no longer able to or wishes to serve. The council shall provide a mechanism for past presidents to continue to make valuable contributions to the Association. With approval of the Board of Directors, the president and/or executive director/secretary may assign specific responsibilities to the council from time to time. Members of the Council of Past Presidents are invited to attend and participate in the Association’s Board meetings.

Section 2. Nominating Committee. There shall be a Nominating Committee consisting of five or more persons appointed by the president prior to the Association’s fall conference in each odd-numbered year, whose purpose shall be to nominate qualified individuals for the offices of president and vice president of the Association. The Nominating Committee shall publish its nominations for the offices of president and vice president of the Association not less than 10 or more than 90 days before the membership meeting is held at fall conference. Additional nominations may be made by any member of the Association for candidates for the office of president and vice president. Additional nominations shall be made from the floor during the election of president and vice president at the membership meeting scheduled for said purposes.

Section 3. Other Committees and Task Forces. Other committees and task forces may be appointed by the president from time to time as needed, consistent with and supportive of the mission of the Association.

ARTICLE 9 – MEETINGS OF MEMBERS

Section 1. Meetings. Meetings of the members of the Association shall be held at the Association’s conferences at such times as may be determined by the Board of Directors to conduct necessary business and to elect the president and vice president, which occurs at the fall conference in each odd-numbered year.

Section 2. Special Meetings. Special meetings of the members of the Association may be called by the Board of Directors, the president of the Board of Directors, or by 5 percent or more of the members of the Association. Except when called by the Board, a request for a special meeting must be in writing and must be delivered in person or mailed by first-class mail addressed to the president of the Board at the principal office of the Association, with a copy to the executive director/secretary. The request must state the general nature of the business proposed to be transacted at the meeting.

A special meeting that has been called by written request of 5 percent of the member agencies of the Association to the Board of Directors shall be set by the Board of Directors on a date that is not less than 35 or more than 90 days after receipt of the request.

Section 3. Notice Requirements for Membership Meetings. Written notice of any membership meeting shall be given to each voting member of the Association. The notice shall state the date, time, and place of the meeting; the means by which members may participate; and the general nature of the business to be transacted. The notice of any meeting at which Board officers are to be formally nominated and elected shall include the names of the recommended slate of candidates for the offices of president and vice president in addition to the election procedures. The member notification information shall also be posted on the Association's website.

Except as otherwise provided in these bylaws or California law, a written notice of regular membership meetings shall be given not less than 10 or more than 90 days before the date of the meeting to each member who, on the record date for notice of the meeting, is entitled to vote; provided, however, that if notice is given by mail, and the notice is not mailed by first-class, registered, or certified mail, that notice shall be given not less than 20 days before the meeting.

Section 4. Notice Requirements for Special Meetings. The executive director/secretary shall cause notice to be given to all members of the Association of the date, time, and place of the meeting and the general nature of the business to be transacted at the meeting. No business except that specified in the request and notice may be transacted at said special meeting. If notice of the requested special meeting is not given within 20 days after receipt of the request, the person or persons requesting the meeting may give the notice.

Section 5. Voting. Each member of the Association shall be entitled to one vote that shall be cast by its authorized representative. All questions, except amendments or revisions of these bylaws, shall be determined by a majority of the members present and voting. A roll call may be requested by any representative.

Section 6. Amendment of Bylaws. These bylaws may be amended or revised by two-thirds of the member agencies of the Association present and voting at any meeting.

Section 7. Quorums. The presence of the authorized representative of 50 members of the Association at any meeting of the members shall constitute a quorum for transacting business.

Section 8. Amendments, Revisions, and Resolutions. Before any amendments or revisions to the bylaws, or resolutions, may be considered at any meeting of the Association, any such amendment, revision, or resolution shall be submitted to the executive director/secretary at least ~~30~~ 90 days prior to the first day of such meeting. The executive director/secretary shall promptly distribute any proposed amendments or revisions to the Legal Affairs Committee for the Legal Affairs Committee to develop an unbiased analysis of the amendments or revisions. Following development of an analysis for the proposed amendments or revisions, the executive director/secretary shall distribute copies of any resolutions, amendments or revisions, including any applicable analyses, to all members of the Association ~~at least five~~ not less than 10 days or more than 90 days prior to presentation at such meeting. The written notice of the membership meeting shall be given to each voting member of the Association consistent with the provisions defined in Section 3. The ~~30~~ 90-day rule may be suspended at

any meeting of the Association by consent of three-fourths of the members present. Voting on resolutions, amendments, or revisions shall proceed as provided by Sections 3 5 and 4 6 of this Article.

Staff Rationale: Staff is recommended that the deadline for submitting requests for amendments, revisions, and resolutions be changed from 30 to 120 days prior to any membership meeting to provide Legal Affairs Committee sufficient time to review and develop the required analysis and for staff to provide adequate notice to the members as set forth in Article 9, Sections 3 and 4 of the Bylaws. Note: Staff typically notifies ACWA members at least 45 prior to a given membership meeting to allow the agency boards to designate their authorized representative.

LAC Workgroup Analysis: This proposed revision is clear and meets its intended purpose. However, subcommittee members did express some concern that the 120-day submission requirement may unduly limit the Association's ability to quickly respond to state or federal legislative or administrative acts appropriately. A supermajority of the Association may vote to suspend the requirement, however, it may be advisable to require only 90-days for submission while retaining the general Association distribution timing of no later than 10-days and no earlier than 90-days prior to presentation at an Association meeting.

Staff Response: Staff revised the proposed amendment to state 90 days instead of 120 days in response to the LAC Workgroup's analysis.

Section 9. Nomination of President and Vice President.

- A. **Qualification.** At the time of their election, the president and vice president of the Association shall each be an elected or appointed member of the governing body or commission (as appropriate) of a member agency of the Association.
- B. **Nominating Committee Process.** All nominations for the positions of president and vice president shall be accompanied by an official resolution from the Association member agency on whose board the nominee serves. Said resolution shall be signed by an authorized signatory of the member agency's Board of Directors.
- C. **Nominations from the Floor.** Additional nominations may be made by any member of the Association for the office of president and vice president. Said nominations and seconds shall be made from the floor during the election of the offices of president and vice president at the membership meeting scheduled for said purposes (as provided for in the penultimate sentence of Article 8, Section 2). Such nominations and seconds shall be made by a member of the Association and must be supported by a resolution of the governing body of the member making and seconding such nomination. The member agency on whose board the nominee serves shall submit a resolution of support if they are not the agency making the floor nomination or second.

Section 10. Additional Procedures for Election of Officers. The Board shall have the authority to develop additional procedures for elections of president and vice president when not otherwise covered by these bylaws.

ARTICLE 10 – INDEMNIFICATION OF DIRECTORS, OFFICERS, AND OTHER AGENTS

Section 1. Right of Indemnity. To the fullest extent permitted by law, this Corporation shall indemnify its Directors, Officers, employees, and other persons described in Section 7237(a) of the California Corporations Code, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by them in connection with any “proceeding,” as that term is used in that Section, and including an action by or in the right of the Corporation, by reason of the fact that the person is or was a person described in that section. “Expenses,” as used in this bylaw, shall have the same meaning as in Section 7237(a) of the California Corporations Code.

Section 2. Approval of Indemnity. On written request to the Board by any person seeking indemnification under Section 7237(b) or Section 7237(c) of the California Corporations Code, the Board shall promptly determine under Section 7237(e) of the California Corporations Code whether the applicable standard of conduct set forth in Section 7237(b) or Section 7237(c) has been met and, if so, the Board shall authorize indemnification.

Section 3. Advancement of Expenses. To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under these bylaws in defending any proceeding covered by those Sections shall be advanced by the Corporation before final disposition of the proceeding, on receipt by the Corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately determined that the person is entitled to be indemnified by the Corporation for those expenses.

Section 4. Insurance. The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its Officers, Directors, employees, and other agents, against any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising out of the officer’s, director’s, employee’s or agent’s status as such.

ARTICLE 11 – MISCELLANEOUS

Section 1. Conduct of Meetings. All meetings of the Association shall be conducted in accord with the code of conduct and in substantial accordance with the latest edition of Robert’s Rules of Order Newly Revised unless the Board adopts alternate rules of conduct for itself and/or its committees, region boards, and region workgroups.

Section 2. Funds. The funds of the Association shall be used to further the aims and purposes of this Association. They shall be kept by the controller/treasurer and paid out by checks or other electronic means, which shall only be valid with two authorized signatures. The Board of Directors shall designate

by resolution which persons, other than the controller/treasurer, may sign for expenditures. The Finance Committee shall implement procedures to ensure necessary internal controls over the receipt and expenditures of Association funds and arrange for an external audit. Audit reports shall be presented to the Board of Directors.

Section 3. Disposition of Assets upon Dissolution. The Association's properties and assets are irrevocably dedicated to the fulfillment of the Association's purposes as described in Article 2 of the Articles of Incorporation. No part of the Association's net earnings, properties and assets, on dissolution or otherwise, may inure to the benefit of any private person. Upon the dissolution of the Association, all debts thereof shall be paid and its affairs settled, and all remaining assets shall be distributed to the Association's member political subdivisions for a public purpose, consistent with the provisions of the California Nonprofit Corporation Law relating to public benefit corporations then in effect and with the Articles of Incorporation.

Section 3. Definitions. As used in these bylaws, the term "notice provided by electronic means" shall refer to notice given by fax or e-mail.


Amended comprehensively December 1, 2010

Amended May 9, 2012

Amended May 7, 2014

Amended December 2, 2015

Agenda Item

DATE: November 8, 2017
TO: Dave Eggerton, General Manager 
FROM: Stacey Lollar, Director of HR and Customer Service
SUBJECT: Information/Discussion regarding update of District Employment Policies:
Section 4000 – Hours, Meals, and Rest Periods and Section 7000 – Leaves

RECOMMENDED ACTION:

Review and comment on proposed addition/update to the District's employee polices: Section 4000 – Hours, Meals, and Rest Periods and Section 7000 – Leaves.

SUMMARY:

The next sets of policies (total of 11) are ready for review and comment: Section 4000 – Hours, Meals, and Rest Periods and Section 7000 – Leaves. Of the many policies in these sections, the following are new:

- 4000.3 - Rest and Meal Periods
- 4000.4 - Timekeeping
- 4000.5 - On Call
- 7000.5 – Pregnancy Disability Leave (PDL)

The other policies in these sections have been revised to change their titles and to better reflect current practices/procedures. All of these policies were reviewed by SEIU representatives, Management & Confidential representatives, as well as the District's legal counsel.

There are two more sections of policies left for review: one policy on Employment and the other on Standards of Professional Conduct. It is the desire of staff to bring these remaining policies to the Board for review during the first quarter of the next calendar year. As a reminder, once all policies have been reviewed by the Board an agenda item will be brought to the Board for adoption of a newly revised Employee Policy Handbook.

FINANCIAL CONSIDERATIONS:

None.

Attachments: Proposed Policy 4000.1 – Attendance
Proposed Policy 4000.2 – Work Schedules
Proposed Policy 4000.3 – Rest and Meal Periods
Proposed Policy 4000.4 – Timekeeping
Proposed Policy 4000.5 – On Call
Proposed Policy 7000.1 – Paid Time Off (PTO)

Attachments

Continued:

- Proposed Policy 7000.2 – Sick Leave / Kin Care
- Proposed Policy 7000.3 – Other Leaves
- Proposed Policy 7000.4 – Family and Medical Care Leaves
- Proposed Policy 7000.5 – Pregnancy Disability Leave (PDL)
- Proposed Policy 7000.6 – Authorized Leave Without Pay
- Current Policy 2165– Unauthorized Voluntary Absence
- Current Policy 2010 – Hours of Work and Overtime
- Current Policy 2020 - Vacation
- Current Policy 2040 – Sick Leave
- Current Policy 2060 – Jury/Witness Duty
- Current Policy 2160 – Authorized Leave
- Current Policy 2310 – Family Care, Medical and Other Leaves

POLICY TITLE: Attendance
POLICY NUMBER: 4000.1
POLICY EFFECTIVE DATE:
REVISED:

The District expects every employee to arrive at work on time, fully prepared, every day the employee is scheduled to work. Work schedules are determined at the discretion of the department head and are subject to change with or without notice, according to the needs of the department or District. All employees have an assigned work schedule, from their supervisor and/or manager, which includes the employee's starting time, reporting site, authorized lunch break allowance, and end time. An overtime-eligible employee shall be in attendance and at work during the hours specified by the supervisor. Supervisors, Managers, and Department Heads are responsible to ensure an employee's adherence to this schedule.

4000.1.1 Advance Request to Deviate from Regular Work Hours

An overtime-eligible employee is required to seek advance permission, at least two (2) weeks, from his or her supervisor for any foreseeable absence or deviation from regular working hours, break, and meal times.

4000.1.2 Notification of Unforeseen Late Arrival or Absence

An overtime-eligible employee who is unexpectedly unable to report for work as scheduled must notify his or her immediate supervisor no later than the beginning of the employee's scheduled work time and report the expected time of arrival or absence. If the immediate supervisor is not available, the employee must notify the department head. In the event an employee cannot speak to their supervisor and/or Department Head they should leave a message with their supervisor on their District provided phone or contact Human Resources.

4000.1.3 Unauthorized Absence is Prohibited (formally in Policy #2165)

Arriving late to work or leaving early in connection with scheduled work times, breaks, or meal periods is prohibited, without authorization. An overtime-eligible employee who fails to timely notify the supervisor of any absences as required by this Policy, or who is not present and ready to work during all scheduled work times will be deemed to have an unauthorized tardy or absence and will not receive compensation for the period of absence, unless there is evidence of an extenuating circumstance.

Employees who are absent without authorization for more than three (3) consecutive days, and who subsequently report to work, must provide written reason for such absence to their supervisor or Human Resources. Depending on the circumstances, the employee may be subject to disciplinary action, including termination, for such unauthorized absence.

4000.1.4 Excessive Tardiness / Absenteeism and Requests to Deviate from Regular Work Hours

Excessive tardiness occurs when an overtime-eligible employee who, without authorization, is late to work or late to return from breaks more than three (3) times during any 30-day period. Excessive absenteeism occurs when the number of unauthorized absences for reasons that are not protected by state or federal law, exceeds three (3) days in any three-month period. Excessive tardiness / absenteeism may be grounds for discipline, up to and including termination.

Excessive requests to deviate from regular works hours occurs when an overtime-eligible employee requests deviation more than three (3) times during any 30-day period, and the requests are not protected by state or federal law.

4000.1.5 Reporting Location

All employees shall be assigned a reporting site where they shall start their work day. The District may change an employee's normal reporting site to accommodate operational needs of the District.

PROPOSED

POLICY TITLE: Work Schedules
POLICY NUMBER: 4000.2
POLICY EFFECTIVE DATE:
REVISED:

This policy shall apply to all non-exempt employees. Exempt employees are expected to work normal office hours, and/or such other hours as are reasonably necessary to handle their work responsibilities.

Work schedules are determined at the discretion of the department head and are subject to change with or without notice, according to the needs of the department or the District. An overtime-eligible employee shall be in attendance and at work during the hours specified by the supervisor.

4000.2.1 Standard Work Week and Hours (formally in Policy #2010)

The standard work week shall consist of forty (40) hours in seven (7) consecutive days from 12:01 a.m. Monday through midnight Sunday

Standard work hours for field personnel are from 7:00 a.m. to 3:30 p.m.

Work hours for the office staff vary as needed for the operational need of the District and as approved by the Department Head and General Manager.

4000.2.2 Alternative Work Schedule

Some employees may be assigned to work an alternative work schedule (9/80 or 4/10 schedule) in order to provide coverage for the operation of District facilities.

Employees may also request an alternative work schedule (9/80 or 4/10 schedule) by completing the District's alternative work schedule request form. The approval of the schedule must come from their Department Head and General Manager.

4000.2.2.1 Work Week for 9/80 Work Schedule

Employees working a 9/80 work schedule will have a regular day off every other week as determined by the District. For employees working a 9/80 work schedule, each employee's designated work week shall begin exactly four hours after the start of his/her eight hour shift on the day of the week that corresponds to the employee's alternating regular day off.

Hours and days available for this schedule shall be determined by each Department Head based on District needs.

4000.2.2.2 Work Week for 4/10 Work Schedule

For employees working the 4/10 work schedule, each employee's designated workweek will be the same as the standard work week and shall begin on Monday at 12:01 a.m. and end at midnight the following Sunday.

Hours and days available for this schedule shall be determined by each Department Head based on District needs.

4000.2.2.3 Alternative Work Schedule Guidelines

- a) Eligibility to participate in the alternative work schedule program is subject at all times to the needs of the District and may be modified as those needs dictate at the District's sole discretion.
 - a. The Department Head will monitor level of service to external and internal customers, and added cost to the District (if any), to determine whether any adjustments need to be made concerning the individual's participating or the structure of the alternative work schedule for any location and/or department.
 - b. Alternative work schedules can be terminated either for any individual or for a department and/or location if productivity levels have deteriorated, there is an increase in overtime which directly relates to the alternative work schedule, or if other circumstances arise that make it untenable for the District to continue alternative schedules.
 - c. A satisfactory attendance record and continued satisfactory work performance must be maintained.
 - d. Certain positions may be ineligible for participation due to necessary work schedules for District operations.
- b) District approval of an employee's request for an alternative work schedule will be based on two things:
 - a. The schedules available at his/her respective location and/or department.
 - b. Seniority at his/her respective location and/or department.
- c) Overtime and/or double time will be paid in accordance with District Policies, or otherwise stated in a Bargaining Unit Agreement / Memorandum of Understanding.
- d) Any approved leave of absence will be recorded as time away at the hours the employee would typically have worked during the period of leave. Accrued PTO taken for an approved leave of absence will be applied at the hours typically worked that day, i.e. 10, 9, or 8 hours.
- e) Once an employee is on an alternative work schedule, they may elect to go off the schedule at the end of the schedule's time period (i.e. day after the last day of a 4/10 schedule or the day after the scheduled day off with a 9/80 schedule). The employee must submit a request in writing at least 10 working days prior to the requested termination of the alternative work schedule. Schedule changes are limited to once a year or in extenuating circumstances with approval from the Department Head and General Manager.

- f) Holidays are paid as an eight (8) hour day, therefore to receive full pay for the holiday while on an alternative work schedule, the employee shall use and record one (1) or two (2) hours of accrued leave, depending on their alternative work schedule, on their timecard for that holiday.
- g) When an employee's regular day off falls on a holiday, the employee's holiday will be scheduled with his/her Department Head, to be taken within the pay period before, during, or after the actual holiday. It is the responsibility of the employee to be certain they schedule and use their holiday.

4000.2.3 Make-up Time

Rather than utilizing PTO, or any other available leave balance, an employee may request to make up time off due to appointments during the *same work week* with approval from their Department Head. Notwithstanding the overtime provisions, there will be no overtime calculation on the day(s) in which the time is being made up. No make-up days shall exceed ten (10) hours in duration and the employee may not request more than three (3) hours per week for make-up time.

4000.2.5 No Volunteering of Work Time

All time spent for the benefit of the District must be reported as hours worked on time cards so that the employee is paid for all work. Overtime-eligible employees may not "volunteer" work time to perform duties that are the same or similar as their stated or regular job duties. Employees have no authorization to work without compensation. No supervisor has authority to request overtime-eligible employees to volunteer work time.

POLICY TITLE: Rest and Meal Periods
POLICY NUMBER: 4000.3
POLICY EFFECTIVE DATE:
REVISED:

4000.3.1 Rest Period

A 15-minute compensated rest period will be provided to all overtime-eligible employees for each four-hour period of service. The rest period shall be taken at a time designated by the employee's supervisor, to ensure that sufficient employees are available to sustain normal operations throughout normal work hours.

Rest periods may not be combined to shorten the workday. However, rest periods can be used to lengthen the meal period with written permission by the employee's Department Head.

4000.3.2 Meal Period

A 30 minute non-compensated meal period will be provided to all full-time overtime-eligible employees who work at least an eight hour work day. Overtime-eligible employees are responsible for taking their meal period at a time designated by the supervisor and should be taken between four and five hours after the beginning of the employees work day.

Employees shall not work during meal periods, unless necessary for District Operations and approved by their Supervisor and/or Department Head. Time worked during a meal period shall be compensated at the overtime rate or compensatory time off. Failure to follow these overtime approval procedures may subject the employee to disciplinary action, up to and including termination.

4000.3.3 Lactation Break Time

An overtime-eligible employee who wishes to express breast milk for their infant child during scheduled work hours will receive additional unpaid time beyond the 15-minute compensated rest period, per Labor Code § 1030; 29 USC § 207(r). Those desiring to take a lactation break must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations per Labor Code § 1032. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

The District will make reasonable efforts to accommodate employees by providing an appropriate location to express milk in private. The District will attempt to find a location in close proximity to the employee's work area, and the location will be other than a toilet stall. (Labor Code § 1031; 29 USC § 207(r).) Employees occupying such private areas shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to

announce an emergency or other urgent circumstance. Authorized lactation breaks for employees assigned to the field may be taken at the nearest appropriate private area.

Any employee storing expressed milk in any authorized area with the District shall clearly label it as such. No expressed milk shall be stored at the District beyond the employee's work day/shift.

4000.3.4 Guaranteed Rest Period Time

All employees shall be guaranteed a minimum of eight (8) hours off duty when they are released from work after midnight, or after performing sixteen (16) consecutive hours of work. Any portion of this designated rest, which would be normally scheduled work time, shall be paid at the employee's regular rate of pay. Exceptions may be made by the District in emergency situations or unusual circumstances.

When an employee is called back after midnight, the employee will not be guaranteed a rest period as defined in this Article. Upon request of the employee, and approval of the Department Head, the employee shall: a) accrue his/her hours worked toward his/her normal regularly scheduled day; b) complete his/her normal regularly scheduled work day and the call back hours will be paid at the overtime rate. In no case will the employee be directed to work more than sixteen (16) consecutive hours.

Such rest time shall not count toward overtime for the work day. Exceptions may be made by the General Manager in emergency situations or unusual circumstances.

POLICY TITLE: Timekeeping
POLICY NUMBER: 4000.4
POLICY EFFECTIVE DATE:
REVISED:

Employees shall complete the District approved time sheet within three (3) days of the end of the time period. The employee's supervisor is required to approve the time sheet as well.

All employees must accurately report all work time to the nearest 15 minute increment (rounding up) on the District's timecard system. Employees must approve the timecard within three days after the end of the pay period.

Only the employee is to complete their timesheets. Recording time on another employee's timesheet is strictly prohibited. If a change is needed on an employee's timesheet, the employee may authorize their Supervisor or Human Resources to make the adjustment(s). Such authorization shall be noted on the timesheet by the person making the change.

PROPOSED

POLICY TITLE: On Call
POLICY NUMBER: 4000.5
POLICY EFFECTIVE DATE:
REVISED:

On call employees provide emergency service during off hours (non-business hours) including weekends and holidays. The assigned employee will cover the period from Monday 7:00 a.m. through the following Monday at 7:00 a.m.

The Operations department will issue current on call procedures and related guidance to those staff who perform the on call duties. Any and all exceptions to this policy must be pre-approved, in writing, by the Department Head.

4000.5.1 On Call Responsibilities

When an employee is on call, the employee may use his/her time as desired. The scheduled employee on call is assigned to:

- a) Be ready to respond by telephone within fifteen (15) minutes.
- b) Remain within thirty-five (35) minutes of a District facility and be within functional pager range.
- c) Be readily available at all hours by telephone, or other communication devices (radio, pager, or other necessary equipment as determined by the Department Head), analyze trouble calls and, if necessary, dispatch other employees to handle the problem. The radio, pager, etc. shall be kept in the on call employee's possession during the entire on call period of the assignment.
- d) Keep a log of calls received, description of call, times and any pertinent information to be delivered to the Department Head by the following work day.; and
- e) Refrain from activities which might impair performance of his/her assigned duties upon call.

When an employee is on call, he/she will be provided a District vehicle.

4000.5.2 Assignment of On Call Period

All field staff are required to work at least one (1) week of on call assignment per calendar year.

The District will assign one employee at a time to serve as the on call employee. The assignment shall be in accordance with the current Memorandum of Understanding. The schedule shall include all bargaining unit employees except those employees who have not been trained and approved to serve on call.

When more than one employee requests an on-call period, the employee with the most employment seniority will be granted the on-call period. Involuntary assignment to a period of on call shall be by inverse employment seniority on a rotational basis. Assignment by inverse employment seniority will be repeated through the rotation until all on-call periods are filled for the calendar year.

Any employee assigned to on call may exchange or substitute a scheduled on call assignment with another qualified employee upon twenty-four (24) hours advance notice to the Department Head. However, an employee cannot be on call for two consecutive weeks nor on call for more than one (1) week per month.

4000.5.3 On Call Compensation

Please refer to your bargaining unit's Memorandum of Understanding for on call compensation information, if any.

PROPOSED

POLICY TITLE: Paid Time Off (PTO) (formally Policy #2020)
POLICY NUMBER: 7000.1
POLICY EFFECTIVE DATE:
REVISED:

Paid time off (PTO) is provided by the District to employees as personal time, for illness and as a period of exemption from work with pay for the purpose of rest, relaxation, and recreation. This benefit is intended as an aid in maintaining the long-term and consistent productivity and contentment of the employee. PTO eliminates the distinction between paid sick days and vacation leave, and provides employees a specified number of days off per year.

Eligible full-time and part-time employees, with the exception of temporary and extra help employees, earn PTO leave while in paid status until they reach the accrual cap. Full-time and part-time employees start accruing PTO on their first full day of employment with the District, although introductory employees shall not use PTO leave until successful completion of at least three (3) months of continuous service in accordance with these policies.

7000.1.1 Full-Time Employee Accrual Rate

Employees accrue PTO time according to their full-time status and the number of consecutive years the employee has worked for the District as follows:

Consecutive Full Time Years of Service	Hours Received Per Pay Period	Hours Received Per Year
Less than 3 years	7.34	176 hours
3 – 10 years	9.00	216 hours
10 or more years	10.67	256 hours

When a full-time employee is not in paid status for the full pay period, PTO will be prorated based on the percentage of hours in paid status for the full pay period.

PTO leave will not accrue during leaves of absence without pay unless required by law.

7000.1.2 Part-Time Employee Accrual Rate

Part-time employees earn PTO while in paid status in a pro-rated amount based upon the accrual applicable to full time employees. Once a part-time employee reaches the pro-rated accrual cap, they stop earning vacation.

7000.1.3 Maximum PTO Leave Accrual

No employee may accrue more than five hundred twenty (520) hours, or for part-time employees the equivalent pro-rated accrual cap. When an employee reaches the cap, he/she shall cease earning PTO until his/her leave balance falls below the maximum.

At no time shall an employee be allowed to receive paid time off in excess of his / her accrued and available PTO.

7000.1.4 PTO Payout Restrictions

Employees may only request a payout of 80 hours per the District's fiscal year (July 1 through June 30).

At no time shall an employee be allowed to receive a payout of PTO if the payout will drop his/her banks below forty (40) hours.

7000.1.5 Scheduling of PTO Leave

While the District acknowledges that illness is not a scheduled event, all other uses of PTO will require authorization by the Supervisor a minimum of two (2) weeks in advance of the event. Exceptions may be made at the Department Head's discretion.

In order to receive compensation while ill, the employee shall notify his/her immediate supervisor prior to the employee's start time, or as soon thereafter as practical. The employee shall maintain appropriate communication with their supervisor during the period of illness. If possible, the employee shall notify their supervisor the day before returning to work. PTO for illness must be submitted for authorization within one (1) week of the employee's return to work. The District may require a medical release from a licensed physician in the event an illness results in an unscheduled absence in excess of three (3) days. In situations of suspected abuse, regardless of the length of leave, the District may require a medical release after notice to the employee.

PTO leave may not be used until it is earned. Introductory employees may not use PTO until successful completion of at least three (3) months of continuous service, unless under special approval of the General Manger.

7000.1.6 PTO Leave Reporting

Employees shall be responsible for the accurate reporting of PTO on their timesheet. Employees may take their PTO time in one-quarter-hour increments.

7000.1.7 PTO Integration with Call-backs

If an employee out on scheduled PTO is authorized to respond to a call-back to work during their regular scheduled hours, the time involved in the call-back or response shall be considered work time, replacing the equivalent PTO hours, and so reported on the employee's timesheet.

7000.1.8 PTO Integration with Off-duty Response

If an employee out on scheduled PTO is authorized to respond to District needs via telecommunication, the time involved in the response shall be considered work time,

replacing the equivalent PTO time with actual response time worked (in 15-minute increments), and so reported on the employee's timesheet.

7000.1.9 Unused PTO Leave Upon Separation

Any employee separating from the District who has accrued PTO leave shall be paid for all accrued PTO at his or her rate of pay at the time of separation.

7000.1.10 Unauthorized Use

No employee shall be entitled to PTO while absent from work for the following reasons:

1. Disability arising from a sickness or injury purposefully self-inflicted or caused by the employee's willful misconduct.
2. Sickness or disability sustained while on authorized leave without pay.
3. Disciplinary Suspension or Leave without Pay.

7000.1.11 Integration with Holidays

If a holiday falls on a workday during an employee's PTO, that day shall be considered as a paid holiday and not PTO.

7000.1.12 Donation of PTO Hours

Donation of PTO hours is designed to allow employees to help other employees who have experienced a personal or immediate family member's serious illness or injury or bereavement which will require the employee to be on unpaid leave for a period of time.

7000.1.12.1 Definitions:

- 1) A *serious illness or injury* for this policy is defined as an illness or injury which is expected to incapacitate or have a debilitating effect on the employee or immediate family member for an extended period of time creating a financial hardship and required the employee to take off from work for an extended period, because the employee has exhausted all accumulated leave.
- 2) *Immediate Family Member* is defined as an employee's spouse, registered domestic partner, children, step-children, in-laws, foster children, sisters, brothers, grandparents, grandchildren and parent.

7000.1.12.2 Donating PTO hours Procedure:

Upon receipt of a valid request for donation from an employee, either the employee needing the PTO or an employee wanting to help, the General Manager will confirm with Human Resources that the employee is eligible for the benefit.

To be eligible the employee must 1) be eligible to accumulate PTO; 2) have exhausted all available leave balances; and 3) be in need of PTO.

If the employee is eligible a notice will be posted of the employee's need for donations of leave on the District's bulletin board which is accessible to all employees and will be distributed through electronic mail.

7000.1.12.3 Rules Regarding Donating PTO hours:

- 1) Only Regular or Part-time employees are eligible to receive donated hours.
- 2) All donations will be voluntary.
- 3) Employees may donate up to sixteen (16) hours per month to each employee.
- 4) Donation must be made in whole hour increments.
- 5) All donations shall be irrevocable.
- 6) Employees wishing to donate time must complete a PTO Donation form.
 - a. Upon receipt of the request, Human Resources shall confirm that the donating employee has accrued enough time to satisfy the donation obligation.
 - b. Human Resources shall convert the donated hours to the eligible employee's PTO accumulation on an hour for hour basis.
- 7) Donated hours accumulation for any eligible employee cannot exceed twelve (12) weeks or 480 hours.
- 8) Employees may not donate hours if the donation will drop their leave balance below forty (40) hours.
- 9) PTO hours donated are paid out at the receiving employees rate of pay.

POLICY TITLE: Sick Leave / Kin Care (formally Policy #2040)
POLICY NUMBER: 7000.2
POLICY EFFECTIVE DATE: July 1, 2015 via Res. No. 2015-25
REVISED:

This policy, pursuant to California's Paid Sick Leave law, effective July 1, 2015 shall apply to part-time and temporary employees only, as all other employees of the District receive Paid Time Off (PTO) as agreed in current Memorandum of Understandings or Agreements.

7000.2.1 Purposes for Sick Leave

Sick leave is paid leave from work that can be used for the following purposes:

- For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
- For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
 - *Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)*
 - *Spouse or Registered Domestic Partner*
 - *Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)*
 - *Grandparent*
 - *Grandchild*
 - *Sibling*
- To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
 - *A temporary restraining order or restraining order.*
 - *Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.*
 - *To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.*
 - *To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.*
 - *To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.*

- *To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.*

7000.2.2 Terms of Sick Leave

For seasonal / temporary or extra help employees, up to 24 hours, or three (3) days, whichever is greater, of accrued and available sick leave each year is protected and may be used for any of the purposes stated in this Policy. The year is measured beginning on the employee's anniversary of hire date.

Accrual & Carryover:

Accrued and unused sick leave carries over to the following year of employment and stops earning sick leave once he or she accrues 24 hours, or three (3) days, whichever is greater.

Sick Leave Pay Rate

Sick pay rate is based on an hourly wage. Should the hourly wage fluctuate, the rate of pay is calculated on a 90-day average. Paid sick leave will not be considered hours worked for purposes of overtime calculation. An employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, retirement or other separation from employment from the District.

Sick Leave Use:

An employee may use accrued sick leave, in a minimum of one-quarter-hour increments, beginning on the 90th day after the first day of employment with the District, subject to the limits and request provisions in this Policy.

Sick Leave Request:

To request to use sick leave if the need for leave is foreseeable (e.g., doctor's appointment scheduled in advance), an employee must give the immediate supervisor reasonable advance written or oral notice. If the need for sick leave is not foreseeable, the employee shall provide written or oral notice of the need for the leave as soon as practicable. If the employee is required to be absent on sick leave for more than one day, the employee must keep the immediate supervisor informed each day as to the date the employee expects to return to work and the purpose of the leave. Failure to request sick leave as required by this Policy without good reason, may result in the employee being treated as absent without leave.

Certification:

All employees, including seasonal, temporary, or extra help, who use paid leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave must provide certification of the need for

leave within a reasonable time thereafter.

Sick Leave on Separation from Employment:

Unused sick leave is not cashed out upon termination, resignation, retirement, or other separation from employment. Unused sick leave may be converted to retirement service credits only as may be permitted under applicable retirement system laws and regulations.

Sick Leave Reinstatement:

If an employee separates and is rehired within one (1) year from separation, accrued and unused sick leave, to a maximum of 3 days or 24 hours, whichever is greater, will be reinstated. An employee who worked at least 90 days in the initial employment with the District may immediately use reinstated sick leave. An employee who had not worked 90 days in the initial employment with the District must work the remaining amount of the 90 day-qualifying period to be able to use accrued sick leave.

PROPOSED

POLICY TITLE: Other Leaves (formally Policy #2160)
POLICY NUMBER: 7000.3
POLICY EFFECTIVE DATE:
REVISED:

7000.3.1 Jury Duty Leave / Subpoenaed or Court-Ordered Witness Leave (formally in Policy #2060)

Any employee, including an introductory or temporary employee, who is summoned to serve on a jury, or subpoenaed or ordered to be a witness, must notify his or her Supervisor or Department Head as soon as possible and provide an approximate duration of service. Any employee who is released from jury service prior to the end of his or her scheduled work hours must report to work unless otherwise authorized by his or her supervisor. (Gov. Code § 1230; Labor Code § 230; 28 USC § 1875(c))

All overtime-eligible employees will be paid for actual work hours missed because of time spent in jury service or court. Jury duty leave will not be considered hours worked for the purpose of overtime calculation.

All Fair Labor Standards Act (FLSA) exempt employees will continue to receive their normal salary and benefits while on jury duty or as serving as a witness. (29 CFR § 541.602(b)(3))

Grand jury is typically served as a volunteer, and the employee is not eligible for paid time to serve.

7000.3.2 Other Court of Administrative Proceeding Appearances

7000.3.2.1 Regarding District Duties

Any employee, including an introductory or temporary employee, who is subpoenaed to appear in court in a matter regarding an event or transaction in the course of his or her District job duties, must give his or her supervisor as much advance notice as is possible. The District will determine whether the matter involves an event or transaction in the course of the employee's District job duties. If so, this leave to appear in court will be without loss of compensation, and the time spent will be considered work time.

7000.3.2.2 Regarding Employee-Initiated Proceedings

Any employee, including an introductory or temporary employee, who is subpoenaed to appear, or appears in court because of civil or administrative proceedings that he or she initiated, is not entitled to receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay or use any accrued leave for time spent related to those proceedings. The time spent in these proceedings is not considered work time. Notwithstanding the above, an employee who is testifying or appearing as the designated representative in PERB conferences or hearings, or at a personnel or

merit commission is entitled to paid release time. (Gov. Code § 3505.3(a)(2) & (3).)

7000.3.2.3 Regarding Crime Victim / Victim Family Member Court Attendance Leave

Any employee, including an introductory or temporary employee, who is a victim of a crime that is a serious or violent felony, or a felony involving theft or embezzlement, may take leave from work to attend judicial proceedings related to that crime, if the employee provides the District a copy of the notice of the scheduled proceeding in advance. If advance notice is not feasible, the employee must provide the District, within a reasonable time after the leave is taken, documentation from the District Attorney, victim's rights office, or court / governing agency that shows that the judicial proceeding occurred when the leave was used.

An employee who is an immediate family member of such a crime victim, including: a registered domestic partner; the child of the registered domestic partner; spouse; child; stepchild; brother; stepbrother; sister; stepsister; mother; stepmother; father; or stepfather of the crime victim is also entitled to leave from work to attend judicial proceedings relating to that crime. The leave is unpaid unless the employee elects to use accrued PTO or other paid leave, or compensatory time off. (Labor Code § 230.2.)

7000.3.2.4 Regarding Crime Victim / Family Member Victim's Rights Proceedings Leave

Any employee, including an introductory or temporary employee, who is a victim of a crime listed in Labor Code section 230.5(a)(2)(A), may take leave from work to appear in court to be heard at any proceeding in which the right of the victim is an issue, if the employee provides the employer reasonable advance notice. If advance notice is not feasible, the employee must provide the District, within a reasonable time after the leave is taken, certification from a police report, a district attorney or court, or from a health care provider or victim advocate, that the employee was a victim of any of the crimes listed in Labor Code section 230.5(a)(2)(A). An employee who is a spouse, parent, child, sibling, or guardian of such a crime victim is also a victim who is entitled to this leave if the above notice or certification requirements are met. The leave is unpaid unless the employee elects to use accrued PTO or paid leave, or compensatory time off.

7000.3.3 Leave for Victims of Domestic Violence, Sexual Assault, or Stalking to Obtain Restraining Order or Injunctive Relief

Any employee, including an introductory or temporary employee, who is a victim of domestic violence, sexual assault, or stalking, may take leave from work to obtain or attempt to obtain any relief, including, but not limited to: a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or his or her child, if the employee provides advance notice of the need

for leave. If advance notice is not feasible, the employee must provide any of the following certifications within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use accrued leave. (Labor Code § 230.5(f).)

7000.3.3.1 Leave for Victims of Domestic Violence, Sexual Assault, or Stalking to Obtain Medical Attention or Counseling or Safety Planning

Any employee, including an introductory or temporary employee, who is a victim of domestic violence, sexual assault, or stalking, may take leave from work to attend to any of the following: obtaining medical attention or psychological counseling; obtaining services from a shelter, program or crisis center; or participating in safety planning or other actions to increase safety, if the employee provides advance notice of the employee's intention to take time off for these purposes. If advance notice is not feasible, the employee must provide any of the following to the District within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use accrued leave.

7000.3.4 Bereavement Leave

All employees, including an introductory or temporary employee, may utilize paid bereavement leave to attend a funeral or memorial service, or to take care of family matters, that are related to the death of a member of immediate family. "Immediate family" consists of the following: employee's spouse, domestic partner, child, stepchild, parent, grandparent, grandchild, brother, sister, mother/father-in-law, son or daughter-in-law, brother or sister-in-law, legal guardian, or custodial child, or the same relatives of a domestic partner. The General Manager may approve this leave for people who are not defined as immediate family per this section. Employees are entitled to up to three (3) days for each death in the immediate family. An employee who utilizes bereavement leave shall notify his/her supervisor or department head of the intent to use such leave.

Bereavement leave days are paid at eight (8) hours regardless of work schedule.

7000.3.5 Military Leave

Military leave will be granted in accordance with state and federal law. An employee requesting leave for this purpose shall promptly provide the department head with a copy of the military orders specifying the dates, site and purpose of the activity or

mission. Within the limits of such orders, the department head may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

7000.3.6 Time Off to Vote

Any employee, if he or she does not have sufficient time outside of working hours to vote, may request up to two hours of paid leave either at the beginning or end of scheduled working hours to enable him or her to vote. The employee must request time off to vote from his or her supervisor at least two days prior to election day.

7000.3.7 School Related Leave

7000.3.7.1 School or Licensed Day Care Activity Leave

Any employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in *loco parentis* to one or more children who are in kindergarten or grades 1 through 12, or who are in a licensed child care facility, shall be allowed up to 40 hours each school year, not to exceed eight (8) hours in any calendar month of the school year, to: participate in activities of their child's school or licensed child care facility; find, enroll, or reenroll a child in a school or with a licensed child care provider; or to pick up a child due to a child care provider or school emergency, including a request that the child be picked up from school/child care, behavioral/discipline problems, closure or unexpected unavailability of the school (excluding planned holidays), or a natural disaster. The employee must provide reasonable advance notice to his/her supervisor of the planned absence. The leave is unpaid unless the employee uses PTO, personal leave or compensatory time off. The employee must provide documentation from the school or licensed child care facility as verification that the employee participated in school or child care facility activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody work for the District at the same District work site, only the first parent requesting will be entitled to leave under this provision. (Labor Code § 230.8.)

7000.3.7.2 Child Suspension Leave

Any employee who is the parent or guardian of a child in grades 1 through 12 may take time off to go to the child's school in response to a request from the child's school.

7000.3.8 Paid Admin Leave

The District has the right to place an employee on leave with full pay for a non-disciplinary reason at any time when the General Manager or Human Resources has determined that the employee's and/or District's best interests warrant the leave. The employee does not have a right to appeal the decision to be placed on administrative leave with pay.

7000.3.9 Bone Marrow or Organ Donor Leave

An employee may use up to five (5) days of paid leave each calendar year to serve as a bone-marrow donor. An employee also may use up to thirty (30) days of paid leave each calendar year to serve as an organ donor. Employees who wish to take this leave will be required to provide written verification, including confirmation that the employee is a donor and that there is a medical necessity.

Employees taking bone marrow leave shall use five (5) days of available accrued leave. Employees taking organ donation leave shall use ten (10) days of available accrued leave. Once the ten (10) days of accrued leave has been taken, the remainder of the thirty (30) workdays will be paid by the District.

During bone marrow and organ donation leave, the District will continue to provide and pay for any group health plan benefits the employee was enrolled in prior to the leave of absence.

Leave for bone marrow and organ donation is a separate category of leave and is in addition to annual PTO leave accruals. This leave will not be counted as a break-in-service and may not run concurrently with Family and Medical Leave Act leave or California Family Rights Act (CFRA) leave entitlements.

Upon conclusion of this leave, the employee will be reinstated to his or her original position, or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment.

POLICY TITLE: Family and Medical Care Leaves (formally Policy #2310)
POLICY NUMBER: 7000.4
POLICY EFFECTIVE DATE:
REVISED:

The District provides family and medical care leave for eligible employees as required by State and federal law. Employees who misuse or abuse family and medical care leave may be disciplined up to and including termination. This Policy is supplemented by the Federal Family and Medical Leave Act ("FMLA"), and the California Family Rights Act ("CFRA"). Unless otherwise stated in this Policy, "Leave" means leave pursuant to the FMLA and CFRA. Unless otherwise provided by law, the District will run each employee's FMLA and CFRA leaves concurrently.

Employees who fraudulently obtain or use FMLA or CFRA leave are not protected by the leave's job restoration or maintenance of health benefits provisions.

The District has the legal right to designate FMLA and/or CFRA leave whether the employee wishes to request such leave. In addition, the District has the legal right to retroactively designate such leave following resolution of medical uncertainty by receiving a notice meeting legal requirements from the employee's medical doctor.

7000.4.1 Definitions

- (a) "12 Month Period" means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken. (29 CFR § 825.200(b)(4); 2 Cal.Code Regs § 11090(b).)
- (b) "Single 12 Month Period" means a 12-month period which begins on the first day the eligible employee takes FMLA / CFRA leave to take care of a covered service member and ends 12 months after that date. (29 CFR § 825.200(f).)
- (c) "Child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care, and includes a biological, adopted, foster or step-child. A child is "incapable of self care" if he/she requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living, such as caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning shopping, taking public transportation, paying bills, maintaining a residence, or using telephones and directories. (29 CFR § 825.102; Gov. Code § 12945.2(c)(1).)
- (d) "Parent" means the biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law. (29 CFR § 825.102; Gov. Code § 12945.2(c)(7).)
- (e) "Spouse" means one or two persons to a marriage, regardless of the sex of the persons, and for purposes of FMLA / CFRA leave, includes a registered domestic

partner as defined below. (29 CFR § 825.102; Fam. Code § 300; 2 Cal. Code Regs § 11087(r).)

- (f) "Domestic Partner" is another adult with whom the employee has filed a Declaration of Domestic Partnership with the Secretary of State, and who meets the criteria specified in California Family Code section 297. A legal union formed in another state that is substantially equivalent to the California domestic partnership is also sufficient. (Fam. Code § 299.2.)
- (g) "Serious Health Condition" means an illness, injury impairment, or physical or mental condition that involves:
 - 1) Inpatient Care in a hospital, hospice, or residential medical care facility, including any period of incapacity (e.g., inability to work or perform other regular daily activities due to the serious health condition, treatment involved, or recovery there from). A person is considered "inpatient" when a health care facility admits him or her to the facility with the expectation that he or she will remain at least overnight, even if it later develops that such person can be discharged or transferred to another facility, and does not actually remain overnight; or
 - 2) Continuing treatment 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:
 - a. A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to serious health condition of more than three consecutive calendar days; and
 - b. Any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - i. Treatment two or more times 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; or
 - ii. Treatment by a health care provider on at least one occasion which 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.
 - 3) Any period of incapacity due to pregnancy or for prenatal care. (29 CFR § 825.120; Gov. Code §12945.2(c)(8).) Note that pregnancy is a "serious health condition" only under the FMLA. Under California law, an employee

disabled by pregnancy is entitled to pregnancy leave. (See Policy 808, Leave Because of Pregnancy, Childbirth, or Related Medical Condition.)

- 4) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - i. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 - ii. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - iii. 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.
- 5) A period of incapacity that 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 health care provider.
- 6) 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. (29 CFR § 825.113; Gov. Code § 12945.2(c)(8); 2 Cal.Code Regs § 11087(q)(1).)

(h) "Health Care Provider" means:

- 1) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery in 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, which 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 California and performing within the scope of their practice as defined under California State law;
- 4) Nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California State law and who are performing within the scope of their practice as defined under 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 plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits. (29 CFR § 825.102; Gov. Code § 12945.2(c)(6).)
- (i) "Covered active duty" means: 1) in the case of a member of a regular component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; or 2) in the case of a member of the reserve component of the Armed Forces, duty during the deployment of members of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions. (29 CFR § 825.102.)
- (j) "Covered Servicemember" means: 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; or 2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy. (29 CFR § 825.102 & 825.122.)
- (k) "Outpatient Status" means, with respect to a covered servicemember, the status of a member of the Armed Forces assigned to either: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 CFR § 825.102.)
- (l) "Next of Kin of a Covered Servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. (29 CFR § 825.102.)
- (m) "Serious Injury or Illness" means: 1) in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that a covered servicemember incurred in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by the service in the line of duty on active duty in the Armed Forces) and that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating; or 2) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line

of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran. (29 CFR § 825.102.)

7000.4.2 Reasons for Leave

Leave is only permitted for the reasons listed below.

- (a) The birth of a child or to care for a newborn of an employee; (29 CFR § 825.120; Gov. Code § 12945.2(c)(3)(A));
- (b) The placement of a child with an employee in connection with the adoption or foster care of a child; (29 CFR § 825.121; Gov. Code § 12945.2(c)(3)(A));
- (c) Leave to care for a child, parent, spouse, or domestic partner who has a serious health condition; (29 CFR § 825.113; Gov. Code § 12945.2(c)(3)(A) & (B));
- (d) Leave because of a serious health condition that makes the employee unable to perform any one or more essential functions of his/her position; (29 CFR § 825.113; Gov. Code § 12945.2(c)(3)(C));
- (e) Leave for a variety of “qualifying exigencies” arising out of the fact that an employee’s spouse, son, daughter, or parent is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation (29 CFR § 825.126 -- This is a FMLA leave and not a CFRA leave); or
- (f) Leave to care for a spouse, son, daughter, parent, or “next of kin” who is a covered servicemember of the U.S. Armed Forces who has a serious injury or illness: incurred in the line of duty while on active military duty; or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces. This leave can run up to 26 weeks of unpaid leave during a single 12-month period. (29 CFR § 825.127 -- This is a FMLA leave and not a CFRA leave.)

7000.4.3 Employees Eligible for Leave

An employee is eligible for leave if:

- (a) The employee has been employed by the District for at least 12 months; and
- (b) The employee has been employed by the District for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave; and
- (c) The District directly employs at least 50 full or part-time employees within a 75-mile radius for each working day during each of 20 or more calendar workweeks in the current or preceding calendar year. The workweeks do not have to be consecutive. The phrase “current or preceding calendar year” refers to the calendar year in which the employee requests the leave or the calendar year preceding this request. (29 CFR § 825.109(d)-29 CFR § 825.111; Gov. Code § 12945.2(a) & (b); 2 Cal.Code Regs §§ 11087(d)(1) & 11087(e).)

7000.4.4 Amount of Leave

Eligible employees are entitled to a total of 12 workweeks (or 26 workweeks to care for a covered servicemember) of leave during any 12-month period. If FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first. (29 CFR § 825.127.)

7000.4.5 Minimum Duration of Leave

- (a) If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g. bonding with a newborn) for less than two weeks duration on any two occasions. (2 Cal.Code Regs § 11090(d).)
- (b) If leave is requested to care for a child, parent, spouse or the employee him/herself with serious health condition, there is no minimum amount of leave that must be taken. However, compliance with the notice and medical certification provisions in this Policy is required. (29 CFR § 825.205; 2 Cal.Code Regs § 11090(e).)

7000.4.6 Parents both Employed by the District

If both parents of a child, adoptee, or foster child are employed by the District and are entitled to bonding leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period. (29 CFR § 825.120(a)(3).) If both parents of a covered servicemember are employed by the District and are entitled to leave to care for a covered servicemember, the aggregate number of workweeks of leave to which both may be entitled is limited to 26 work weeks during the 12-month period. This limitation does not apply to any other type of leave under this Policy. (29 CFR § 825.127(f).)

7000.4.7 Employee Benefits While On Leave

- (a) **Group Health Insurance During Unpaid Leave:** Leave under this Policy is unpaid. While on unpaid leave, employees will continue to be covered by the District's group health insurance for up to 12 weeks each leave year to the same extent that coverage is provided while the employee is on the job. If the employee is disabled by pregnancy, coverage will continue up to four months each leave year. If an employee disabled by pregnancy also uses leave under the CFRA for baby-bonding, the District will maintain coverage while the employee is disabled by pregnancy (up to four months or 17 1/3 weeks) and during her CFRA leave (up to 12 weeks). (Gov. Code §§ 12945(a)(2)(A) & 12945.2(s).)
- (b) **Benefit Plans Not Provided through the Districts Group Health Plan During Unpaid Leave Do Not Continue:** Under FMLA / CFRA regulations the District is

not required to pay for benefit plans that are not part of the group health plan for any employee on unpaid leave. As a result, employees will not continue to be covered under the District benefit plans that are not provided through the District group health plans while the employee is on unpaid leave. (2 Cal. Code Regs § 11092(e).)

- (c) **Payment of Premiums:** Employees may make the appropriate contributions for continued coverage under the health benefits plans by payroll deductions (if the employee is using his or her paid leave) or direct payments (if the employee is not using his or her paid leave). The District will inform the employee whether the direct payments for premiums should be paid to the carrier or to the District, and the deadlines for paying premiums in order to prevent coverage from being dropped. Employee contribution rates are subject to any changes in rates that occur while employee is on leave.
- (d) **Recovery of Premium if the Employee Fails to Return from Leave:** If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the District shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control. (29 CFR § 825.213; Gov. Code § 12945.2(f)(1); 2 Cal.Code Regs § 11092(c)(5).)
- (e) **Holidays:** Holidays occurring during FMLA / CFRA leave will be handled in accordance with 29 CFR § 825.200 (4), and the holiday hours counted as FMLA / CFRA leave when the full work week is taken as FMLA / CFRA leave time. When leave is taken in increments of less than a full workweek, a holiday will not be counted as FMLA / CFRA leave.

7000.4.8 Substitution of Paid Accrued Leaves

Although family and medical care leave is unpaid, an employee may elect and the District will require an employee to concurrently use all paid accrued leaves during family and medical care leave as described below.

7000.4.8.1 District's Right to Require an Employee to use Paid Leave when Using FMLA / CFRA Leave

Employees must use and exhaust their accrued leaves concurrently with family and medical care leave to the same extent that employees have the right to use their accrued leaves concurrently with family and medical care leave with two exceptions:

- (a) Employees are not required to use paid leave during leave pursuant to a disability plan that pays a portion of the employee's salary while on leave unless the employee agrees to use paid leave to cover the unpaid portion of the disability leave benefit; (29 CFR § 825.207(d); 2 Cal.Code Regs. § 11092(b)(2) & (3)); and

- (b) An employee must agree to use accrued sick leave to care for a child, parent, spouse or domestic partner. (Gov. Code § 12945.2(e); 2 Cal.Code Regs § 11092(b)).

7000.4.8.2 District's Right to Require an Employee to Exhaust FMLA / CFRA Leave Concurrently with Other Leaves

If an employee takes a leave of absence for any purpose which also qualifies under both the FMLA and CFRA, the District will designate that leave as running concurrently with the employee's 12-week FMLA / CFRA leave entitlement.

7000.4.8.3 District's and Employee's Rights if an Employee Requests Accrued Leave Without Mentioning FMLA or CFRA

If an employee requests to utilize accrued vacation leave or other accrued paid time off without reference to a FMLA / CFRA qualifying purpose, the District may not ask the employee if the leave is for a FMLA / CFRA qualifying purpose. (2 Cal.Code Regs § 11092(b)(4)(A).) However, if the District denies the employee's request and the employee provides information that the requested time off is for a FMLA / CFRA qualifying purpose, the District may require the employee to exhaust accrued leave as described above. (2 Cal.Code Regs § 11092(b)(4)(A)(1).)

7000.4.9 Medical Certification / Recertification

Employees who request leave must provide a medical certification and/or recertification to support the need for the leave as described below:

- (a) ***Employee's Own Serious Health Condition:*** Employees who request leave for their own serious health condition must provide written certification from the health care provider that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; and a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of his or her position. (Gov. Code § 12945.2(j)(2); 2 Cal. Code Regs § 11087(a)(2); 2 Cal.Code Regs § 11091(b)(2).) Upon expiration of the time period the health care provider originally estimated that the employee needed for his/her own serious health condition, the employee must obtain recertification if additional leave is requested. (Gov. Code § 12945.2(j)(2); 2 Cal. Code Regs § 11091(b)(2); 29 CFR § 825.308.)
- (b) ***Family Member Serious Health Condition:*** Employees who request leave to care for a child, parent, domestic partner or a spouse who has serious health condition must provide written certification from the health care provider of the family member requiring care that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the employee needs to care for the child, parent, domestic partner, or spouse, and 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 child, parent or spouse. The term “warrants the participation of the employee” includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care. (Gov. Code § 12945.2(k)(1); 2 Cal.Code Regs § 11087(a)(1); 2 Cal.Code Regs § 11091(b)(1).) Upon expiration of the time period the health care provider originally estimated that the employee needed to care for a covered family member, the employer must obtain recertification if additional leave is requested. (Gov. Code § 12945.2(j)(2); 2 Cal.Code Regs § 11091(b)(1); 29 CFR § 825.308.)

- (c) ***Servicemember Serious Injury or Illness:*** Employees who request FMLA leave to care for a covered servicemember who is a child, spouse, parent or “next of kin” of the employee, must provide written certification from a health care provider regarding the injured servicemember’s serious injury or illness. (29 CFR § 825.310.) The District will verify the certification as permitted by the FMLA regulations. (29 CFR § 825.310(e) &(f).)
- (d) ***Qualifying Exigency:*** The first time an employee requests FMLA leave because of a qualifying exigency, the employer may require the employee to provide a copy of the military member’s active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member’s active duty service. A copy of the new active duty orders or similar documentation shall be provided to the District 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 military member. (29 CFR § 825.309.) The District] will verify the certification as permitted by the FMLA regulations. (29 CFR § 825.309(d).)

7000.4.10 Time to Provide a Medical Certification

When an employee has provided at least 30 days’ notice for a foreseeable leave, the employee must provide a medical certification before the leave begins. When this is not possible, the employee must provide the medical certification to the District within the time frame requested by the District (which must allow at least 15 calendar days after the employer’s request), unless it is not practicable under the particular circumstances to do so despite the employee’s diligent, good faith efforts. (2 Cal.Code Regs § 11091(b)(3); 29 CFR § 825.305(b).)

7000.4.11 Consequences for Failure to Provide an Adequate or Timely Certification

If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. (2 Cal.Code Regs § 11091(b)(3); 29 CFR § 825.313(a) & (b).) However, if an employee fails to provide a medical certification within the time frame established in this Policy, the District may delay the taking of FMLA / CFRA leave until required certification is provided, or deny FMLA / CFRA protections following the expiration of the time period to provide an adequate certification. (2 Cal.Code Regs § 11091(b)(3); 29 CFR § 825.313(a).)

7000.4.12 Human Resources Review of the Contents of Medical Certification for Employee's Own Serious Health Condition

- (a) **Complete and Sufficient:** The employee must provide a certification for his or her own serious health condition that is complete and sufficient to support the request for leave. A certification is incomplete if one or more of the applicable entries on the certification form have not been completed. A certification is insufficient if the information on the certification form is vague, ambiguous, or not responsive. If the certification is incomplete or insufficient, Human Resources will give the employee written notice of the deficiencies and seven days to cure, unless a longer period is necessary in light of the employee's diligent, good faith efforts to address the deficiencies. (29 CFR § 825.305(c).)
- (b) **Authentication and Clarification:** After giving the employee an opportunity to cure the deficiencies in a medical certification for the employee's own serious health condition, Human Resources may contact the health care provider who provided the certification to clarify and/or authenticate the certification. "Authentication" means providing the health care provider with a copy of the certification form and requesting verification that the information on the form was completed or authorized by the health care provider who signed the form. "Clarification" means contacting the health care provider to understand the handwriting on the medical certification or to understand the meaning of the response. Human Resources may not ask for additional information beyond that required on the certification form. (29 CFR § 825.307(a).)

7000.4.13 Second and Third Medical Opinions For Employee's Own Serious Health Condition

If the District has a good faith, objective reason to doubt the validity of a certification for the employee's serious health condition, the District may require a medical opinion of a second health care provider chosen and paid for by the District. If the second opinion is different from the first, the District may require the opinion of a third provider jointly approved by the District and the employee, but paid for by the District. The opinion of the third provider will be binding. (29 CFR § 825.307(b) & (c); 2 Cal.Code Regs § 11091(b)(2)(A).) The District must provide the employee with a copy of the second and third medical opinions, where applicable, without cost, upon the request of the employee. (29 CFR § 825.307(d); 2 Cal.Code Regs § 11091(b)(2)(D).)

7000.4.14 Intermittent Leave or Leave on a Reduced Leave Schedule

If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule for his or her own serious health condition, or to care for an immediate family member with serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. (2 Cal.Code Regs § 11090(e); 29 CFR § 825.202(b).) The District may require an employee, who certifies

the need for a reduced schedule or intermittent leave, to temporarily transfer to an alternate position of equivalent pay and benefits that better accommodates the leave schedule. (2 Cal.Code Regs § 11090(e)(1); 29 CFR § 825.204.)

7000.4.15 Employee Notice of Leave

Although the District recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much verbal or written notice as possible of their need for leave. (29 CFR § 825.304(a).) If leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact day(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. (29 CFR § 825.302(a); 2 Cal.Code Regs § 11091(a)(2) & (3).) For foreseeable leave due to a qualifying exigency, an employee must provide verbal or written notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR § 825.302(a).)

7000.4.16 Reinstatement Upon Return From Leave

Certification from the employee's physician will be required prior to approval to return to work from leave at the District, if the leave was for a serious health condition of the employee.

- (a) **Reinstatement to Same or Equivalent Position:** Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent benefits and pay. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the FMLA / CFRA period. (2 Cal.Code Regs § 11087(f) & (g); 2 Cal.Code Regs § 11089(a); 29 CFR § 825.214-215; 29 CFR § 825.216.)
- (b) **Date of Reinstatement:** If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and the District, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his/her readiness to return. (2 Cal.Code Regs § 11089(c)(1) & (2).)
- (c) **Employee's Obligation to Periodically Report on His / Her Condition:** Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return. (29 CFR § 825.311.)
- (d) **Fitness for Duty Certification:** As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his or her job, the employee must obtain and present a fitness-for-duty certification from the health care provider stating that the employee is able to resume work. Failure to provide such certification will

result in denial of reinstatement. (Gov. Code § 12945.2(k)(4); 29 CFR § 825.312.)

- (e) **Reinstatement of “Key Employees”:** The District may deny reinstatement to a “key” employee (i.e., an employee who is among the highest paid 10 percent of all employed by the District within 75 miles of the worksite) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the District, and the employee is notified of the District’s intent to deny reinstatement on such basis at the time the employer determines that such injury would occur. (Gov. Code § 12945.2(r)(1); 29 CFR §§ 825.217-219.)

7000.4.17 Required Forms

Employees must complete the applicable forms to receive family and medical care leave. The forms may be found on the District’s intranet site or by contacting Human Resources.

7000.4.18 Coordination of Leaves

Whenever possible and as allowed by law, the District will run leaves for FMLA leave, CFRA leave, pregnancy disability and other disabilities concurrently. Where this is not possible, the appropriate exceptions under the law will be applied.

POLICY TITLE: Pregnancy Disability Leave (PDL)
POLICY NUMBER: 7000.5
POLICY EFFECTIVE DATE:
REVISED:

An employee who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to an unpaid leave for up to the number of hours normally worked within four (4) calendar months (one-third of a year or 17 1/3 weeks). (Gov. Code § 12945(a).) For a full-time employee who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on 40 hour per week times 17 1/3 weeks. (2 Cal. Code Regs § 11042(a)(1).) An employee who works less than 40 hours per week will receive a pro rata or proportional amount of leave. (2 Cal. Code Regs § 11042(a)(2).)

This leave need not be taken in one continuous period of time (2 Cal. Code Regs § 11042(a)) and can be taken intermittently or on a reduced work schedule when medically advisable, as determined by the employee's health care provider. If the employee needs intermittent leave or leave on a reduced schedule, the District may require the employee to transfer, during the period of the intermittent or reduced schedule leave, to an available alternative position for which they are qualified and which may better accommodate recurring periods of leave. An alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or reduced work schedule.

7000.5.1 Notice of Certification Requirements

(a) Notice: Requests for pregnancy disability leave must be submitted in writing with reasonable advance notice of the medical need for the leave. (2 Cal. Code Regs § 11042(c)(1).) All leaves must be confirmed in writing, have an agreed-upon specific date of return, and be submitted to Human Resources. (2 Cal. Code Regs § 11042(a).)

(b) Certification: The request for pregnancy disability leave must be supported by a written certification from the attending physician stating that: 1) the employee is disabled from working by pregnancy, childbirth or a related medical condition; 2) the date on which the employee became disabled by pregnancy, childbirth or a related medical condition; and 3) the estimated duration or end date of the leave. (2 Cal. Code Regs §§ 11050(b)(7); 11050(e).)

7000.5.2 Compensation During Leave

Pregnancy disability leaves are without pay, unless supplemented by disability benefits. However, the employee must first use PTO leave, if any. (2 Cal. Code Regs § 11044(b)(1).) Once PTO leave is depleted, the employee may elect to use any other accrued paid time off during the leave. (2 Cal. Code Regs § 11044(b)(2).)

7000.5.3 Benefits During Leave

- (a) *Group Health Insurance:* An employee on pregnancy disability leave may continue to receive any group health insurance coverage that was provided before going on leave, beginning on the date the pregnancy disability leave begins and continuing for up to four months in a 12-month period, at the same level and under the same conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. (Gov. Code § 12945(a)(2)(A); 2 Cal. Code Regs § 11044(c).) The District may recover premiums it paid to maintain health coverage if an employee does not return to work following pregnancy disability leave, unless the reason for the failure to return is a circumstance beyond the employees control or the use of the separate right to 12 weeks of bonding leave under the California Family and Medical Leave Act. (Gov. Code § 12945(a)(2)(A); 2 Cal. Code Regs § 11044(c)(3).)
- (b) *PTO Leave:* PTO leave does accrue while an employee is on unpaid pregnancy disability leave. (See 2 Cal. Code Regs § 11044(d)(1).)

7000.5.4 Reinstatement

The employee must provide a release from their health care provider certifying that the employee is able to perform all the essential functions of their position safely with or without reasonable accommodation.

- (a) Upon the expiration of pregnancy leave, the employee will be reinstated to their original or a comparable position, so long as it was not eliminated for a legitimate business reason during the leave. (2 Cal. Code Regs § 11043(c).)
- (b) If the employee's original position is no longer available, the employee will be assigned to a comparable, open position. (2 Cal. Code Regs § 11043(c)(2).)
- (c) If upon return from leave an employee is unable to perform the essential functions of their 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 in accordance with these Policies. (See Policy 2000.11, Reasonable Accommodation and Interactive Process.)

7000.5.5 Coordination of Leaves

Whenever possible and as allowed by law, the District will run leaves for Family Medical Leave Act (FLMA), California Family Rights Act (CFRA) leave, Pregnancy Disability leave (PDL) and other disabilities concurrently. Where this is not possible, the appropriate exceptions under the law will be applied.

POLICY TITLE: Authorized Leave Without Pay (formally Policy #2165)
POLICY NUMBER: 7000.6
POLICY EFFECTIVE DATE:
REVISED:

The General Manager may grant a leave of absence without pay or benefits, including PTO, for up to sixty (60) calendar days. Employees eligible for this leave must have successfully completed at least one (1) year of District service and have a recent performance evaluation of at least meets standards. The Board of Directors may grant a leave of absence of greater length than sixty (60) calendar days but not to exceed four (4) calendar months.

An employee shall not be entitled to a leave without pay as a matter of right.

A leave of absence may be taken in conjunction with, and at the conclusion of, an authorized use of PTO or compensatory time off.

Requests for a leave of absence should be submitted in writing to the General Manager as far in advance of the anticipated leave date as possible. The leave request must be dated, signed by the employee, and must state the reasons, circumstances and anticipated duration of the leave.

The District requires an employee to use all available PTO or other accrued leave for any scheduled or unscheduled leave prior to considering an employee's request for an authorized leave without pay, unless allowed by law.

7000.6.1 Extension of Leave

A written request for an extension of leave under this policy must be submitted to the General Manager no less than two (2) weeks before the end of the original leave.

7000.6.2 Benefits While on Authorized Leave Without Pay

An employee who wishes to maintain any and all of his/her insurance benefits during an unpaid leave of absence may do so by timely paying 100% of the premiums for the desired benefits for the period he/she is on leave of absence.

Failure to pay the premiums will result in termination of insurance coverage on the last day of the month during which the payment is not made. The employee may be subject to a waiting period for reinstatement of benefits upon return to work.

No employee will earn PTO while on an authorized leave without pay.

7000.6.3 Returning From an Authorized Leave Without Pay

When an employee is granted authorized leave under this Policy, the District will generally attempt to return the employee to his or her same or comparable position after the conclusion of the leave. However, there is no guarantee of reinstatement to the same or comparable position following a leave of absence without pay.

Upon returning from a leave of absence of thirty (30) calendar days or more, the employee's anniversary date for performance reviews will be advanced by the number of days absent closest to the 1st or 16th of the month. *Example: If your performance evaluation date was January 1st and you took a 35 day leave of absence, your next performance evaluation date would be February 1st the following year.*

An employee who fails to report promptly for work at the expiration of a leave of absence will be considered to have voluntarily resigned.

PROPOSED

POLICY TITLE: Unauthorized Voluntary Absence
POLICY NUMBER: 2165

12/22/97

2165.10 Any employee's unauthorized absence, i.e., absence from his/her duty without leave authorized in accordance with the provisions of this M.O.U., for five (5) or more consecutive working days shall constitute an automatic voluntary resignation by such employee from his/her employment with CCWD, effective as of the last date on which the employee worked. Any employee's failure to return to Calaveras County Water District service within five (5) working days of the expiration of his/her leave of absence authorized in accordance with the provisions of this M.O.U. or to secure from CCWD extension of such leave of absence shall constitute an automatic voluntary resignation by such employees from his/her employment with CCWD, effective as of the date of expiration of his/her employment with CCWD, effective as of the date of expiration of his/her leave of absence.

POLICY TITLE: Hours of Work and Overtime
POLICY NUMBER: 2010

12/15/97

2010.10 This policy shall apply to all employees.

2010.20 The work week shall consist of seven (7) consecutive days from 12:01 o'clock A.M. Monday, through midnight Sunday.

2010.30 Normal working hours are 7:30AM to 4:00PM for office personnel and 7:00 AM to 3:30 PM for O & M personnel, continuously, Monday through Friday, with two 15 minute rest breaks and one 30 minute lunch break.

2010.31 Flexible hours may be evaluated on a case by case basis provided there are clear advantages to both the employee and the District and that they result in no reduction in service. All work hour modifications require the written approval of the Department Head and the General Manager.

2010.32 Department Heads and field supervisors shall schedule lunch and rest breaks to ensure that sufficient employees are available to sustain normal operations throughout normal working hours.

2010.33 Field employees shall report to a field office or treatment plant to start their work day. The field supervisor has the option to change the reporting place to a job site if required.

2010.40 **Overtime**

- 2010.41 Overtime is defined as one of the following:
- a.) Time worked in excess of forty (40) hours in a work week;
 - b.) Time worked in excess of eight (8) hours on a scheduled workday if a five (5) day, eight (8) hour per day workweek is in effect;
 - or,
 - c.) Time worked in excess of ten (10) hours on a scheduled workday if a four(4) day, ten (10) hour per day workweek is in effect; or,
 - d.) Time worked on a designated holiday.
 - e.) The 40 hour work week shall include authorized time off.

2010.42 Overtime Authorization

All non-emergency overtime must be approved in advance by the Department Head or General Manager. Emergency overtime may be authorized by leadmen, supervisors, or Department Heads and reported to the Human Resources Officer at the next regular work day.

2010.43 Compensation

Officers and Department Heads are not compensated for overtime. All other employees shall be paid at the rate of time-and-one-half of their regular pay rate.

2010.44 Meals

When emergency work is required outside of regular working hours, a meal shall be provided or the employee reimbursed for up to \$7.50 per meal, with receipt, commencing after 4 hours of emergency work and continuing during every 4 hours of work thereafter. If an employee is called out prior to normal working hours, meal reimbursement will be handled on a case by case basis. During emergencies, Leadmen shall assess the situation and determine the needs of the crew with regard to scheduling meals.

2010.50 On-Call Status

2010.51 A schedule shall be maintained by the O & M Superintendent whereby operating or maintenance employees shall be assigned, in rotation, to be on-call on a weekly basis to perform emergency work during hours not part of their standard work week.

2010.52 When an employee is on-call, they may be provided a radio, pager, etc. which will provide notification in the event of an emergency work need. Said radio, pager, etc. shall be kept in the on-call employee's possession during the entire on-call period of time. Notification of an emergency work need may also be given orally, in person or by telephone, by any responsible managing employee.

2010.53 When an employee is on-call, the employee may use their time as desired, but must remain within Calaveras County and be no more than 15 minutes from a telephone or on-call vehicle.

2010.54 Employees shall be compensated for being on call at the on call rate of \$200.00 per week.

2010.60 Timesheets

All employees shall complete time sheets on a daily basis, which must be signed by their immediate supervisor and submitted weekly.

POLICY TITLE: Vacation
POLICY NUMBER: 2020

12/15/97

2020.10 This policy shall apply to full-time and probationary employees in all classifications.

2020.20 Paid vacations shall be accrued according to the following schedule on an annual basis:

1 to 3 years of continuous service, 6.67 hrs/mo (10 days/yr)

4 through 10 years of continuous service, 10.00 hrs/mo (15 days/yr)

After 10 years of continuous service, 13.33 hrs/mo (20 days/yr)

2020.30 Employees may take their vacation time all at once or in increments. Vacations shall be taken at the time or times authorized by the Department Head. Requests for vacations of five (5) or more consecutive days must be made two (2) weeks in advance. Exceptions may be made at the employer's discretion.

2020.40 Vacation time may be accumulated up to thirty (30) days for employees with fewer than ten years of service, and forty (40) days for employees with ten or more years of service.

2020.50 At termination of employment for any reason, the District shall compensate the employee for all vacation time earned but not yet taken or forfeited.

2020.60 The District will not require an employee to take vacation time in lieu of sick leave or leave of absence during periods of illness. However, the employee may elect to take vacation time in case of extended illness where sick leave has been fully used.

2020.70 If a holiday falls on a workday during an employee's vacation period, that day shall be considered as a paid holiday and not vacation time.

2020.80 Any employee who does not provide the District with two weeks' notice prior to resignation shall forfeit any vacation rights accrued under provisions of this section.

2020.90 Vacations are provided by the District to employees as a period of exemption from work with pay for the purpose of rest, relaxation and recreation. This respite is a benefit and is intended as an aid in maintaining the long-term and consistent productivity and contentment of the employee. As such, pay in lieu of vacation time away from work shall not be permitted.

POLICY TITLE: Sick Leave
POLICY NUMBER: 2040
POLICY EFFECTIVE DATE: July 1, 2015

2040.10 This policy shall apply to part-time and temporary employees only, as all other employees of the District receive Paid Time Off (PTO) as agreed in current Memorandum of Understandings/Agreements.

2210.20 Pursuant to California's Paid Sick Leave law, effective July 1, 2015, the Calaveras County Water District will provide each employee with 3 days or 24 hours of paid sick leave at the beginning of each 12-month period of employment.

The 12-month period under this policy for current part-time and temporary employees will begin on July 1, 2015 and renew on that date in all subsequent years. The 12-month period for new part-time and temporary employees hired after July 1, 2015 will begin on their date of hire and renews on their anniversary date in subsequent years.

An employee is not eligible to begin using any accrued paid sick leave until the 90th day of employment with the District.

2210.30 In accordance with California's Paid Sick Leave law, an employee may use 3 days or 24 hours of accrued paid sick leave in a 12-month period for one of the following reasons:

- For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
- For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
 - *Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)*
 - *Spouse or Registered Domestic Partner*
 - *Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)*
 - *Grandparent*
 - *Grandchild*
 - *Sibling*
- To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
 - *A temporary restraining order or restraining order.*

- *Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.*
- *To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.*
- *To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.*
- *To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.*
- *To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.*

2210.40 An employee shall provide reasonable advance notification of their need to use accrued paid sick leave to their supervisor if the need for paid sick leave use is foreseeable (e.g., doctor's appointment scheduled in advance). If the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable.

2210.50 An employee who uses paid sick leave must do so with a minimum of one-quarter-hour increments.

2210.60 Paid sick leave will not be considered hours worked for purposes of overtime calculation. An employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, retirement or other separation from employment from the District.

2210.70 If an employee separates from District employment and is re-hired by the District within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by law.

However, if a rehired employee had not yet worked the requisite 90 days of employment to use paid sick leave at the time of separation, the employee must still satisfy the 90 days of employment requirement collectively over the periods of employment with the District before any paid sick leave can be used.

POLICY TITLE: Jury/Witness Duty
POLICY NUMBER: 2060

12/15/97

2060.10 This policy shall apply to probationary, part-time and full-time employees in all classifications.

2060.20 An employee summoned for jury duty or subpoenaed as a witness will immediately notify the CCWD main office of each scheduled work day that he/she will not be reporting to work while serving as juror or witness. While performing jury/witness duty, he/she will be given a paid leave of absence for the duration of said duty. Said paid leave of absence is conditional upon the employee returning to work upon dismissal each day to complete his/her remaining normal workday. It is also conditional upon the employee's conveyance to the District of any compensation received as a juror or witness, not including any travel or meal allowance received.

POLICY TITLE: Authorized Leave
POLICY NUMBER: 2160

4/13/95

2160.10 The General Manager may grant a leave of absence without pay for up to 60 calendar days. The Board of Directors may grant a leave of absence of greater length than 60 calendar days but not to exceed 4 calendar months.

2160.11 A written request for an extension of leave to be granted by the General Manager must be submitted no less than two weeks before the end of the original leave.

2160.20 A leave of absence may be taken in conjunction with, and at the conclusion of, an authorized use of vacation, sick leave, or compensatory time off.

2160.30 When an employee is on leave without pay there is no accrual of pay. Other benefits shall be available only for those situations set forth in Policy 2070.30.

2160.31 An employee who wishes to maintain any or all of his/her insurance benefits may do so by paying the premiums for the desired benefits for the period he/she is on leave of absence.

2160.32 An employee's prior service will be reinstated upon the employee's return to his/her position following a leave of absence, and such prior service shall be added to all service thereafter.

2160.40 If an employee is disabled or otherwise injured or unable to work, the period of time that the employee is on disability and/or receiving benefits under the District's Workers' Compensation program, shall be considered a period of authorized leave without pay.

2160.41 Employees that have accumulated excess sick leave may donate hours to an injured or disabled employee's account. Said sick leave days shall be considered equivalent to one day of sick leave irrespective of rates of pay.

2160.50 When an employee is granted leave with or without pay, it is with the definite understanding that, at the expiration of the leave, the employee will be returned to his or her same or comparable position after the conclusion of the leave.

2310.10 Calaveras County Water District provides (a) family care and medical leave for up to twelve (12) weeks in a rolling 12-month period in accordance with the California Family Rights Act and the federal Family and Medical Leave Act of 1993; (b) pregnancy disability leave for up to four months in accordance with the California Fair Employment and Housing Act; (c) disability leave as required to reasonably accommodate employees with a qualified disability under the Americans with Disabilities Act ("ADA"); and (d) disability leave as required for an employee with a work place injury.

2310.20 Family Care and Medical Leave

2310.21 Eligibility To be eligible for family care and medical leave, an employee must (1) have worked for the District for at least twelve months prior to the date on which the leave is to commence; and (2) have worked at least 1,250 hours in the twelve months preceding the leave.

2310.22 Uses of Family Care and Medical Leave "Family Care leave" may be requested for (1) the birth or adoption of an employee's child; (2) the placement of a foster child with the employee; (3) the serious health condition of an employee's child, spouse, or parent; or (4) the employee's own serious health condition. "Serious health condition" is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider.

2310.23 Substitution of Paid Leave for Family Care and Medical Leave Employees are required to substitute accrued vacation, floater and CTO time for all family care and medical leaves that do not qualify for short-term disability. Employees are only required to substitute sick leave for medical leaves that do not qualify for short-term disability.

Rolling forward
2310.24 Amount of Leave Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of family care and medical leave in a rolling 12-month period. The 12-month period commences on the first day on which the first family care or medical leave is taken. Spouses who are both employed by the District may take a maximum combined total of 12 weeks of family care leave in a rolling 12-month period for the birth, adoption, or foster care of their child.

2310.25 The substitution of paid leave for family care or medical leave does not extend the total duration of family care and medical leave to which an employee is entitled to beyond 12 weeks in a rolling 12-month period. For example, if an employee has accrued four weeks of unused paid vacation time at the time of the request for family care or medical leave, that paid vacation time will be substituted for the first four weeks of family care or medical leave, leaving up to eight additional weeks of unpaid leave.

2310.26 Family care leave taken for the birth, adoption, or foster care placement of a child must begin within one year of the birth, adoption, or placement and may not be taken intermittently or on a reduced schedule without the District's permission. Family care or medical leave for the employee's own serious health condition, or for the serious health condition of the employee's spouse, parent or child, may be taken intermittently or on a reduced schedule where demonstrated to be medically necessary. If leave is taken intermittently or on a reduced schedule, the District retains the discretion to transfer the employee temporarily to an alternative position with equivalent pay and benefits which better accommodates the employee's leave schedule.

2310.27 Leaves Effect on Pay Except to the extent that other paid leave is substituted for family care or medical leave, family care leave is unpaid.

2310.28 Leaves Effect on Benefits During an employee's family care or medical leave, the District shall continue to pay for the employee's participation in the District's group health plans, dental, vision, retirement plans, life insurance and disability benefit plans, to the same extent and under the same terms and condition as would apply had the employee not taken the leave. The employee's Cafeteria Plan distribution for the month will be determined based on the actual hours paid during the payroll month. If the actual benefit hours paid is less than 138.66, which is 80% of 173.33, then Cafeteria Money will be prorated based on benefit hours paid. Under no circumstances will the District provide the employee with less than the minimum necessary to pay for the District's group health plan if the employee is a participant in the health plan. If an employee participates in a Flexible Spending Account the District will continue to withhold the amount on a pre-tax basis if the employee is on a paid leave. If the employee has exhausted all of their leave banks and are on an unpaid leave, they must either pre-pay the amount or pay the District monthly for the amount. If the employee elects to pay the District directly while on a family care or medical leave, the amount paid will be applied on an after-tax basis.

2310.29 If the employee fails to return from the leave for a reason other than the recurrent or continuation of the health condition that brought about the leave or other circumstances beyond the employee's control, the employee agrees to reimburse the District for any health premium paid by the District on the employee's behalf during any unpaid periods of the leave. The employee also agrees to reimburse the District for such health premiums paid during the employee's unpaid leave if, upon the employee's return, the employee requests and is granted a reduced work schedule for which such benefits would not be paid by the District.

2310.30 Employees on family care and medical leave will accrue employment benefits, such as sick leave, vacation benefits and holiday provided they are paid 80% of the hours for the month and only if the employee would otherwise be entitled to such accrual. Employees will accrue service credit only when paid leave is being substituted for unpaid leave.

2310.31 Notice Requirements The employee should notify the District of his/her request for family care or medical leave as soon as he/she is aware of the need for such leave. For foreseeable events, if possible, the employee must provide 30 calendar days' advance written notice to the District of the need for family care or medical leave. For events that are unforeseeable 30 days in advance, but are not emergencies, the employee must notify the District, in writing, as soon as he/she learns of the need for the leave, ordinarily no later than 2 to 3 working days after the employee learns of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee may be asked to reschedule the treatment so as to minimize disruption of the District operations.

2310.32 If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the District reserves the right to deny the taking of the leave until at least 30 days after the date the employee provides notice of the need for family care or medical leave.

2310.33 All requests for family care or medical leave should include the anticipated date(s) and duration of the leave. Any requests for extensions of a family care or medical leave must be received at the District offices at least five working days before the date on which the employee was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the family care or medical leave.

2310.34 Medical Certification Any request for medical leave for an employee's

own serious health condition or for family care leave to care for a child, spouse, or parent with a serious health condition must be supported by medical certification from a health care provider. The employee must provide the required medical certification within 15 calendar days after the District's request for certification, unless it is not practicable under the circumstances to do so. Failure to provide the required medical certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required medical certification within 15 days of being asked to do so may result in a denial of the employee's continued leave. Any request for an extension of the leave also must be supported by an updated medical certification.

2310.35 Leaves Effect on Reinstatement Employees returning from family care or medical leave are entitled to reinstatement to the same or comparable position consistent with applicable law. The District retains the right to deny reinstatement to employees who are among the highest paid ten percent (10%) of the District's employees and whose reinstatement would cause substantial and grievous economic injury to the District's operations.

2310.40 Pregnancy-Related Disability Any employee who is disabled on account of pregnancy, childbirth or related medical conditions may take a pregnancy-related disability leave for the period of actual disability, up to four months, in addition to any family care or medical leave to which the employee may be entitled under Section 2310.20 above.

2310.41 An employee taking pregnancy-related disability leave may substitute accrued paid sick leave and or accrued paid vacation for all or a portion of the leave. The substitution of paid leave for pregnancy-related disability leave does not extend the total duration of the leave to which an employee is entitled.

2310.42 The provision of the District's Family Care and Medical Leave policy regarding the leave's effect on pay (Section 2310.27), notice requirement (Section 2310.31), medical certification requirements (Section 2310.34); and reinstatement (Section 2310.35) also apply to all pregnancy-related disability leaves. For the purpose of applying those provisions, an employee's pregnancy-related disability is treated similarly to a serious health condition.

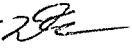
2310.50 Other Disability Leaves In addition to medical leaves described above, an employee may request a temporary disability leave of absence if necessary for a work place injury or to reasonably accommodate an ADA-qualified disability. Any disability leave under this section will begin after the employee has exhausted any medical leave to which the employee is entitled under Section 2310.20 (Family Care and Medical Leave) of this policy.

2310.51 Employees taking disability leave must comply with the Family Care and Medical Leave provisions regarding substitution of paid leaves (Section 2310.23) and medical certification (Section 2310.34). For the purpose of applying these provisions, a disability will be considered to be a serious health condition.

2310.52 During a disability leave under this section, employees are not entitled to any continued employer contributions towards any employee benefit plan. An employee, however, may elect to continue participating in such benefit plans, at the employee's own expense, to the extent permitted by such plans.

Agenda Item

DATE: November 8, 2017

TO: Dave Eggerton, General Manager 

FROM: Peter Martin, Manager of Water Resources

SUBJECT: Approval of the Amended and Restated Eastside Eastern San Joaquin Groundwater Sustainability Agency MOU Allowing Calaveras County to Enter as a Member Agency

RECOMMENDED ACTION:

Motion: _____ / _____ adopt Resolution No. 2017-____ providing the General Manager authorization to sign the Amended and Restated Memorandum of Understanding allowing Calaveras County to join the "Eastside San Joaquin Groundwater Sustainability Agency."

SUMMARY:

An existing Memorandum of Understanding (MOU) between CCWD, Rock Creek Water District, and Stanislaus County established the Eastside Groundwater Sustainability Agency (GSA), which was formally recognized as the "exclusive" GSA for the jurisdictions of the respective agencies in August, 2017. Calaveras County has always expressed interest in joining the Eastside GSA, but was unable to schedule the necessary hearings and other considerations to meet the timelines required for the state-mandated June 30, 2017 filing deadline under the 2014 Sustainable Groundwater Management Act. Calaveras County staff sent a letter (*attached*) to the California Department of Water Resources acknowledging that they would join the Eastside GSA via the MOU at a later date, and did not intend to create an "overlap" filing that conflicted with the Eastside GSA boundaries.

CCWD Counsel drafted the attached "Amended and Restated MOU" that is the vessel to allow Calaveras County to join the Eastside GSA. The amended MOU does two things: (1) allows for the inclusion of the County of Calaveras; and (2) changes the voting requirements to majority for all actions (Section 6.b). Calaveras County approved the Amended and Restated MOU at their October 10, 2017 Board of Supervisors meeting. Rock Creek Water District and Stanislaus County will need to take similar action through their respective Boards before the Amended and Restated MOU becomes effective.

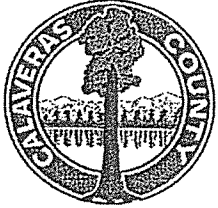
Staff is recommending that the CCWD Board adopt the resolution authorizing the General Manager to sign the Amended and Restated MOU allowing Calaveras County to join the Eastside GSA.

FINANCIAL CONSIDERATIONS:

There are no additional financial considerations for entering into this agreement to execute the ministerial actions of allowing Calaveras County to enter the MOU and join the Eastside GSA.

Attachments:

- May 31, 2017 Letter from Calaveras County to California Department of Water Resources
- Amended and Restated Memorandum of Understanding for Implementation of SGMA: Eastside GSA (redline version)
- Resolution No. 2017-___ providing the General Manager Authorization to execute MOU
- Amended and Restated Memorandum of Understanding for Implementation of SGMA: Eastside GSA (clean version)



County of Calaveras
County Administrative Office
Timothy Lutz ◊ *County Administrative Officer*
891 Mountain Ranch Road ◊ *San Andreas, CA 95249*
209.754.6025 ◊ *FAX 209.754.6316*

May 31, 2017

Mark Nordberg, GSA Project Manager
Sustainable Groundwater Management Program
California Department of Water Resources
901 P Street, Room 213-B
P.O. Box 942836
Sacramento, CA 94236

Subject: Calaveras County Declaration of Intention to become a Groundwater Sustainability Agency (GSA)

On May 23, 2017, the Calaveras County Board of Supervisors (Board) held a public hearing pursuant to Section 10723 (b) of the Water Code declaring their intention to become a GSA under the Sustainable Groundwater Management Act (SGMA). The GSA would currently include approximately 70 square miles of the Eastern San Joaquin Groundwater Sub-basin that reaches into Calaveras County (see Exhibit A). However, it is the intent of the Board to have the County ultimately join the multi-agency Eastside GSA through amended MOU or JPA. The Eastside San Joaquin Groundwater Sustainability Agency packet as submitted by the Calaveras County Water District is enclosed for your information.

Resolution 20170523r100 as voted on by the Board and passed unanimously during the May 23, 2017 meeting is attached under (Exhibit B). As required pursuant to Section 6066 of the Government Code, publication of the intent to become a GSA was published in the County's contracted newspaper of record (see Exhibit C).

This correspondence serves as the Notice of Intent (NOI) to become a GSA as required under Section 10723.8 of the Water Code.

Should you have any questions, do not hesitate to contact me at (209) 754-6036.

Brian S. Moss

Assistant County Administrative Officer

EXHIBIT A

Eastern San Joaquin Groundwater Sub-basin

Camanche Reservoir

HWY 12

Valley Springs

HWY 12

New Hogan Reservoir

Legend

• Main Towns

— Main Roads

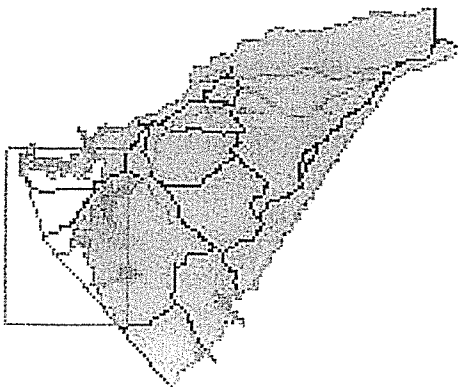
— Main Rivers

□ Lakes

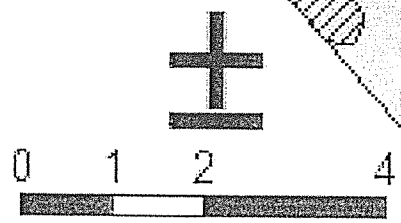
▨ East San Joaquin Basin

Salt Spring Valley

Rock Creek



Map Design by
Environmental Data
RIS # 10000



Miles

HWY 12

EXHIBIT B

Calaveras County Board of Supervisors
Resolution No. 20170523r100

BOARD OF SUPERVISORS, COUNTY OF CALAVERAS
STATE OF CALIFORNIA
May 23, 2017

Resolution
No. 20170523r100

A RESOLUTION OF THE CALAVERAS COUNTY BOARD OF SUPERVISORS DECLARING INTENTION TO BECOME A GROUNDWATER SUSTAINABILITY AGENCY UNDER THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA)

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act of 2014 (SGMA); and

WHEREAS, the SGMA went into effect on January 1, 2015; and

WHEREAS, the SGMA requires all high and medium priority groundwater basins, as designated by the California Department of Water Resources (DWR) Bulletin 118, to be managed by a Groundwater Sustainability Agency (GSA) or group of GSAs; and

WHEREAS, the Eastern San Joaquin Groundwater Sub-basin (Basin) has been designated by DWR as a high priority basin; and

WHEREAS, the SGMA authorizes specific local agencies overlying the Basin to elect to become a GSA within the Basin; and

WHEREAS, Calaveras County is a local agency as defined under the SGMA that overlies the Basin and is therefore eligible to serve as a GSA within the Basin; and

WHEREAS, Water Code Section 10723.2 requires that a GSA consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing groundwater sustainability plans; and

WHEREAS, Water Code section 10723.8 requires that a local agency electing to be a GSA to notify the DWR of its election and intention to undertake sustainable groundwater management within a basin; and

WHEREAS, the Board of Supervisors of the County of Calaveras wish to exercise the powers and authorities of a GSA granted by SGMA.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby elects to have the County become a GSA for those portions of the Basin lying within the District's boundaries.

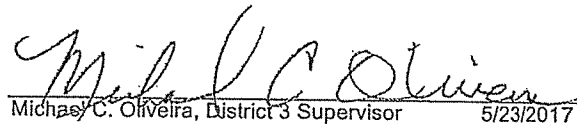
BE IT FURTHER RESOLVED that the Board of Supervisors intend the County to join the multi-agency GSA (Eastside San Joaquin Groundwater Sustainability Agency) through either an amended Memorandum of Understanding (MOU) or Joint Powers Authority (JPA).

BE IT FURTHER RESOLVED that Calaveras County and other signatories to either the amended MOU or JPA will develop an outreach program to include all stakeholders to ensure that all beneficial uses and users of groundwater are considered.

BE IT FURTHER RESOLVED that the Board of Supervisors authorize the County Administrative

Officer to sign future correspondence requesting that Calaveras County be added to an amended MOU or JPA.

AYES: Tofanelli, Garamendi, Oliveira, Mills, Clapp


Michael C. Oliveira, District 3 Supervisor 5/23/2017

ATTEST


Diane Beverud, Deputy Clerk of the Board of Supervisors 5/23/2017

EXHIBIT C

Notice of Public Hearing

Proof of Publication

PROOF OF PUBLICATION
(2015-5 C.C.P.)

This space is for the County Clerk's filing Stamp

STATE OF CALIFORNIA

County of Calaveras

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen years. I am the principal clerk of the printer of The Valley Springs News, a newspaper of general circulation, printed bi-weekly in the Township of Valley Springs, California, County of Calaveras, that the notice of which the annexed is printed copy (set in type) not smaller than nonpareil, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates to-wit:

May 10th & May 17th
all in the year 2017

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Valley Springs, California

this 19th day of May, 2017

Clayton Hanson
Signature

THE Valley Springs **NEWS**

1906 Vista Del Lago, Ste. L
P.O. Box 1297, Valley Springs, CA 95252
(209) 772-2234

view, said J. Kevin Porter, president

**Calaveras County
Legal Notices**

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING**

The Calaveras County Board of Supervisors will be considering a resolution declaring the County's intention to become a Groundwater Sustainability Agency (GSA) under the Sustainable Groundwater Management Act (SGMA). This will be heard at the Board's regularly scheduled meeting on May 23, 2017, beginning at 9:00 a.m. at 891 Mountain Ranch Road, San Andreas, CA 95249.

Published: May 10 & 17, 2017. VSN

**Calaveras County
Legal Notices**

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Published: May 10 & 17, 2017 VSN

**FIRST AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING
FOR IMPLEMENTATION OF THE
SUSTAINABLE GROUNDWATER MANAGEMENT ACT
IN THE EASTERN SAN JOAQUIN GROUNDWATER BASIN
BY SUPPORTING FORMATION OF THE
EASTSIDE SAN JOAQUIN GROUNDWATER SUSTAINABILITY AGENCY**

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") between the County of Calaveras ("Calaveras"), the County of Stanislaus ("Stanislaus"), Rock Creek Water District ("Rock Creek"), and Calaveras County Water District ("CCWD"), each of which is referred to as a "Party" and collectively "Parties," is made and effective as of the last date on which all of the Parties listed below have executed this MOU.

Recitals:

A. The State of California has enacted the Sustainable Groundwater Management Act (contained in SB 1168, AB 1739 and SB 1319), referred to in this MOU as the "Act," pursuant to which certain local agencies and parties to a memorandum of understanding or other legal agreement may become "groundwater sustainability agencies" and adopt "groundwater sustainability plans" in order to manage and regulate groundwater in underlying groundwater basins, as identified and defined in California Department of Water Resources Bulletin 118. The Parties are local agencies qualified to become a groundwater sustainability agency and adopt a groundwater sustainability plan under the Act.

B. Multiple local agencies overlying a single groundwater basin or subbasin may adopt individual groundwater sustainability plans if those plans are coordinated, or may join together to adopt a single plan. The Parties all overlie portions of the Eastern San Joaquin Subbasin as defined by the California Department of Water Resources (the "Basin") and wish to participate in the implementation of the Act within the Basin or specific portions thereof. As a result, coordination and cooperation between the Parties is necessary in order to determine their respective roles and the manner in which they will implement the Act. In addition, other agencies that are qualified to become groundwater sustainability agencies overlie the Basin and have expressed interest in implementation of the Act in the Basin, and the Parties acknowledge the importance of involving those other agencies in the management of groundwater resources in the Basin under the Act. The Parties desire to by this agreement create the Eastside San Joaquin Groundwater Sustainability Agency ("GSA").

C. The Parties wish to establish an agreement and framework for cooperative efforts relative to formation of a GSA in order to implement the Act in the Basin to help ensure that the Act is implemented in the Basin effectively, efficiently, fairly, and at the lowest reasonable cost.

 D. This MOU is filed for the sole purpose of incorporating the County of Calaveras into the existing governance structure of the GSA; the boundaries of the GSA will not be altered in any way. The Parties thus find this MOU and its provisions constitute an immaterial change to the GSA's initial April 17, 2017 MOU.

THEREFORE, in consideration of the mutual promises set forth below and to implement the goals described above, the Parties hereto agree as follows:

1. **Purposes of MOU.** The purposes of this MOU are to (i) facilitate a cooperative and ongoing working relationship among the Parties and other stakeholders and water users to establish a GSA in order to develop and implement mutually beneficial approaches and strategies for implementing the Act in the Basin; and (ii) facilitate contacts with other agencies, both current and prospective, overlying the Basin so that they can coordinate with the GSA to implement a GSP and to satisfy the requirements of the Act.

2. **Intent to Form GSA; Implementation of the GSP.** This MOU is to express the intent of the Parties to jointly file as a multiagency GSA for the area located in the Eastern San Joaquin subbasin and under the jurisdiction of the Parties. The Parties shall regularly confer with regard to those efforts.

3. **Outreach to Other Agencies.** In recognition of the importance of involving all interested agencies in the Basin that are or will be involved in efforts to establish the GSA and the GSP in the management of the Basin in coordination with other agencies in the Basin, as an initial activity under this MOU, the Parties shall develop and implement an outreach plan pursuant to which the Parties will contact other agencies within or near their respective boundaries that may become groundwater sustainability agencies and adopt groundwater sustainability plans under the Act, to invite their participation in activities undertaken in connection herewith.

4. **Initial Administrative Costs.** Each Party shall bear all costs it incurs with respect to its activities under this MOU, including without limitation, costs relative to the formation of the GSA and activities in which that Party wishes to participate.

5. **Financing.** The Parties will develop a coordinated financing plan and cost share agreement for GSA activities that will include, without limitation, seeking bond funding, state loan funds, and imposing appropriate fees and assessments.

6. **Actions of the GSA.** The Parties intend to support and advocate for the GSA, which would have, among others set forth in the Act, the following authorities and obligations:

a) The GSA would adopt actions for the purpose of regulating, conserving, managing, and controlling the use and extraction of groundwater within the territory of the GSA.

b) An action adopted by the GSA would become effective on the last date on which a majority ~~all~~ of the respective boards of ~~all the~~ Parties have approved of the action.

c) All actions would be adopted at noticed public hearings by the Parties' respective boards.

d) Calaveras County Water District would be designated as the contracting agent for the GSA and would have the authority to contract as necessary to accomplish the purposes of the GSA, subject to approval by the Parties.

e) The GSA would have the authority to enter into a coordination agreement with other local agencies for purposes of coordinating the GSA's plan with other agencies or groundwater sustainability plans within the basin.

7. **Savings Provisions.** This MOU shall not operate to validate or invalidate, modify or affect any Party's water rights or any Party's obligations under any agreement, contract or memorandum of understanding/agreement entered into prior to the effective date of this MOU. Nothing in this MOU shall operate to convey any new right to groundwater to either Party. Each Party to this MOU reserves any and all claims and causes of action respecting its water rights and/or any agreement, contract or memorandum of understanding/agreement; any and all defenses against any water rights claims or claims under any agreement, contract or memorandum of understanding/agreement. Further, nothing in this MOU is intended to interfere with any county's exercise of its land-use authority under its police power or to interfere with the operation of any county's existing groundwater ordinance, as of the date of this MOU.

8. **Authority.** Each signatory of this MOU represents that s/he is authorized to execute this MOU on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this MOU and to perform all obligations under this MOU.

9. **Amendment.** This MOU may be amended or modified only by a written instrument executed by each of the Parties to this MOU.

10. **Jurisdiction.** This MOU shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of law rules.

11. **Headings.** The paragraph headings used in this MOU are intended for convenience only and shall not be used in interpreting this MOU or in determining any of the rights or obligations of the Parties to this MOU.

12. **Construction and Interpretation.** This MOU has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this MOU. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this MOU.

13. **Entire Agreement.** This MOU constitutes the entire agreement of the Parties with respect to the subject matter of this MOU and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this MOU.

14. **Partial Invalidity.** If, after the date of execution of this MOU, any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU, such provision shall be fully severable. However, in lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

15. **Successors and Assigns.** This MOU shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this MOU. No Party may assign its interests in or obligations under this MOU without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

16. **Waivers.** Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this MOU and forbearance to enforce one or more of the remedies provided in this MOU shall not be deemed to be a waiver of that remedy.

17. **Attorneys' Fees and Costs.** The prevailing Party in any litigation or other action to enforce or interpret this MOU shall be entitled to reasonable attorneys' fees, expert witnesses' fees, costs of suit, and other and necessary disbursements in addition to any other relief deemed appropriate by a court of competent jurisdiction.

18. **Necessary Actions.** Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this MOU.

19. **Compliance with Law.** In performing their respective obligations under this MOU, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.

20. **Third Party Beneficiaries.** This MOU shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.

21. **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

22. **Notices.** All notices, requests, demands or other communications required or permitted under this MOU shall be in writing unless provided otherwise in this MOU and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by electronic mail or facsimile transmission on the Party to whom notice is to be given at the address(es) provided below, (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

County of Stanislaus
Attn: Manager
1010 10th Street
Modesto, CA 95354

Rock Creek Water District
Attn: General Manager
9601 East Highway 4
Farmington, CA 95230

County of Calaveras
Attn: Manager
891 Mountain Ranch Road

San Andreas, CA 95249 Attn: Manager
XXX

Calaveras County Water District
Attn: General Manager
P.O. Box 608
San Andreas, CA 95249

County of Stanislaus

By _____

Title _____

County of Calaveras

By _____

Title _____

Rock Creek Water District

By _____

Title _____

Calaveras County Water District

By _____

Title _____

RESOLUTION NO. 2017 -

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CALAVERAS COUNTY WATER DISTRICT

APPROVING THE AMENDED AND RESTATED MEMORANDUM OF
UNDERSTANDING FOR THE EASTSIDE EASTERN SAN JOAQUIN
GROUNDWATER SUSTAINABILITY AGENCY

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319, and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (SGMA); and

WHEREAS, SGMA went into effect on January 1, 2015; and

WHEREAS, SGMA requires all high and medium priority groundwater basins, as designated by the California Department of Water Resources (DWR) Bulletin 118, to be managed by a Groundwater Sustainability Agency (GSA); and

WHEREAS, the Calaveras County Water District (District) is a local agency as defined under the SGMA and is therefore eligible to serve as a GSA within the Basin; and

WHEREAS, the District held a public hearing on December 14, 2016 after publication of notice pursuant to Government Code section 6066 to elect to become a GSA and manage groundwater in the Eastern San Joaquin subbasin pursuant to SGMA; and

WHEREAS, via a Memorandum of Understanding the District, Rock Creek Water District, and Stanislaus County formed the "Eastside San Joaquin Groundwater Sustainability Agency" (Eastside GSA) for the areas of the Eastern San Joaquin subbasin located within Calaveras and Stanislaus Counties not already covered by another GSA; and

WHEREAS, the Eastside GSA was formally recognized as the exclusive GSA for these areas by the State of California and DWR; and

WHEREAS, the Calaveras County Board of Supervisors subsequently held a public hearing to become a GSA and join the Eastside GSA; and

WHEREAS, the agencies of the Eastside GSA wish to amend the Memorandum of Understanding governing the Eastside GSA to allow Calaveras County to enter as a signatory to the Memorandum of Understanding and thus a member of the Eastside GSA.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Calaveras County Water District authorize the General Manager to enter into the Amended and Restated Memorandum of Understanding for the Eastside GSA, attached hereto and made a part hereof, and to submit a letter to the DWR on behalf of the District and signatories to the MOU that Calaveras County is now a member of the Eastside GSA.

PASSED AND ADOPTED this 8th day of November, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CALAVERAS COUNTY WATER DISTRICT

Jeff Davidson, President
Board of Directors

ATTEST:

Mona Walker
Clerk to the Board

**FIRST AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING
FOR IMPLEMENTATION OF THE
SUSTAINABLE GROUNDWATER MANAGEMENT ACT
IN THE EASTERN SAN JOAQUIN GROUNDWATER BASIN
BY SUPPORTING FORMATION OF THE
EASTSIDE SAN JOAQUIN GROUNDWATER SUSTAINABILITY AGENCY**

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) between the County of Calaveras (“Calaveras”), the County of Stanislaus (“Stanislaus”), Rock Creek Water District (“Rock Creek”), and Calaveras County Water District (“CCWD”), each of which is referred to as a “Party” and collectively “Parties,” is made and effective as of the last date on which all of the Parties listed below have executed this MOU.

Recitals:

A. The State of California has enacted the Sustainable Groundwater Management Act (contained in SB 1168, AB 1739 and SB 1319), referred to in this MOU as the “Act,” pursuant to which certain local agencies and parties to a memorandum of understanding or other legal agreement may become “groundwater sustainability agencies” and adopt “groundwater sustainability plans” in order to manage and regulate groundwater in underlying groundwater basins, as identified and defined in California Department of Water Resources Bulletin 118. The Parties are local agencies qualified to become a groundwater sustainability agency and adopt a groundwater sustainability plan under the Act.

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C. The Parties wish to establish an agreement and framework for cooperative efforts relative to formation of a GSA in order to implement the Act in the Basin to help ensure that the Act is implemented in the Basin effectively, efficiently, fairly, and at the lowest reasonable cost.

D. This MOU is filed for the sole purpose of incorporating the County of Calaveras into the existing governance structure of the GSA; the boundaries of the GSA will not be altered in any way. The Parties thus find this MOU and its provisions constitute an immaterial change to the GSA’s initial April 17, 2017 MOU.

THEREFORE, in consideration of the mutual promises set forth below and to implement the goals described above, the Parties hereto agree as follows:

1. **Purposes of MOU.** The purposes of this MOU are to (i) facilitate a cooperative and ongoing working relationship among the Parties and other stakeholders and water users to establish a GSA in order to develop and implement mutually beneficial approaches and strategies for implementing the Act in the Basin; and (ii) facilitate contacts with other agencies, both current and prospective, overlying the Basin so that they can coordinate with the GSA to implement a GSP and to satisfy the requirements of the Act.

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a) The GSA would adopt actions for the purpose of regulating, conserving, managing, and controlling the use and extraction of groundwater within the territory of the GSA.

b) An action adopted by the GSA would become effective on the last date on which a majority of the respective boards of the Parties have approved of the action.

c) All actions would be adopted at noticed public hearings by the Parties' respective boards.

d) Calaveras County Water District would be designated as the contracting agent for the GSA and would have the authority to contract as necessary to accomplish the purposes of the GSA, subject to approval by the Parties.

e) The GSA would have the authority to enter into a coordination agreement with other local agencies for purposes of coordinating the GSA's plan with other agencies or groundwater sustainability plans within the basin.

7. **Savings Provisions.** This MOU shall not operate to validate or invalidate, modify or affect any Party's water rights or any Party's obligations under any agreement, contract or memorandum of understanding/agreement entered into prior to the effective date of this MOU. Nothing in this MOU shall operate to convey any new right to groundwater to either Party. Each Party to this MOU reserves any and all claims and causes of action respecting its water rights and/or any agreement, contract or memorandum of understanding/agreement; any and all defenses against any water rights claims or claims under any agreement, contract or memorandum of understanding/agreement. Further, nothing in this MOU is intended to interfere with any county's exercise of its land-use authority under its police power or to interfere with the operation of any county's existing groundwater ordinance, as of the date of this MOU.

8. **Authority.** Each signatory of this MOU represents that s/he is authorized to execute this MOU on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this MOU and to perform all obligations under this MOU.

9. **Amendment.** This MOU may be amended or modified only by a written instrument executed by each of the Parties to this MOU.

10. **Jurisdiction.** This MOU shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of law rules.

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15. **Successors and Assigns.** This MOU shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this MOU. No Party may assign its interests in or obligations under this MOU without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

16. **Waivers.** Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this MOU and forbearance to enforce one or more of the remedies provided in this MOU shall not be deemed to be a waiver of that remedy.

17. **Attorneys' Fees and Costs.** The prevailing Party in any litigation or other action to enforce or interpret this MOU shall be entitled to reasonable attorneys' fees, expert witnesses' fees, costs of suit, and other and necessary disbursements in addition to any other relief deemed appropriate by a court of competent jurisdiction.

18. **Necessary Actions.** Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this MOU.

19. **Compliance with Law.** In performing their respective obligations under this MOU, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.

20. **Third Party Beneficiaries.** This MOU shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.

21. **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

22. **Notices.** All notices, requests, demands or other communications required or permitted under this MOU shall be in writing unless provided otherwise in this MOU and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by electronic mail or facsimile transmission on the Party to whom notice is to be given at the address(es) provided below, (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

County of Stanislaus
Attn: Manager
1010 10th Street
Modesto, CA 95354

Rock Creek Water District
Attn: General Manager
9601 East Highway 4
Farmington, CA 95230

County of Calaveras
Attn: Manager
891 Mountain Ranch Road
San Andreas, CA 95249

Calaveras County Water District
Attn: General Manager
P.O. Box 608
San Andreas, CA 95249

County of Stanislaus

By _____

Title _____

County of Calaveras

By _____

Title _____

Rock Creek Water District

By _____

Title _____


Calaveras County Water District

By _____

Title _____

Agenda Item

DATE: November 8, 2017

TO: Dave Eggerton, General Manager 

FROM: Teresa Tanaka, Director of Operations

SUBJECT: Update on Winter Storm Disasters – FEMA Reimbursement Projects

RECOMMENDED ACTION:

For information only.

SUMMARY:

In early 2017, there were three (3) major storms that Governor Brown declared to be Severe Winter Storm Disasters. Governor Brown requested and obtained federal assistance for infrastructure damage caused by the storms, FEMA-4301-DR-CA, FEMA-4305-DR-CA and FEMA-4308-DR-CA, (January 3-12, January 18-23, and February 1-23, 2017).

Once the disasters were declared, CCWD staff asked the Board of Directors to adopt Resolution 2017-13, which provided staff with the proper authority to apply for reimbursement for costs associated with responding to the damaging effects of the storms.

All three major storm events caused CCWD to sustain significant infrastructure damage. Using the authority granted by the CCWD Board, General Manager Dave Eggerton worked closely with Director of Operations Teresa Tanaka to submit claims to FEMA for all three storm events.

During storm events, CCWD finance staff set up a special payment code to track storm-related expenses. Emergency repairs were made to ensure the District's systems continued to function and provide safe, reliable water and wastewater services to customers.

After the storms had passed and emergency repairs had been made, staff analyzed all storm-related infrastructure damage and identified and submitted claims for 12 projects.

FEMA has a very specific and rigorous process that must be followed which begins with the filing of a Request for Public Assistance Form. Staff involved in the claim application process attended a webinar in March 2017 that provided information on how to file

claims and receive reimbursement from FEMA. District staff met in May 2017 and reviewed official FEMA claim categories. Of the possible categories, the District applied for reimbursement for the following: emergency protective measures, roads and bridges, water control facilities, and utilities.

Led by the Director of Operations with assistance from staff in Finance, Engineering and Operations, voluminous, detailed information was compiled to submit claims for the following projects:

- Blagen Road, Big Trees creek crossing
- Blagen Road, Longman Lane emergency tie-in
- Lift Station 21, Copperopolis pump failure – emergency pumping
- Districtwide power outages/generators (x3)
- Middle Fork Mokelumne River Diversion debris removal
- Power Outage at Big Trees tanks 4 & 5 due to fallen tree
- Copperopolis Wastewater Treatment Plant discharge into Little John -sampling
- Vallecito Lift Station – emergency pumping

Through this very time consuming effort performed solely by District staff working closely with FEMA representatives, the District seeks reimbursement of approximately \$192,000 in storm-related costs.

FINANCIAL CONSIDERATIONS:

Many hours of staff time were required to prepare and submit the reimbursement requests. In total, the District is seeking \$192,016.55 in storm-related reimbursement costs from FEMA.

Agenda Item

DATE: November 8, 2017
TO: Board of Directors
FROM: Dave Eggerton, General Manager *DE*
SUBJECT: General Manager's Report

In accordance with the direction received from the Board at its meeting on October 11, 2017 when staff provided an informational update on planned efforts to better address waterline breaks and high pressure issues in Rancho Calaveras, work is underway to address these issues. Immediately following the Board meeting, the Director of Operations and General Manager met with supervisory staff from Distribution and Construction to explore all options for allocating additional staff from Operations to expedite replacement of some of the most problematic waterlines in the Rancho Calaveras community that are the source of many of the lines breaks affecting the community. As explained at the Board meeting, the goal is to replace old, failing water mains and service lines with new, properly engineered and installed materials that will work without failure for many years to come. Instead of simply chasing leaks and patching pipe that should be removed, the goal of this effort is, and will continue to be, properly addressing the underlying problems.

Guided by this directive, Distribution staff from both Jenny Lind/Rancho Calaveras and Copper Cove/Copperopolis as well as the District's Construction team are working together through the end of the year to replace as much problematic pipe as possible, including old, fragile Bluebell pipe that is some of the most prone to failure of any in the District. High priority projects have been identified and multiple crews of District staff will be deployed to perform the work. By the end of this year, measureable progress will be made in addressing the number and frequency of waterline breaks in Rancho Calaveras.

On a parallel track, District staff from Operations and Engineering, working with General Counsel, are implementing an expedited bidding and contracting process to retain a highly qualified outside construction firm to immediately install 3 mainline pressure reducing valves (PRVs) in Rancho Calaveras. Existing bidding procedures and contract documentation are tailored for construction projects that are much larger in scope and budget such as the Reach 3A water main replacement. While it is critical to maintain

proper procedures and documentation to promote the highest quality work on time and budget for all construction projects of the District, modifications must be made to expedite the completion of important but smaller projects such as the PRV installation. Thus District staff are working to reformat the contract documents and bidding process to facilitate this project and many others in the future.

The revised contract documents and plans and specifications for the PRV installation will be issued to prospective bidders the week of November 13 during a site walk of the locations planned for construction. Bids will be due no later than the first week of December and a recommendation for award of the construction contract will be brought to the Board at its meeting of December 13. Thus a firm, likely local, will be under contract this year to begin construction as soon as possible. While I very much wish we could award the contract sooner and complete construction before the end of this year as originally anticipated, it is vitally important the documentation and process implemented for this project, and again many others in the future including other work in Rancho Calaveras, protect the District and our ratepayers from exposure to risks of not realizing the highest quality results or suffering cost overruns that deplete the financial resources needed to perform additional projects for the community.

Other related efforts are underway to provide better public information regarding these issues in Rancho Calaveras and actions being taken to address them. Staff are working to schedule a town hall meeting in December or January to keep the affected community apprised of these efforts and progress being made.